

San Mateo Union High School District

and

San Mateo Union High School District
Teachers' Association

Agreement

for

July 1, **2023** through June 30, **2025**

SAN MATEO UNION HIGH SCHOOL DISTRICT

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Ligia Andrade-Zuniga..... Vice President
Robert Griffin.....Clerk
Teri Chavez.....Trustee
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Randall Booker.....Superintendent and Secretary to Board

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Kirk Black, Ed.D..... Deputy Superintendent Human Resources/Student Services
Yancy Hawkins Associate Superintendent Chief Business Officer

SAN MATEO UNION HIGH SCHOOL DISTRICT TEACHERS' ASSOCIATION

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Steven Wang (Mills) Member

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ARTICLE 1: AGREEMENT

- 1.1 This is an Agreement made and entered into this 1st day of July, **2021** between the Board of Trustees of the San Mateo Union High School District (hereafter referred to as "District") and the San Mateo Union High School District Teachers' Association, Inc., C.T.A./N.E.A. (hereafter referred to as "Association").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, and shall remain in full force and effect from July 1, **2023** through June 30, **2025**.
- 1.3 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to, or inconsistent with, its terms.
- 1.4 Any individual contract between the District and an individual member of the bargaining unit, as defined in Article 2, shall be subject to and consistent with the terms of this Agreement.
- 1.5 No less than thirty (30) days after both parties ratify and sign this Collective Bargaining Agreement, The District shall post an electronic copy of the Agreement on the District's website.

ARTICLE 2: RECOGNITION

2.1 The District recognizes the Association as the exclusive representative of the following certificated employees:

1. Classroom teachers
2. Counselors
3. Librarians
4. District Nurse
5. District Psychologists
6. Speech therapists
7. Special education teachers
8. Certificated teachers assigned to District Office programs
9. Teachers on special assignment
10. Summer school teachers who are employees on the certificated salary schedule during the regular year and who otherwise qualify for the unit
11. Department chairpersons
12. Deans
13. Intern teachers
14. Health and Wellness Coordinators
15. School Social Worker
16. Athletic Directors

2.2 Excluded from the unit are:

1. Management
2. Supervisory and Confidential employees
3. Substitute teachers
4. Home teachers who serve on an hourly demand basis and are not on the teachers' salary schedule

ARTICLE 3: EMPLOYEE & ASSOCIATION RIGHTS

3.1 Employee Rights

- 3.1.1 Nothing in this Agreement shall constitute a waiver of the unit member's rights under law.
- 3.1.2 The District shall prohibit unlawful discrimination against any employee because of race, color, national origin, religion, sex, sexual orientation, gender identify, gender expression, age, handicap, disability, marital status, political affiliation, membership in a unit member organization, participation in the activities of a unit member organization, or exercise of the rights contained in this Agreement.

3.2 Association Rights

- 3.2.1 The Association, as the exclusive representative of the bargaining unit, retains for the duration of this Agreement the rights of the exclusive representative under the Government Code Chapter 10.7, Section 3540, et. seq. (the Rodda Act).
- 3.2.2 The Association and the District agree that disputes arising under this section that cannot be settled at the informal level will be referred directly to the Public Employee Relations Board (PERB) for resolution.

3.3 Rosters and Directories

- 3.3.1 The District shall provide the Association with the names of District unit members, school location, work phone numbers, work email addresses and department without cost by September 30th of each year.
- 3.3.2 Upon request by the Association received no later than September 30th of each year, the District shall provide the Association with the names, home addresses, personal telephone numbers, and personal email addresses of bargaining unit members no later than November 15th of each year. However, upon the request of a unit member to maintain the confidentiality of the unit member's personal information, the District shall exclude that information from disclosure.

3.4 Notice of Salary, Placement, Sick Leave, and Units

No later than November 15th of each year, the District shall notify each unit member of the unit member's salary, step and column placement for the year, total accumulated sick leave, and total accumulated units. Variable pay itemization shall occur monthly and sick leave usage shall be reported to

bargaining unit members' monthly pay warrant.

3.5 Association Leave

- 3.5.1** The Association may purchase one (1) or more periods per work day of release time for its President, Vice President and/or negotiating chairperson at the actual cost of one (1) or more periods of a bargaining unit member's salary at Column III, Step 3 and benefits.
- 3.5.2** One (1) period of release time, as used in this section, is a twenty percent (20%) pro rata cost of a bargaining unit member's salary at Column III, Step 3 and benefits. Such released time shall be prearranged by May 15th or December 1st or as early as practicable thereafter prior to the end of the school semester preceding the leave, subject to suitable replacement.
- 3.5.3** The Association shall be permitted to purchase at substitute cost a reasonable number of work days per year of released time for one (1) member per site on any instructional day, as requested by the Association President for business pertinent to Association affairs.
 - 3.5.3.1** The Association shall, at the beginning of each school year, provide a list to the District of the Association's designated representatives for this purpose. The Association may substitute members on/off this list during the year. Substitute cost shall be at the then current Board-adopted daily substitute rate. If no substitute can be retained and the unit member does not opt to return to school, the substitute cost shall be 1.5 times the variable rate per period if covered by a bargaining unit member.
 - 3.5.3.2** No more than three (3) of these work days shall be used by one (1) person in the same week, nor shall leave be used in conjunction with leaves other than sick leave.
- 3.5.4** Up to ten (10) work days may be purchased by the Association at the above cost for use of not more than one (1) work day per month for a member who is elected to an office of the State Association or its affiliates.
- 3.5.5** Advance notice of not less than forty-eight (48) hours shall be provided, except that twenty-four (24)-hour notice will be accepted up to three (3) times for compelling reasons.
- 3.5.6** Such release time shall not be used for advocating or engaging in any disruption of the educational process or concerted activities as listed in

Article 16 of this Agreement.

3.6 Notice Prior to Meetings with Administrators

Unit members called into a meeting with site or District administrators shall be notified before the meeting as to the subject matter of the meeting. If the meeting is disciplinary in nature, or may result in discipline of the unit member, the Administrator shall inform the unit member of the unit member's right to representation at the meeting.

3.7 Temporary Unit Member Applicants and Probationary Positions

Temporary unit members who apply for posted probationary positions shall be interviewed and consideration shall be given for prior District service provided performance evaluations have been satisfactory.

ARTICLE 4: DISTRICT RIGHTS

4.1 District Powers and Authority

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control all of the affairs of the District to the full extent of the law. Included in, but not limited to, those duties and powers is the exclusive right to:

1. Determine its organization
2. Determine the times and hours of operation;
3. Determine the kinds and levels of services to be provided and the methods and means of providing them;
4. Establish its educational policies, goals, and objectives;
5. Insure the rights and educational opportunities of students;
6. Determine staffing patterns;
7. Determine the number of kinds of personnel required;
8. Maintain the efficiency of District operations;
9. Determine the curriculum;
10. Build, move, or modify facilities;
11. Establish budget procedures and determine budgetary allocation;
12. Determine the methods of raising revenue;
13. Contract out work; and
14. Take action on any matter in the event of an emergency.

4.2 Board Rights

It is understood that the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees as modified by this contract.

4.3 Limitations

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law and the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law. District rights enumerated herein shall not be exercised inequitably, arbitrarily, or vindictively.

The District reserves the right to declare an emergency when there is a clear threat to the physical well-being of the students, staff and/or to the property of the District. In such instances, the District may suspend any elements of the contract in order to protect students, staff and/or property. Such elements of the contract shall continue in suspension for as long as the emergency continues. The District

shall have the right to declare when an emergency no longer exists.

ARTICLE 5: GRIEVANCES

5.1 Definitions

- 5.1.1** A "grievance" is a formal written allegation by a unit member that the unit member has been adversely affected by a violation, misinterpretation, or misapplication of the specific provision(s) of the Agreement.
- 5.1.1.1** Actions to challenge or change the policies of the District or administrative regulations and procedures must be undertaken under separate legal processes.
- 5.1.1.2** Matters outside of the Agreement for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District, are not within the scope of this procedure.
- 5.1.2** A "grievant" may be any certificated non-management employee of the District covered by the terms of this Agreement.
- 5.1.2.1** Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the Agreement and provided that the District shall not agree to the adjustment or resolution of the grievance until the Association President has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a written response.
- 5.1.2.2** The Association may act as a grievant.
- 5.1.3** A "work day" is any day in which the District Office is open for business unless otherwise specified as a calendar day.
- 5.1.3.1** Waiver of Days
- Either party shall be granted a waiver of the days in winter and spring recess if requested. Waiver of days during the summer shall be mutually agreed upon.
- 5.1.3.2** Time Limits

Time limits provided in each level shall begin the work day following receipt of the written decision. Time limits should be viewed as maximums in an effort to effect speedy resolution of issues; however, time limits may be extended by mutual agreement.

- 5.1.4** A "joinder" is a joint grievance that may be filed, provided each grievant signs the grievance.
- 5.1.5** A "class grievance" is a grievance where the parties to the contract have mutually agreed that one (1) unit member may grieve on behalf of all allegedly affected employees.
- 5.1.6** A "representative" shall be any person or unit member organization who is not a party to the grievance chosen by the grievant to advise or represent the grievant. A unit member may have a representative present at all stages of the grievance procedure.

5.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's Principal or Program Administrator.

5.3 Level I – Principal, Program Administrator

- 5.3.1** Within twenty (20) work days after the grievant reasonably could have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present the unit member's grievance, in writing, on the appropriate form to the grievant's Principal or Program Administrator.
- 5.3.2** This statement shall be a clear, concise statement of the grievance, the specific section(s) of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 5.3.3** Copies of all written grievance documents by both the grievant and the supervisor shall be forwarded by the receiving supervisor to the Human Resources Office and the Association for this level and any further levels to which appeal may be made.
- 5.3.4** The Principal or Program Administrator shall communicate his/her decision, in writing, to the grievant and the Association Representative within fifteen (15) work days after receiving the grievance.
- 5.3.5** Upon the request of either party, a conference shall be held within the

above time limits.

5.4 Level II –Deputy Superintendent of Human Resources and Student Services

- 5.4.1** In the event the grievant is not satisfied with the decision at Level I, or if no written decision has been rendered within fifteen (15) work days after presentation of the grievance, the grievant may appeal the decision, in writing, to the Deputy Superintendent Human Resources and Student Services within fifteen (15) work days.
- 5.4.2** This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal, as related to the alleged specific contract violation(s).
- 5.4.3** The Deputy Superintendent Human Resources and Student Services shall communicate his/her decision, in writing to the grievant and the Association Representative, within the fifteen (15) work days after receiving the appeal.
- 5.4.4** Upon the request of either party, a conference shall be held within the above time limits.

5.5 Level III - Superintendent

- 5.5.1** If the grievant is not satisfied with the decision at Level II, or if no written decision has been rendered within fifteen (15) work days after the presentation of the grievance at Level II, the grievant may appeal the decision, in writing, to the Superintendent within fifteen (15) work days.
- 5.5.2** This statement shall include a copy of the original grievance and appeal at each level, the decisions rendered at each level, and a clear, concise statement of the reasons for the appeal.
- 5.5.3** The Superintendent or Superintendent's designee shall communicate a decision, in writing to the grievant and the Association Representative, within fifteen (15) work days after receiving the appeal.
- 5.5.4** Either the grievant or the Superintendent or designee may request a personal conference in an effort to resolve the grievance.

5.6 Level IV – Board of Trustees (Optional)

- 5.6.1** If the grievant is not satisfied with the Superintendent's decision, the grievant may, within fifteen (15) work days, request, in writing, review by the Board of Trustees, whose decision shall constitute an exhaustion of administrative relief, subject to review by a court of competent

jurisdiction.

- 5.6.2** Upon the request by either party, an executive session of the Board of Trustees shall be held to hear the grievance. If the Board of Trustees does not take action within thirty (30) calendar days, the decision of the Superintendent shall stand as the decision of the Board.

5.7 Level V - Binding Arbitration

- 5.7.1** The Association may submit the matter to arbitration by notifying the District in writing within fifteen (15) work days of the decision at Level III or if no written decision has been rendered within fifteen (15) work days after presentation of the grievance at Level III. The parties shall first attempt to agree upon an arbitrator. Should that not be achieved, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. The Association and the District shall alternately strike one name until the name of a single arbitrator remains. Lots shall be drawn to decide which party strikes first.
- 5.7.2** The statement to the arbitrator shall include a copy of the original grievance, appeals at each level, decisions rendered at each level, and a clear concise statement of the reasons for the appeal.
- 5.7.3** The hearing shall be conducted in a timely manner.
- 5.7.4** The decision of the arbitrator shall be in writing and will set forth her/his findings, reasoning, and conclusions on the issue(s) submitted.
- 5.7.5** The decision of the arbitrator shall be final and binding.
- 5.7.6** All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, cost of any hearing room, court reporter and transcript costs will be borne equally by the parties to the grievance. The parties shall pay their own costs for representation.
- 5.7.7** Nothing in the foregoing shall be construed to empower the arbitrator to make any decisions amending, changing, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make an adjustment which is contrary to law.

5.8 Optional Mediation

The Parties may at any time and any level mutually agree to submit the grievance to mediation by the State Mediation and Conciliation Service.

5.9 General Provisions

5.9.1 No Reprisals

No reprisals will be taken by any member or representative of the District or the Board against any participant in the grievance procedure by reason of such participation.

5.9.2 Higher Level Grievances

If a grievance arises out of action or inaction at a level above the principal/program administrator, the grievant shall submit the grievance at the next appropriate level.

5.9.3 Grievance Records

Grievance documents shall be filed in a separate grievance file and shall be considered confidential; however, the results of a grievance may be placed in the grievant's personnel file where appropriate to the resolution of the grievance.

5.9.4 Powers of Reviewing Parties

Parties reviewing the grievance shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

5.9.5 Non-Grievable Contract Violations

Unit members having a complaint which may not be a grievable alleged contract violation, may utilize the District's Employee Complaint Procedure. Employees utilizing the Employee's Complaint Procedure shall have the right to representation, if desired, at each step of the procedure.

ARTICLE 6: ORGANIZATIONAL SECURITY

6.1 Recognition

The District and Association recognize the right of unit members to form, join, and participate in activities of employee organizations.

6.2 Dues Deduction

6.2.1 Any teacher who is a member of the SMUHSDTA/CTA/NEA, or who has applied for membership, may sign and deliver to the **Association** an assignment authorizing deduction of unified membership dues and initiation fees in the Association. The Association shall provide the District with a list of employees who have authorized a deduction for dues. Pursuant to the information provided by the Association, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months.

6.2.2 Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

6.3 General Provisions

6.3.1 Remittance to California Teachers' Association

With respect to all sums deducted by the District pursuant to authorization of the unit member, , the District agrees promptly to remit such monies to the California Teachers' Association, accompanied by appropriate documentation.

6.3.2 Sharing of Information

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

6.3.3 District Held Harmless

The Association shall indemnify and hold the District harmless for any claims and against any lawsuit or other action arising from the administration and implementation of this Article. Such indemnification shall include any attorney's fees reasonably expended by the District in

defending against such claim or suit. The Association shall have the right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed. This indemnity provision does not include claims sustained against the District for improper administration of the terms of this Article.

6.3.4 Employee Rescission of Organizational Security Arrangement

The organizational security arrangement may be rescinded by majority vote of the employees in the negotiating unit covered by this Agreement in accordance with the rules and regulations promulgated by the Public Employment Relations Board.

6.4.5 Better Citizenship Association Deductions

The District shall provide for payroll deduction of unit member contributions to the San Mateo Union High School District Teachers' Association Better Citizenship Association (BCA) when such payroll deduction is properly authorized by the unit member. This provision is contingent on the ability of the County Office of Education payroll services to accommodate this additional deduction without significant increased cost to the District.

ARTICLE 7: WORK YEAR

7.1 Work Year

The work year for full-time unit members covered by this Agreement shall consist of 187 work days

7.2 Calendars

Calendars for the **2023-2024 and 2024-2025** school years are included in Appendices D, E and F.

7.3 Number of Days in Summer Session

7.3.1 The number of contract days in the regular summer session, if held, shall be a maximum of thirty-four (34) work days in each summer of the contract.

7.3.2 Pre-, post-, mini-sessions may be established by the Board of Trustees.

ARTICLE 8: STAFFING RATIO

8.1 Comprehensive High School Staffing Allocation Determinations

8.1.1 Non-categorical classroom program

The comprehensive high school staffing allocation for the regular, non-categorical classroom program shall be determined on the basis of a maximum ratio of 27.5 students to one (1) full-time equivalent (FTE) unit member. This ratio represents an average class size of thirty-three (33).

8.1.2 Guidance Program

The allocation for the guidance **counselor** program shall be determined on the basis of a ratio of **425** students to one (1) full-time equivalent (FTE) unit member (**425:1**).

8.1.3 Other Programs

These allocations shall be exclusive of District allocations for categorical programs, special District-funded programs, Librarian and Nurse allocations, release time allocations, and continuation and opportunity programs and shall not be used for purposes other than the regular classroom and counseling programs, respectively.

8.2 Class Size Maximums

The following individual class size maximums shall apply:

8.2.1 All regular education classes = thirty-five (35).

8.2.2 Instrumental and vocal music classes - individual class maximum = forty-eight (48).

8.2.3 Regular physical education classes - individual class maximum = forty-five (45).

8.2.4 Total Teacher Student Contacts

In addition to the staffing ratio and limitations described in section 8.1.1 of this Article, total teacher student contacts shall not exceed 168, except for Physical Education where total student contacts shall not exceed 220. If a unit member's daily student contact reaches 168, excluding P.E. and band, the Principal or designee shall meet with the unit member upon

request to discuss available support for the unit member. For unit members on a 6/5's assignment, student contacts shall not exceed 264.

8.2.4.1 Vocal and instrumental music classes shall be exempt from this numerical limitation.

8.2.4.2 Other elective classes as defined by the San Mateo Union High School District shall be exempt from the above numerical limitation with the unit member's consent.

8.3 Independent Study

8.3.1 The maximum number of full-time Independent study students assigned to a full-time Independent Study teacher will be 75 students with a total course load not to exceed 375 students. These numbers shall be prorated for part-time students and staff.

8.3.2 The maximum number of full-time Independent Study students assigned to a section of Independent Study will be 15 students.

8.3.3 Part-time Independent Study students will be prorated on a basis of five (5) periods equaling a full-time student.

8.4 Staffing Review Committee

8.4.1 A Staffing Review Committee shall be formed by April 1st to provide recommendations by May 1st on methods of better insuring that Career Technical Education, Science, and other classes with laboratory components shall not have students in excess of the number of operational lab stations in the classroom.

8.4.2 The Committee shall be composed of representatives from the above departments, each current standing department in the District, along with representatives from the Administration.

8.4.3 Recommendations from this Committee, if any, shall be subject to negotiations between the parties.

8.4.4 Assignments of students to laboratory classes in excess of the number of stations shall not occur if it is inconsistent with applicable safety requirements. Once remodeling is completed in the classroom, it shall be reevaluated by the Committee.

8.5 Requests to Exceed Maximums

- 8.5.1** Permanent unit members may indicate to the Principal, in writing, through the third Friday of each semester, a desire to exceed the class size maximums.
- 8.5.2** Unit members may indicate to the Principal, in writing, through the third Friday of each semester, a desire to exceed the class size maximums for instrumental music and vocal music.
- 8.5.3** The school Administrator may make the unit members aware of specific situations requiring action to comply with the class size maximums and request unit members to exceed the class size limit.
- 8.5.4** The Association President or site representative shall receive a written notice of the intended voluntary exception from the District within five (5) work days of the District's receipt of the request.

8.6 Deadline to Implement Maximums

The District shall have until the third Friday of each semester to implement the above maximums.

8.7 Peninsula Alternative High School Ratio

- 8.7.1** Peninsula Alternative High School shall have an individual class maximum of twenty-eight (28) students for regular education classes and thirty (30) students for regular physical education classes. These maximums shall apply after the second week of each grading period. The unit members at Peninsula Alternative High School shall have a maximum of 130 student contacts per day.
- 8.7.2** Permanent unit members may indicate to the Principal, in writing, up through the second week of each grading period, a desire to exceed the above maximums.
- 8.7.3** The Association President or Association Building President/site representative shall receive a written notice of the intended voluntary exception from the District or site Administrator within five (5) work days of the District's receipt of the request.

8.8 Extreme Conditions

In extreme conditions, the site Administration may exceed the above maximums for only one (1) class per unit member per semester and for not more than two (2) students. The District shall inform the Association President of all such administrative actions.

8.9 General Provisions

8.9.1 Positions Unassigned Pending Actual Enrollment

Nothing in this Article prohibits the District from leaving some teaching positions in the above allocations unstaffed or unassigned pending determination that actual enrollments have substantially reached projected enrollment. Adjustments required to achieve these allocations shall be made within the first two (2) full weeks of instruction in each semester unless exceptional circumstances dictate adjustment at a later date.

8.9.2 No Obligation to Create Positions

Nothing in this Article shall require the District to create positions in addition to the total District allocation when staff is in excess of these allocations, provided that no comprehensive high school has been understaffed according to these allocations.

8.9.3 Enrollment Reports

The District shall closely monitor the actual class sizes throughout the schools. A report shall be made by the Administration to the Association during the fall and spring semesters each year upon request by the Association. Each report shall provide data regarding enrollment, staffing allocation, and class size and shall include information regarding class counts. The actual class count for all regular classes in the high schools shall be made available at the time of these reports.

8.9.4 Teacher Load Review Committee

8.9.4.1 Composition

Each school shall establish a Teacher Load Review Committee which shall be composed of the Principal or designee, the Department Chair of Counseling and Guidance, and up to two (2) Association site members.

8.9.4.2 Meetings

This Committee shall meet at the request of any unit member requesting a review of unit member's teaching load.

8.9.4.3 Purpose

The Committee shall attempt to find an equitable solution to the problem presented and make recommendations to the Principal.

8.9.4.4 Recommendations

The recommendations shall be put in writing and a copy shall be given to the Association.

8.9.4.5 Student Contacts Exceeded

If the student contacts are exceeded for any unit member by the third Friday of each semester, then the Principal shall convene the appropriate Teacher Load Review Committee. The Teacher Load Review Committee shall examine the equity of the class load and may make appropriate recommendations. If the Principal decides to maintain the class contrary to the recommendation of the Teacher Load Review Committee, the Association shall be notified and the teacher of the class may appeal the Principal's decision to the Superintendent or designee. The Superintendent's decision shall be final.

8.9.5 Special Education Classes

When Special Education students are enrolled in regular educational classes, the distribution shall be equitable recognizing the overall needs of individual classroom instructional programs and duties of the involved teachers. Furthermore, in accordance with state and federal regulations and requirements, regular education teachers shall attend IEP meetings.

ARTICLE 9: HOURS OF EMPLOYMENT

9.1 Workday

9.1.1 School Day. The regular work day for bargaining unit members shall be seven and one-half (7-1/2) hours including not less than a thirty (30) minute duty-free lunch and at least fifteen (15) minutes on school site or at a work station before the employee's first assigned responsibilities for the day. It shall be within the discretion of the District to establish the bell schedule at each school.

9.1.2 Teaching Periods. Unit members shall be assigned five (5) teaching periods per work day, or a comparable work schedule within the seven and one-half (7 1/2) hour work day specified in Section 9.1.1 above.

9.1.3 The District may offer a unit member an opportunity to teach a sixth (6th) period on the following basis:

9.1.3.1 Unit members will not be asked to accept a six-fifths (6/5) assignment unless a reasonable District-wide recruitment effort yields no credentialed and competent candidates for the position. If the need for a sixth-fifths (6/5) arises after the beginning of the instructional year, no recruitment is required.

9.1.3.2 Six-fifths (6/5) positions should be limited and not part of the normal scheduling at the site **or program**. The number of six-fifths (6/5) assignments at the site **or within a program (e.g. Bridge, Middle College or Adaptive P.E.)** in a semester will not exceed two (2) **at the sites and on (1) in Bridge, Middle College and Adaptive P.E.**

9.1.3.3 The six-fifths (6/5) assignment shall be considered temporary, shall be made on a semester-by-semester basis with no right to continue from one semester to the next.

9.1.3.4 Any unit member who accepts a six-fifths (6/5) assignment shall be paid one-fifth (1/5) of the unit members per diem rate of pay. This is an "extra duty" assignment for which credit the STRS "defined benefit plan" is not available. Credit may be available under the STRS Supplemental Plan.

9.1.3.5 The site Administrator shall notify the Association President and site representative prior to notifying unit members of a six-fifths (6/5) assignment opening.

9.1.3.6 All six-fifths (6/5) assignments shall be voluntary. The site

Administrator shall notify all site unit members by email when establishing a six-fifths (6/5) assignment position. Interested unit members shall have 48 hours to notify the site Administrator that they wish to be considered. Unit members will not be asked to accept a six-fifths (6/5) assignment until this process is complete. No recruitment shall be required in the spring semester if it is a continuing class provided that both the unit member and the Principal agree to continue with the sixth-fifths (6/5) assignment.

- 9.1.3.7** Eligibility for a six-fifths (6/5) assignment shall be limited to fully credentialed unit members (excluding unit members with an intern credential) with at least two years teaching experience.
- 9.1.3.8** A six-fifths (6/5) assignment does not relieve the unit member of the normal co-curricular supervision or professional responsibilities at the school site, including but not limited to faculty meetings, department meetings and collaboration time.
- 9.1.3.9** This additional period may either be during the unit member's preparation period or may be scheduled before or after the regular work day.
- 9.1.3.10** Only unit members who are assigned to teach five periods per day may be offered a 6th period. Full time unit members who have been given a paid release period per day shall be excluded from this opportunity.

9.1.4 Non-Classroom Assignments. Unit members assigned other than a classroom assignment shall have a comparable work day which shall be assigned by the Principal or Program Administrator, the hours of which may be adjusted to be consistent with carrying out the activities necessary to fulfill the responsibilities of the unit members' position after consultation with the affected unit members.

9.1.5 Preparation and Professional Responsibility Periods

9.1.5.1 Full-Time Classroom Unit Members

- 9.1.5.1.1** Full-time classroom unit members teaching at least five (5) periods in a seven-period (7) per work day shall have not less than one (1) preparation period and one (1) Professional Responsibility Period (PRP) daily or their equivalents.

9.1.5.1.2 PRP will be used for duties related to other school assignments and for meeting professional responsibilities, including, but not limited to:

- Emergency procedures training
- Sexual harassment prevention training
- Cultural proficiency training
- Restorative justice training
- Sexual exploitation of children awareness training
- Mandated reporting responsibilities training
- On-site preparation for classroom instruction
- Grade level and/or subject area collaboration on a reasonable basis
- Responding to emails on a reasonable basis
- Posting grades, homework assignments, and test dates online in a timely manner.
- Attending IEP meetings and monitoring AP and state-mandated tests for no more than ten (10) periods on an equitable and rotating basis. IEP meetings that Education Specialist choose to schedule during their PRP do not count towards this 10 period limit.
- Education specialists may be required to administer or proctor student academic achievement assessments in lieu of state mandated test administration for ten (10) periods.

9.1.5.2 Part-time Unit Members

9.1.5.2.1 Part-time unit members will have a proportional amount of preparation and PRP time per day or the equivalent per week as they teach periods per day.

9.1.5.2.2 Except by mutual agreement, part-time unit members serving in the classroom should be scheduled so that no more than one (1) non-teaching period, other than the preparation period, falls between the first and last class assignment.

9.1.5.2.3 Part-time unit members will participate in co-curricular activities such as faculty and department meetings in the same percentage as their FTE bears to a full-time assignment. The site administration and part-time unit member shall reach agreement within the first three (3) weeks of the school year regarding how this percentage will be reached, but if no agreement is reached the administrator shall make a final decision based on site needs. Part-time unit members who voluntarily attend professional development activities in excess of their percentage FTE shall be paid at the professional development rate.

9.1.5.3 Employee Consent for Other Purposes. Except in cases of unforeseen events or emergencies, as defined by the Superintendent or District level designee, use of this time for other purposes shall have the consent of the unit member.

9.2 Substitutes

9.2.1 In the event a substitute is not available for a unit member, the District may select on a rotating basis volunteer teachers, counselors, and deans to serve as substitutes for a single period or one (1) hour (including zero period and periods outside of the regular school day.)

9.2.2 Substitute List

9.2.2.1 The administrative assistant at each school shall collect a list of volunteer names at the start of each semester.

9.2.2.2 The District shall make a good faith effort to comply with the order of rotation. Selected unit members shall receive compensation at the variable rate times 1.5. Any block period over eighty (80) minutes shall count as two (2) periods.

9.2.2.3 If this process does not result in the needed number of substitute teachers, then counselors and deans may be assigned to such positions. If the assignment is required, the affected dean or counselor shall qualify for one (1) hour of additional pay at 1.5 times the variable rate (even if the assignment involves more than one [1] hour or one [1] period of substitute teaching).

- 9.2.3** A similar additional compensation system shall apply to volunteer teachers at Peninsula Alternative High School.

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9.3 Schedule Variations

- 9.3.1** For days established as minimum days for students, in-service or workshop days, or other schedule variations (excepting the days scheduled for Back-to-School Night and Open House), unit member arrival and dismissal times shall be in accordance with the regular school day, as set by the Principal in consultation with proper faculty.
- 9.3.2** The days after the Back-to-School Night and Open House shall be minimum days.
- 9.3.3** If applicable, Peninsula Alternative High School unit members and the site Principal will mutually agree on the scheduling of the three (3) minimum days associated with final exams.

9.4 After School Duties

- 9.4.1** Unit members shall be available to render professional services following the school day in the event of special circumstances creating the need for which may arise.
- 9.4.2** Whenever possible, the Administration shall schedule and give advance notice of meetings and appointments which require the unit member's presence.

9.5 Non-Instructional Assignments

- 9.5.1** Unit members shall be available for attendance at meetings and school activities and for supervisory and other duties.
- 9.5.2** Such non-instructional assignments shall be made on an equitable basis.
- 9.5.3** Assignment Distribution Committee (Optional)
 - 9.5.3.1** If the Association site representative or the Principal desires, a Committee shall be established at each school to oversee the equitable distribution of such non-instructional assignments among the faculty.
 - 9.5.3.2** Membership on the Committee shall be determined by a method agreed upon by the Principal or designee and the site

representative.

9.5.3.3 Final determination of the distribution of such non-instructional duties shall remain with the site or District Administration.

9.5.4 Co-Curricular/Campus Supervision Committee. In addition, no later than May 15th of each year, the Principal and/or Principal's designee shall meet with the Association Building President and/or the Association Building President's designee to review the anticipated co-curricular and campus supervision needs of the school for the following year. This committee shall consider the unique needs and conditions (such as facilities, safety, weather) at the school site and the practices which exist at other District schools.

9.5.5 Unit members assigned to co-curricular activities, which are fee generating and commence more than two (2) hours after the end of the regular school day, shall receive a \$34.00 stipend per event.

9.5.6 The number of unit members assigned to such events shall be part of the considerations discussed by the Principal and Association Building President, as described in this Article.

9.5.7 Supervisory duties shall not be assigned on Saturdays, Sundays, and holidays, except by mutual agreement.

9.5.8 Part-time unit members shall attend meetings and participate in non-instructional duties in direct proportion to the contract under which they serve, unless arranged otherwise by mutual agreement with the Principal.

9.5.9 When, in order to avoid cancellation of a previously scheduled student event, a unit member must be assigned for supervisory duty without mutual agreement, such assignment shall occur not more than once per unit member during the term of the contract. Nothing in this section shall preclude voluntary professional activity.

9.5.10 Unit members assigned to co-curricular positions for which compensation is made shall be expected to contribute equally with other unit members to the general supervision and duties of the District and school operation.

9.6 Lunch Period. Full-time unit members shall have a duty-free, uninterrupted lunch period of not less than thirty (30) minutes each work day as near noon as is reasonably possible. This section does not preclude voluntary professional activities during this lunch time.

9.7 Multi-School Assignment

9.7.1 Whenever the District asks a bargaining unit member to accept a multi-school assignment, the District shall inform the unit member that an additional preparation period for travel is an option which may be included in the Agreement to accept such an assignment, but only with the approval of the District.

9.7.2 The Association will be informed of any multi-school assignments in sufficient time to meet with the affected unit member prior to the Agreement being finalized. This Agreement shall be reduced to writing and a copy of the Agreement shall be given to the Association President.

9.7.3 Unit members assigned to District programs, where scheduled assignments require their presence on more than one (1) campus in a day, shall not be required to travel on their duty-free lunch period.

9.7.4 Employees assigned to multi-school assignments will receive a mileage reimbursement for their travel between sites if they are not given an additional prep period for their travel.

9.8 Absence During Work Day

9.8.1 Unit members shall not leave campus during the work day without notice to the site Administrator or designee.

9.8.2 The site Administrator or designee reserves the right to require a unit member to get advance permission before leaving campus during the work day.

9.8.3 Failure to adhere to the provisions of Section 9.8 may result in appropriate disciplinary action, including appropriate loss of pay.

9.9 Non-Student Teacher Workday Schedule. The non-student teacher workday scheduled at the beginning of each semester shall be used primarily for unit member preparation purposes. Meetings, if any, called by District or site Administrators on those days, shall not exceed 120 minutes in length.

ARTICLE 10: SALARY COMPENSATION

The 2023-2024 salary schedule (Appendix A) shall be revised by an increase in salary of 4%.

10.1 General Provisions

10.1.1 The salary schedule is attached as Appendix A.

10.1.2 Total Compensation

10.1.2.1 Salary and benefits for all unit members in the bargaining unit, as stipulated in this Agreement and its Appendices, shall be deemed total compensation for all services rendered for the regular contract year.

10.1.2.2 No compensatory time off will be granted for co-curricular positions listed in the Appendix.

10.1.2.3 Upon written request to be submitted by May 15th, in school years that end in June, unit members may elect to receive their compensation in eleven (11) or twelve (12) monthly payments. In school years that end in May, unit members may elect to receive their compensation in ten (10) or twelve (12) monthly payments. Unit members shall receive their first paycheck in August.

10.1.3 Part-Time Unit Members

10.1.3.1 Unit members employed in a position for less than full-time shall receive compensation on a pro rata basis proportionate to their employment.

10.1.3.2 Part-time unit members whose school day is extended by District-wide testing will be paid at preparation period substitute rate, for the additional time they will be on campus.

10.1.4 Extended Year Salary

10.1.4.1 Unit members who are employed for more days than the number of days required by this Agreement, shall be paid on the ratio of the number of days to the total number of days in the regular contract year.

- 10.1.4.2** Counselors and Deans shall be scheduled on a site basis from up to ten (10) additional paid days beyond the regular contract year.
- 10.1.4.3** Psychologists may be scheduled on a site basis for up to five (5) additional paid days beyond the regular contract year.
- 10.1.4.4** The Health and Wellness Coordinators may be scheduled on a site basis for up to fifteen (15) additional paid days beyond the regular contract year.
- 10.1.4.5** Nurses and Program Specialists may be scheduled on a District/site basis for up to ten (10) additional paid days beyond the regular contract year.

10.1.5 Co-curricular Program

- 10.1.5.1** Persons employed for athletic or other co-curricular program positions, as established by the District, shall receive compensation in the salary amount defined in Appendices B or C.
- 10.1.5.2** This compensation shall not be a part of the unit member's contract and shall be paid upon the completion of the sport season or semester, whichever is appropriate to the employment.
- 10.1.5.3** No unit member shall earn two (2) stipends in one (1) season unless activities for the two (2) stipends are conducted at separate times as two (2) distinct contract obligations.
- 10.1.5.4** When, in the judgment of the District, two (2) teams in a season must be fielded under the direction of one (1) coach, the varsity (higher) stipend shall be increased by one-quarter (1/4) to reflect the added responsibility.

10.1.6 Common Assessments

Unit members mandated to participate in District curricular programs and common assessments shall be compensated equitably at variable rate or with release time. The curriculum councils will collaborate with the District and Association to determine the time and form of compensation for work done with common assessments.

10.2 Salary Schedule

10.2.1 Structure

The certificated salary structure shall be based upon the following:

10.2.1.1 Experience Increments - Steps in accordance with the amount of teaching experience as defined below:

Class I, II - Twelve steps

Class III - Ten steps

Class IV, V, VI - Twelve steps

10.2.1.2 Educational Training Increments - Classes in accordance with the amount of academic preparation.

Example:

Class III - A.B. plus 30 units

Class IV - A.B. plus 45 units

Class V - A.B. plus 60 units

Class VI - A.B. plus 75 units

10.2.1.3 Unit members with less than an A.B. plus 30 shall receive the minimum salary as stated in Appendix A. Step movement shall apply annually up to Step 12; however, the salary shall not change unless the unit member qualifies for Class III or higher. Unit members hired after date of this Agreement who may be placed at a salary schedule for A.B. & less than 30 units shall remain at this level for no more than three (3) years; unit members who do not move to a higher class prior to completion of the probationary period shall not be considered for permanent status.

10.2.2 Criteria for Placement and Advancement

10.2.2.1 Unit members shall be placed on the salary schedule appropriate to the position for which they have been employed.

- 10.2.2.2** Original placement and subsequent advancement on the schedule shall be in accordance with the criteria established in Article 10.3, "Experience Increments," and Article 10.4, "Educational Training Increments (Classes)," when these criteria are applicable to the particular schedule on which the employee is placed.

10.3 Experience Increments (Steps)

10.3.1 Definition of Years of Credit (Salary Credit)

- 10.3.1.1** The total amount of salary placement credit for prior years of teaching experience to be granted to bargaining unit members initially entering the employment of the District on or after July 1, **2022**, for all experience and training of all kinds, shall be **eight (8) years for placement on Step 9**; a unit member shall advance only one (1) step in any one school year.
- 10.3.1.2** In determining years of credit, not more than one (1) year of experience shall be allowed for service or teaching done during any school year (July 1-June 30), as defined by the Education Code, regardless of how many types of service or teaching have been engaged in and regardless of the fact that two (2) or more different types may have overlapped.
- 10.3.1.3** In computing years of experience, seventy-five percent (75%) of the days school is in session in the District shall be considered as a full year of service.
- 10.3.1.4** When unit members are employed in the midyear by the District, or when they are granted leaves of absence for a half (1/2) year or more, those persons shall be allowed to combine the minor portion of the year taught in this District with any minor portion of years of experience outstanding and unused in determining their status at the time of the award of their initial contract with the District. The combination of fractional credits under this section shall never exceed a total of one (1) year's credit.

10.3.2 Teaching Service

10.3.2.1 Service Credit for Prior Experience

All unit members employed by the District on or after July 1, 2012 shall be granted salary credit for teaching seventy-five percent (75%) or more of the days school was operated in a

California public school, accredited college or accredited private school if done while possessing a regular California credential or its full equivalent on the basis of one (1) year of credit for one (1) year of teaching up to a maximum of five (5) years of credit.

10.3.2.2 Verification

10.3.2.2.1 All verification of previous employment must be received by the end of the fall semester for changes in step placement for the school year hired. If this is not completed, the change will be made the following year.

10.3.2.2.2 New teachers hired for one semester will have until the end of the third month of employment to obtain credit for verification of previous employment for that assignment.

10.3.2.3 Adult Center, Evening School or Summer School

No salary credit shall be granted for teaching in any adult center, evening school, or summer school unless such teaching is in a junior college or university where evening sections are part of the regular daytime college assignment.

10.3.2.4 Special Schools

Teaching in special schools conducted by the school department of any city, county, state, or other governmental units shall be credited, as stated in the above paragraph.

10.3.2.5 Armed Services

10.3.2.5.1 One (1) year of salary credit for each twelve (12) months of service, or major fraction thereof, shall be allowed to unit members who were granted leaves of absence from the District during the wartime emergency to serve in a civilian capacity as teachers of secondary school subjects in any branch of the armed services.

10.3.2.5.2 This same rule shall be applied to those unit members who were in the service prior to entering this District, provided that they had received their teaching credentials before

entering such service.

10.3.3 Other Experience

10.3.3.1 Service in Armed Forces (non-teaching)

10.3.3.1.1 Any unit member who was granted a leave of absence by the District to serve in the armed forces of the United States under conditions prescribed in the California Education Code shall be given one (1) school year of salary credit for each twelve (12) months service or major fraction thereof.

10.3.3.1.2 The same rule shall apply to any unit member who was in the service prior to entering this District, provided that the unit member had received the unit member's teaching credential before entering such service.

10.3.3.2 Vocational Experience

Salary credit shall be allowed for trade or vocational experience when such experience is required in meeting trade or vocational credential requirements.

10.3.3.3 Study for Advanced Degree

No salary credit shall be allowed for time spent in study for an advanced degree previous to employment in the District.

10.3.4 Leave of Absence Credit

10.3.4.1 Salary increment credit shall be granted for the period of time a unit member is on sabbatical leave, military leave, teacher exchange leave, or educational leave without pay granted by the Board of Trustees.

10.3.4.2 Personal leave does not qualify for increment credit.

10.4 Educational Training Increments (Classes)

10.4.1 Advanced Degree Stipends

A separate stipend shall be granted for a master's degree, and National Board Certified Teacher (NBCT), as specified in the certificated salary

schedule Appendix A. Increments shall be limited to recognition of one (1) master's, one (1) doctoral degree and on (1) National Board Certified (NBCT)

10.4.2 Educational Training Classification

10.4.2.1 Educational training status under the schedule shall be designated as:

Class III - Bachelor's degree plus 30 units

Class IV - Bachelor's degree plus 45 units

Class V - Bachelor's degree plus 60 units

Class VI - Bachelor's degree plus 75 units

10.4.2.2 Counting of Credit

Credit toward advancement on the salary schedule starts with the bachelor's degree. Units taken prior to the receipt of the degree may not be counted unless specified as graduate work on the official transcript of the college where the work was completed. Courses required for the completion of the bachelor's degree cannot be counted as graduate work.

10.4.2.3 Date of Completion

The date of the degree—bachelor's, master's, or doctor's—may be considered as the date of the completion of all requirements as certified by the awarding institution rather than the date of the actual awarding of the degree.

10.4.2.4 Evaluation

Educational training for advancement from one class to another is to be evaluated in terms of semester hours. A unit member will be advanced from one class to another upon presentation of official transcripts giving evidence of additional units completed.

10.4.3 Approved College Courses and Workshops

Courses or workshops for which salary credit will be granted, subject to pre-approval, are:

- 10.4.3.1** Courses required by an accredited college or the California State Department of Education for a California credential.
- 10.4.3.2** Upper division and graduate courses from an accredited institution in or related to a unit member's teaching fields.
- 10.4.3.3** Undergraduate courses from accredited institutions that directly benefit the unit member's current or potential assignment.
- 10.4.3.4** Courses and workshops sponsored by the District, San Mateo County Office of Education, other accredited educational institutions, and professional organizations. Courses and workshops shall be related to unit member's teaching field or assignment. Fifteen (15) cumulative hours of attendance shall equal one (1) semester unit of credit for salary schedule advancement purposes.
- 10.4.3.5** Salary credit will not be granted if compensation in the form of time, money, registration, and/or other fees is paid by the District, or the course grade (if applicable) is less than a "C" in a "Pass/Fail" grading system, "Pass" shall be deemed grade "C" or better. Of each fifteen (15) semester units of credit earned for salary schedule advancement purposes, no more than six (6) semester units shall come from workshop attendance credits.

10.4.4 Petition Deadlines for Course and Workshop Approval

- 10.4.4.1** All courses taken for salary credit on the salary schedule must be pre-approved by the Human Resources Department after review by the Department Head, Principal or appropriate supervisor or credit will be denied by the District.
- 10.4.4.2** If problems arise at the time of actual registration for college courses, the Human Resources Department must be notified immediately of the necessary changes and approval of these changes obtained. Failure to notify the Human Resources Department and obtain approval may result in a denial of credit for the course.
- 10.4.4.3** Forms for obtaining approval may be secured from each Principal or from the Human Resources Department. A unit member applying for undergraduate course approval must also attach to the form a proposal explaining how the course will directly benefit the unit member's current or potential

assignment. The proposal must be pre-approved by the unit member's Principal and the Deputy Superintendent Human Resources and Student Services or designee.

- 10.4.4.4** If advance approval cannot be obtained for a substantiated unavoidable reason, it shall be within the sole discretion of the Deputy Superintendent of Human Resources and Student Services to grant approval of the units at the beginning of the next school year.

10.4.5 Unit Limitations in the Academic Year

The number of units in which a unit member enrolls during the academic year should not detract from the performance of the unit member's total professional responsibility as a District employee. In the event that the Deputy Superintendent for Human Resources and Student Services determines that the number of units a unit member is enrolled in may impact the ability of the unit member to fully and most competently perform the unit member's duties, the unit member may limit the number of units for which the unit member may receive salary placement credit.

10.4.6 Change of Salary Classification

- 10.4.6.1** A unit member may change salary placement because of approved college courses, workshops, work experience programs, and/or the addition of an advanced degree completed by September 30th.

- 10.4.6.2** Changes in salary classification shall be made once each year and not later than October 31st. Verification of coursework (transcripts and/or supporting documentation) shall be provided to the District by no later than October 31st. Any verification of coursework (transcripts) received after October 31st may be recorded and result in salary placement will be made the following contract year.

10.4.7 Final Filing of Official Transcripts

- 10.4.7.1** Valid official transcripts must be submitted as evidence of completion of all collegiate work and must be submitted within five (5) years of date of completion. Credit for the unit shall only be prospective from the date the official transcript is submitted to the Human Resources Department.

- 10.4.7.2** New unit members must submit all official transcripts for

employment and placement on the salary schedule by the end of the fall semester to receive credit for salary placement for the school year the unit member is employed.

- 10.4.7.3** If a unit member is hired for only one semester, official transcripts must be submitted prior to the end of the third month of employment to receive credit for that assignment.

10.5 Work Experience Program

- 10.5.1** The purpose of the Work Experience Program is to enable unit members to receive credit for summer employment which contributes to their effectiveness as employees in their respective teaching fields.

- 10.5.2** Only unit members serving under regular credentials may apply.

- 10.5.3** A person must be an employee of the San Mateo Union High School District for a period of one (1) year on a full-time basis prior to receiving credit under these regulations and must secure prior approval from the supervising administrator and the Human Resources Department, as defined below.

10.5.4 Allowance of Credit Requirements

- 10.5.4.1** Employment must be during the summer vacation period for a minimum of three (3) consecutive weeks on a full-time basis or six (6) weeks on a one-half (1/2) day basis.
- 10.5.4.2** Employment must be directly related to the unit member's teaching assignment and must provide a substantial increase in the unit member's skill in, knowledge of or understanding of, the basic aspects of the unit member's work.
- 10.5.4.3** Employment must be with a bona fide and established organization or business enterprise. Self-owned, family-owned, or self-operated enterprises are not within the definition of an approved business organization.
- 10.5.4.4** Employment in any capacity with the District or as a teacher in any locality will not be approved for credit.
- 10.5.4.5** A work experience project cannot be approved simultaneously with a summer school academic program or a workshop program.

10.5.5 Credits Allowed

- 10.5.5.1** Three (3) upper division semester units of salary credit may be allowed for the first three (3) weeks and one (1) semester unit for each two (2)-week period thereafter to a maximum of six (6) semester units. No fractional credit will be allowed. A work week consists of forty (40) hours.
- 10.5.5.2** A maximum of six (6) upper division semester units of work experience may be applied for advancement from one class of the salary schedule to another, such as A.B. + 45 to A.B. + 60.

10.5.6 Application and Approval

An application on the District form must be filed with the Human Resources Department in advance. This application must be signed by the school Principal and the Department Head in the area of teaching. The purpose of these signatures is to indicate that the unit member discussed the unit member's plans with these individuals. The signatures do not constitute approval or disapproval. After consideration by the Deputy Superintendent Human Resources and Student Services, the applicant will be notified, in writing, of approval or denial of the request.

10.5.7 Verification and Reporting

- 10.5.7.1** When the employment is completed, verification of satisfactory employment must be certified on the District form by a responsible official of the company or organization.
- 10.5.7.2** A final report must be filed with the Human Resources Department following the summer's work. This report must be typewritten and contain a detailed description of the work completed and the educational values gained.
- 10.5.7.3** Final allowance of credit shall be determined by the Deputy Superintendent Human Resources and Student Services.
- 10.5.7.4** It will be the responsibility of the unit member to ensure that the appropriate form is in the Human Resources Department following summer employment.

10.5.8 Salary Classification

Changes in salary classification will be made in accordance with provisions of this Agreement.

10.6 Career Increment Program

10.6.1 Purpose

A career increment program (see Appendix A) is established in the salary schedule to recognize by financial stipend those unit members who are at step 12, Class VI, of the schedule who have continued to provide exceptional service to the District and to the profession and who have participated in continuing professional development and self-renewal.

10.6.2 Increments

One (1) career increment, plus two (2) additional increments, may be earned by each qualifying unit member and shall be retained during employment in this District unit.

10.6.3 Years of Service

Career increments to be effective at the beginning of the sixteenth (16), nineteenth (19), and twenty-second (22) years of service. Contract language to be modified consistent with this proposal.

10.6.4 Eligibility Requirements

10.6.4.1 Unit members shall be eligible for the first career increment stipend provided:

10.6.4.1.1 They have served the District three (3) years beyond Step Twelve (12) on the salary schedule and are on Column Classification VI; and

10.6.4.1.2 They have received a “Satisfactory” or better rating on their most recent regularly established performance appraisal.

10.6.4.1.3 They have served at least fifteen (15) years in the education profession, with at least five (5) years in the District.

10.6.4.2 Unit members shall be eligible for the second Career

increment stipend provided:

10.6.4.2.1 They have maintained eligibility under Article 10.6.4.1.2 above; and

10.6.4.2.2 They have served the District three (3) additional years after becoming eligible for the first career stipend.

10.6.4.3 Unit members shall be eligible for a third Career Increment provided:

10.6.4.3.1 They have maintained eligibility under Article 10.6.4.1.2 above, and

10.6.4.3.2 They have served in the District three (3) additional years after becoming eligible for the second career stipend.

10.7 Reduced Services Contract Program

10.7.1 Upon approval of the Board of Trustees, unit members may participate in a reduced services program under which their retirement benefits will be based on full-time employment. After a unit member has elected to participate in this program, the initial FTE of service may not be changed without the written approval of the District. If a change in FTE is approved by the District, the unit member may be subject to transfer at any time to any site the District deems necessary notwithstanding any other provision of this Agreement. The unit member will have the option of accepting the transfer with the changed FTE or maintaining his or her original FTE and location.

10.7.2 To qualify for a reduced services contract:

10.7.2.1 The unit member must have reached the age of fifty-five (55) prior to reduction in workload.

10.7.2.2 The unit member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

10.7.2.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.

10.7.2.4 The unit member must submit a request to participate in the Reduced Services Contract Program no later than February 15th of the year prior to the school year in which the unit member wishes to reduce the unit member's contracted services.

10.7.3 Salary and Health Benefits

The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which the unit member makes the payments that would be required if the unit member remained in full-time employment. The unit member shall receive health benefits in the same manner as a full-time unit member.

10.7.4 Days of Service

The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during the unit member's final year of service in a full-time position.

10.7.5 Execution

The Agreement will require mutual consent of the unit member and the District and shall be executed in writing prior to the school term in which reduced service begins.

10.7.6 Renewal

A reduced services contract shall not be renewed for more than five (5) years. At the completion of exercise of this program option, the unit member shall take full retirement. A unit member exercising the option described in this section of the contract may apply at any time during this participation for the Retirement Incentive Program below in Article 10.8 within the limits set forth herein. Such applicants will be considered on a priority basis by date of application.

10.7.7 Retirement Credit

10.7.7.1 Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in the proportion that it related to the annual salary that would have been paid had

the employment continued.

- 10.7.7.2** Retirement contributions for service not credited because of termination of contract or agreement, by resignation, dismissal, or retirement, will be returned to the participant, or in case of death, to the beneficiary.

10.7.8 Supervision and Professional Responsibilities

Participants exercising this option shall be responsible for the participant's pro rata share of supervision and other professional responsibilities, as defined in Article 9, Hours of Employment.

10.7.9 Section Expiration

This section shall expire when sunsetted by current legislation.

10.8 Retirement Incentive Program

- 10.8.1** Upon approval of the Board of Trustees, full unit members may enter an early retirement program for up to five (5) consecutive years in accordance with the following conditions:

- 10.8.1.1 Eligibility**

- Eligibility for this program is based on ten (10) years of full-time satisfactory certificated service in the San Mateo Union High School District and attained the age of fifty-five (55).

- 10.8.1.2 Service Contracts**

- 10.8.1.2.1** Participants opting for this program shall contract for service to the District for thirty (30) days each year for \$9,000 each contract year.

- 10.8.1.2.2** Such contract for service may include, at the option of the District, substitution, administering student testing, consulting, teacher consulting, curricular planning, collaborating, supervising, participating in a new teacher assistance program, and/or other services required by the District.

10.8.1.3 Renewal

Annual renewal for a period not to exceed five (5) years will be granted upon satisfactory completion of the contracted services, as determined by the District. The termination age for participation in this program will be the end of the school year in which the participant reaches sixty-five (65) years of age, with July 1 starting the school year.

10.8.1.4 Insurance

Persons in this program may elect to participate at their expense in the District health, dental and vision insurance programs.

10.8.1.5 Termination of Participation

Once a participant has entered into the program, participation may be discontinued any time; the participant may not, however, return to regular employment in the District unless the Early Retirement Program is terminated by the District. In this event, the participant's placement on the salary schedule would be determined by salary policy, as defined in this Article.

10.8.1.6 Application and Approval

Application shall be made to the Human Resources Department by March 1st of each year. Approval will be granted on the basis of District need for the contractual services offered.

10.8.2 Supplementary Extension Agreements

10.8.2.1 Nothing in this section shall preclude a supplementary agreement between an existing participant and the District to extend the number of days of service beyond thirty (30).

10.8.2.2 Extensions must be by mutual agreement, based on a recommendation from the Superintendent to the Board of Trustees, and a March 1st application deadline.

10.8.2.3 Compensation for the additional days of service shall be mutually agreed upon.

10.8.2.4 Such supplementary agreements shall be limited to the year for which they are made.

10.8.2.5 Neither the participant nor the District shall be under any obligation to enter into any such supplementary agreement or to renew a supplementary agreement.

10.9 Any unit member who provides notice to the District no later than February 1st of the unit member's written intent to retire from the District on the on the last day of the school year and who retires from the District on the last day of the school year shall be paid \$1,000 no later than July 30th of that calendar year.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

11.1 Benefits

11.1.1 Active Employees

11.1.1.1 For the 2023 calendar year only, the District's contribution for medical insurance benefits shall not exceed the following amounts on a monthly basis for 10 months:

	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>	<u>Tenthly Total</u>	<u>Yearly</u>
Employee Only	\$ 912.96	\$ 75.64	\$ 12.80	\$1,016.76	\$1,001.10
Employee + Spouse	\$1,763.04	\$ 139.13	\$ 26.53	\$1,958.34	\$1,928.70
Employee + Child	\$1,634.88	\$ 139.13	\$ 26.53	\$1,828.02	\$1,800.54
Employee + Children	\$1,634.88	\$ 207.24	\$ 37.67	\$1,907.27	\$1,879.79
Employee + Spouse + Children	\$2,502.60	\$ 207.24	\$ 37.67	\$2,789.63	\$2,747.51

High Deductible Health Plan (HDHP) with Health Saving Account (HSA) Four-Tier
District Contributions for the 2023 calendar year:

District Contribution for:	Kaiser	Sutter
Employee Only	\$ 750.00	\$ 750.00
Employee + Spouse	\$1,750.00	\$1,750.00
Employee + Child(ren)	\$1,500.00	\$1,500.00
Employee + Spouse + Child(ren)	\$2,250.00	\$2,250.00

For the 2024 calendar year only, the District's obligation shall be to pay the full cost of the Kaiser and Sutter HMO Plans for full time employees and prorated for part-time employees as provided by the collective bargaining agreement.

11.1.1.2 The maximum District contribution will be pro-rated accordingly for unit members who work less than full-time. Because both dental and vision are non-voluntary plans, all active bargaining unit members must be enrolled in the plan for at least single coverage.

11.1.1.3 Domestic partner coverage shall continue to be part of applicable health, dental, and vision insurance coverage consistent with carrier requirements.

11.1.1.4 A surviving spouse and dependents of a deceased unit member are eligible to convert at their own expense from group coverage to available individual medical insurance plans through existing District carriers.

11.1.1.5 Insurance coverage shall become effective the first of the month following the month of employment.

11.1.1.6 IRC 125 Plan

The District shall maintain an IRC 125 Plan whereby unit members can pay for out-of-pocket health insurance premiums, excess medical costs, dependent day care with pre-tax dollars consistent with carrier requirements. No fee or expenses shall be charged to unit members for implementation and operation of the IRC 125 Plan. The District will match up to \$400 per year any contribution a unit member makes to the unit member's medical or limited purpose IRC 125 plan.

In lieu of the \$400 IRC 125 contribution, the District will provide a \$400 stipend to any unit member who provides proof that s/he has paid at least \$400 during the fiscal year towards student loan debt.

11.1.2 Benefits for Employees on Leave

11.1.2.1 Full-time unit members on leave with pay shall receive the same amount(s) listed above.

11.1.2.2 Part-time unit members shall receive a proration of this annual amount equivalent to their fractional employment.

11.1.2.3 Unit members on leave without pay status may elect to purchase the medical, dental and vision insurance through the existing District plans. A unit member who so elects must provide the District with checks monthly in the amount of the monthly premium in accordance with the directions supplied by the District. Failure to do so, or default of any check submitted for payment, may result in immediate cancellation of the insurance policy. It shall be the unit member's responsibility to seek reinstatement.

11.1.3.2 Upon return from leave, it shall be the responsibility of the unit member to reactivate the unit member's insurance program which may have been canceled.

11.1.3.3 It shall be the unit member's responsibility to keep the District informed regarding the correct subscriber coverage while on leave of absence; failure to do so, which results in overpayment to the insurance company, may result in an equivalent credit reduction to the unit member.

11.2 Retirement Benefit Insurance Incentive

11.2.1 Eligibility

11.2.1.1 The following option is available to unit members who elect early retirement if proper written notice is provided to the District by March 1st.

11.2.1.2 This option is not available to unit members on reduced services contract or other early retirement incentive programs.

11.2.1.3 Unit members electing this option shall have credited against their elected medical, dental and vision insurance coverage (District offered plans) up to \$250 per month for ten (10) years or until age sixty-five (65), whichever occurs first.

11.2.1.4 Eligibility for this program is based on ten (10) years of full-time satisfactory certificated service in the San Mateo Union High School District (or equivalent part-time service) and attained age of fifty-five (55).

11.2.2 Notification to District

It shall be the retiree's responsibility to keep the District informed regarding the correct subscriber coverage; failure to do so, which results in overpayment to the insurance company, may result in an equivalent credit reduction to the retiree.

11.2.3 Credit Upon Death

If a retiree who has elected this option dies before the expiration of ten (10) years, or the attainment of age sixty-five (65), family credit shall be discontinued, except where the spouse is also a District retiree; then the remaining years may be credited to that spouse.

11.2.4 Retirement Defined

Retirement is defined for purpose of this option as the most recent birthday on the effective date of retirement.

11.2.5 Spouse Continuation of Benefits

In the event of the death of a retired employee who is participating in the District health benefit program, the retired employee's spouse (for life) and dependents (to age limit/qualification) may continue to participate in the District health benefit program at the retired employee spouse's expense, contingent on health carrier approval.

11.3 Teacher Protection

In recognition of the unit member's responsibility and duty to supervise students, the District shall establish a self-insurance fund to provide payment of costs for replacement or repair of certain property of a unit member, subject to all of the following conditions:

- 11.3.1** The claim results from the unit member's performance in the line of duty and supervision, without fault of the unit member;
- 11.3.2** The claim results from damage to property in an altercation occurring in the line of duty;
- 11.3.3** The claim is for repair or replacement of personal property of the unit member, including only such items as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member in the line of duty;
- 11.3.4** The maximum amount paid to the unit member for any one claim shall be \$200.00;
- 11.3.5** There shall be a deductible amount of \$25.00 applied to each claim submitted by a unit member;
- 11.3.6** The unit member shall submit a claim as soon as practicable to the unit member's Principal or immediate supervisor for final approval by the Superintendent or designee. Such claim shall include substantiation for the value of the item(s) claimed; and
- 11.3.7** Subrogation

In the event a payment is made to a unit member under this policy, and

to the extent of such payments, the District will be subrogated to any right of the unit member to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.

11.4 AB 265 Medicare

11.4.1 The District agrees to implement the provisions of AB 265 (Medicare)

11.4.2 The unit member and District shall each pay their respective required contributions.

11.5 Bargaining unit members who are regularly assigned to at least .5 of a full-time equivalent (FTE) position and who voluntarily agree to provide substitute teaching or other services approved by the District shall be allowed to participate in the District's IRC 125 on the same basis as other bargaining unit members and may apply their earnings for their substitute work to pay the unit member's portion of the health insurance (medical, dental, and vision) premiums through the District's IRC 125 plan in compliance with all federal regulations.

11.5.1 Part-time unit members who are regularly assigned to at least .5 FTE shall be paid for their voluntary service to substitute teach at the rate of at least \$60 per period or \$120 per block period for at least the number of periods that will equal the value of the employee's contribution for health insurance premium(s) paid on their behalf by the District. In such case, there shall be no net salary realized by the employee who works only the minimum number of days to cover the cost of the unit member's portion of health insurance premiums through the District's IRC 125 plan. Unit members who agree to participate in the benefits of this provision will retain the right to substitute only when they volunteer.

11.5.2 In the event that a part-time unit member participating in this program fails to fulfill the required number of periods equivalent to the value the District has paid for the unit member's portion of the health benefit premium, the District shall have the right to recover the value from the unit member.

11.6 Retired teachers' who are retired from the District and CalSTRS' and agree to provide substitute teaching or other services approved by the District after retirement from the District shall be allowed to participate in the District's IRC 125 on the same basis as active bargaining unit members and may purchase health insurance (medical, dental, and vision) under the plans and on the same terms as offered to active employees except that no payment by the retiree will be required until the retiree begins to provide services to the District and may elect to pay for the health insurance premium(s) through the District's IRC 125 plan in compliance with all federal regulations.

- 11.6.1** Retired teachers participating in this program shall provide substitute teaching or other services approved by the District at the Retiree Substitute rate listed on the Miscellaneous Salary Schedule for at least the number of days that will equal the value of the health insurance premium(s) paid on their behalf. There will be no net salary realized by the employee who works only the minimum number of days and pays for the cost of the health insurance coverage through the District's IRC 125 plan.
- 11.6.2** The Parties understand that under the rules adopted by the State Teachers' Retirement System (CalSTRS) retired certificated employees may not receive income from a public school district for at least 180 calendar days following the date of retirement. Therefore, the first day of substitute or other services provided by a retired teacher shall occur at least 180 calendar days from the date of retirement.
- 11.6.3** In the event that a retired teacher participating in this program fails to fulfill the required number of periods equivalent to the value the District has paid for the teacher's portion of the health benefit premium, the District shall have the right to recover the value from the retired teacher.

ARTICLE 12: LEAVES

12.1 General Provisions

12.1.1 Unit Member Status After Leave

- 12.1.1.1** At the expiration of the leave of absence, the unit member shall be reinstated in the position that the District directs.
- 12.1.1.2** A unit member on leave shall be considered for transfer under provisions of Article 13 of this Agreement in the same manner as other unit members and should neither forfeit nor gain an advantage because the unit member is on leave.

12.1.2 Responsibility for Notification of Absence

- 12.1.2.1** In case it is necessary for a unit member to be absent, it is the unit member's responsibility to notify the District substitute management system prior to the beginning of the absence and provide instructions for the substitute.
- 12.1.2.2** Unit members shall submit notification to the District substitute management system immediately following the unit member's determination the unit member will not report to work.
- 12.1.2.3** Any such notification should be no later than 6:30 a.m.
- 12.1.2.4** If a unit member must leave work after arriving at school, the unit member must notify the Principal before leaving the site to assure that the unit member's classes will be covered and shall leave lesson plans for the substitute(s).

12.1.3 Responsibility for Verification of Absence

- 12.1.3.1** Unit members must verify all absences and must complete such absence reports, as may be required by the District.
- 12.1.3.2** Absence due to illness exceeding a period of five (5) teaching days must be verified by a statement of proof from the physician and the written verification presented to the District when the unit member resumes work.
- 12.1.3.3** With reasonable cause, the District may require proof of absence at any time; nonetheless, the District has the authority to require a doctor's certificate from unit members

after three (3) days of absence.

12.1.3.4 Falsification of such statements shall result in appropriate disciplinary action and adjustment of pay.

12.1.4 Minimal Increment of Leaves. All leaves of absence shall be taken in increments of no less than one hour based upon a work day of seven (7) hours; i.e., a unit member who is absent for one hour shall have 1/7 deducted from any leave entitlement provided herein.

12.2 Leaves of Absence for Illness

12.2.1 Definition

Absence for illness, injury, medical disability, or quarantine shall hereinafter be referred to as “illness” and leave for such illness as “sick leave.”

12.2.2 Accumulative Benefits With Full Pay

Unit members are entitled to ten (10) days of leave for illness each school year, accumulative indefinitely. Such leave is applicable the first working day of the school year. Full compensation shall be paid during the time of such leave.

12.2.3 Termination of Service Adjustments

12.2.3.1 If a unit member takes ten (10) days of leave and subsequently fails to serve the District for a full school year, the District will deduct an amount equivalent to the unearned leave from the final check payable to the unit member.

12.2.3.2 If a unit member becomes ill on the first day of school, but remains for the full year as an employee of the District, the unit member is entitled to draw compensation as provided in accordance with the provisions of the Education Code.

12.2.4 Transfer of Accumulated Sick Leave

12.2.4.1 A certificated employee of another California school district who has been an employee of that district for one (1) year or more and who accepts a position requiring certification qualifications in this District at any time during the second or any succeeding school year of the unit member's employment with the former district shall, in writing, notify the Human Resources Department of this District of the name

and address of the district by which the unit member was last employed and request credit for accumulated leave of absence for illness to which such a unit member is, or was, entitled under the Education Code at the time of separation.

12.2.4.2 This District shall thereupon request such information from the former district of employment.

12.2.4.3 Upon verification by the chief administrative officer of the former district of employment, the unit member shall be credited with such accumulated and unused leave of absence.

12.3 Sick Leave With Part Pay (Differential Pay)

12.3.1 When absence for illness extends beyond the number of days of sick leave and is less than five (5) school months, or 100 days (including sick leave days), the Board of Trustees will not deduct from the unit member's salary an amount in excess of the sum that is actually paid a substitute/replacement employee employed to fill the unit member's position during the unit member's absence or, if no substitute/replacement employee was employed, the amount that would have been paid to a substitute had he or she been employed. The deduction may include stipends such as Department Head, Curriculum Coordinator, coaching, etc. on a pro-rata basis if a replacement is appointed for those positions.

12.3.1.1 The substitute deduction rate for a teacher with a long-term absence of over thirty-one (31) days will be the Long Term Rate for the first thirty (30) days of the absence and the "Long Term: Thirty-one or more consecutive days" rate set forth on the Miscellaneous Salary Schedule starting on the thirty-first (31) day of the absence and for each day thereafter.

12.3.2 Upon request of the unit member and at the recommendation of accepted medical counsel, to be determined monthly, the Board of Trustees may extend up to five (5) additional months for the benefit of the unit member's health. The unit member will receive the difference between the unit member's salary and that of the person added to the staff during the unit member's absence.

12.4 Disability Leave

12.4.1 When a unit member becomes disabled and such disability extends beyond one (1) year specified in Article 12.3.2 and is confirmed by a medical doctor, a unit member may request a disability leave.

- 12.4.2** Such leave may be granted at the discretion of the Board of Trustees.
- 12.4.3** While on disability leave, the unit member shall receive no salary but shall remain an employee of the District and is assured a position when it is judged, by an appropriate medical doctor, that the unit member is able to return. A written confirmation from the medical doctor stating this shall be necessary.
- 12.4.4** Such leave may be granted for one (1) year, but may be renewed upon request of the unit member and approval by the Board of Trustees. In addition, with approval of the Board of Trustees, such leave may be renewed up to thirty-nine (39) months if a unit member is on a State Teachers' Retirement System approved disability leave. Confirmation on a timely basis by medical counsel may be required.

12.5 Bereavement (Immediate Family)

- 12.5.1** Unit members will be granted three (3) days of leave upon the death of any member of the immediate family.
- 12.5.2** Members of the immediate family include the parents, siblings, grandparents, grandchildren, children, and step parents of the unit member or of the spouse/domestic partner of the unit member and the spouse/domestic partner, children-in-law of the unit member, or any relative living in the immediate household of the unit member.
 - 12.5.2.1** For purposes of this Article, "domestic partner" shall be defined as follows: "An individual who lives in the same household as the unit member, cannot be legally married to the unit member, has agreed to share with the unit member responsibility for basic living expenses incurred during the domestic partnership, is not related by blood or marriage to the unit member, is not married to another person, is at least eighteen (18) years of age, is of the same sex, and has signed, along with the unit member, a declaration of domestic partnership."
- 12.5.3** Two (2) additional days of leave, for a total of five (5), are allowed for bereavement of spouse or child; two (2) days of additional bereavement leave are also allowed for members of the immediate family, if travel beyond 300 miles from the District Office is required.
- 12.5.4** Such leave is not to be accumulative.
- 12.5.5** Full compensation will be granted during this leave.

- 12.5.6** The days allowed for death of any member of the immediate family shall not be charged against sick leave eligibility.

12.6 Industrial Accident or Illness Leave

- 12.6.1** Unit members shall be eligible for a leave of absence due to an industrial accident or illness.

- 12.6.2** Industrial accident or illness is defined as such when it is so determined by the Workers' Compensation Insurance carrier or by the Industrial Accident Commission and shall commence on the first day of absence.

12.6.3 Period of Leave

- 12.6.3.1** Such leaves shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

- 12.6.3.2** When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due the unit member for the same illness or injury. Such leaves shall not be accumulated from year to year.

12.6.4 Exhaustion of Leave

- 12.6.4.1** When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave, as defined by this Agreement and Education Code, will then be used.

- 12.6.4.2** If a unit member continues to receive temporary disability indemnity, the unit member shall be entitled to use only such of the unit member's accumulated sick leave, or other available leave that when added to the temporary disability indemnity award will result in no more than the unit member's full salary.

- 12.6.4.3** Compensation for such leaves shall be paid in conformance with the Education Code.

12.6.5 Statutory Limitations

All leaves of absence for industrial accident or illness shall be subject to regulations as are specified in the Education Code and this Agreement.

12.7 Leave for Court Appearances

- 12.7.1** Unit members may be absent from duty to serve as jurors or court witnesses pursuant to subpoena or any order made with jurisdiction, or as a witness, without loss of pay. Unit members on standby for jury duty on a work day shall report to work as usual. Unit members may schedule a substitute teacher for the date they are on standby for jury duty with the approval of the Principal. In this situation, the substitute teacher will provide instruction and/or assistance as directed by the Principal until the unit member is required to depart the work site for jury duty.
- 12.7.2** If the unit member is entitled to receive any fees for such purposes, those fees shall be paid to the District.
- 12.7.3** Absence for court appearance as a litigant shall be chargeable to accumulated sick leave. (See Article 12.8.3.)

12.8 Personal Necessity and Other Leaves

- 12.8.1** Unit members shall be allowed seven (7) days per school year for leave(s) listed in this section, except for those listed under Articles 12.8.2.4.1 and 12.8.2.4.2.
- 12.8.2** Compelling Reasons
 - 12.8.2.1** The number of days available for use under Articles 12.8.2.4.1 and 12.8.2.4.2 shall be limited to the number of accumulated sick leave days.
 - 12.8.2.2** Such days will be deducted from sick leave previously earned by the unit member.
 - 12.8.2.3** The days allowed may not exceed the number of full pay days of illness or injury leave to which the unit member is entitled.
 - 12.8.2.4** In compliance with the Education Code, personal necessity leave shall be for compelling reasons and shall be granted under the following conditions without pre-approval:
 - 12.8.2.4.1** Death or serious illness of a member of the unit member's immediate family, as defined in Article 12.5. The Superintendent or designee may expand the definition of "immediate family" to include others who bear a like

relationship to the unit member as those immediate family members defined in Article 12.5.

12.8.2.4.2 Accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family.

12.8.2.4.3 Adoption proceedings which cannot be carried out at times other than the workday (with at least 7 days prior notification required, but not pre-approval,);

12.8.2.4.4 Religious holiday (with at least 7 days prior notification required, but not pre-approval,);

12.8.2.4.5 Attendance at graduation ceremonies involving a member of the immediate family, as defined in Article 12.5 (with at least 7 days prior notification required, but not pre-approval);

12.8.2.4.6 Court appearance as a litigant (with at least 7 days prior notification required, but not pre-approval);

12.8.3 All other requests for leave must be pre-approved by the Principal, unless otherwise specified herein, and shall be used only for the following compelling reasons:

12.8.3.1 Compelling personal importance.

12.8.3.2 To participate in activities of the school or licensed child day care facility of unit member's child or grandchild up to a maximum of forty (40) hours each year, not exceeding eight (8) hours in a calendar month.

12.8.4 A unit member may use up to four (4) days of personal necessity leave for reasons of personal business which cannot be carried out at times other than the regular work day.

- 12.8.5** Unit members must seek pre-approval unless the circumstances requiring the leave made this impossible. Pre-approval should be sought as soon as practical following determination by the unit member of the need for the leave.
- 12.8.6** No such leave shall be used for business of the Association, or its affiliates, or for concerted activities of any type or for vacation, personal business for profit, or other similar situations.
- 12.8.7** Such leave shall not replace or be in lieu of leaves allowed in Articles 12.5 or 12.7 in this Article.
- 12.8.8** It shall be the responsibility of the unit member to notify the District's substitute management system or arrange to have the District substitute management system notified of the absence.
- 12.8.9** Approval for such personal necessity leave shall be made only upon the unit member's written statement, requesting that the absence be charged against the unit member's sick leave and that the absence was due to a personal necessity. It is understood that the request may be stated in general terms and will not require specifics which reveal intimate, personal details. Requests for this leave made without pre-approval (except for Articles 12.8.2.4.1 and 12.8.2.4.2) shall be denied.

12.9 Pregnancy Disability Leave

A unit member who is expecting a child and in the course of her pregnancy becomes unable to work according to the member's physician shall be entitled to a paid leave of absence for the period of her disability not to exceed six (6) weeks. This leave shall be in addition to any other leave entitlement provided to the unit member under the terms of this Agreement and shall not be deducted from the unit member's sick leave under Section 12.2 above. In the event that a leave of absence specifically for pregnancy disability is enacted by the legislature, this may be reopened by either party.

- 12.9.4** Baby Bonding Leave: Qualified unit members may choose to take up to twelve (12) work weeks of baby bonding leave under the California Family Rights Act (CFRA). Sick leave will be applied towards these twelve (12) work weeks of baby bonding leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the bonding period up to twelve (12) work weeks. A work week is any week in which the school is open for three (3) or more days.
- 12.9.5** Utilization of Differential Leave: After a pregnant unit member has exhausted the unit member's sick leave, the unit member will be entitled to use five (5) months of differential leave pursuant to Section 12.3.1,

above because of pregnancy, miscarriage, childbirth and recovery therefrom. If a unit member has used five (5) months of differential leave, the remaining portion of baby bonding leave will be unpaid.

12.9.6 A unit member's twelve (12) work weeks of baby bonding leave shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

12.9.7 Effective July 1, 2017, the leave entitlements provided under sections 12.9.1, 12.9.4 and 12.9.5 shall run concurrently with all other leave entitlements whether the leave is fully or partially paid or unpaid.

12.9.8 In the event that the statutes applicable to leaves are amended in the future, the parties shall meet and negotiate on the impact of any changes.

12.10 Catastrophe Leave

Unit member may be granted one (1) day of leave without loss of pay for the purpose of attending to problems arising from catastrophes. Determination of catastrophe is to be made by the Deputy Superintendent Human Resources and Student Services. Such leave shall not be accumulative. The one (1) day leave allowed for catastrophe shall not be charged against sick leave eligibility.

12.11 Leave for Military Reserve Training

12.11.1 Any unit member who is a member of the reserve corps of the armed forces of the United States of America, the National Guard, or the Naval Militia is entitled to temporary military leave of absence in accordance with provisions of the Military and Veterans Code and of the California State Education Code.

12.11.2 All unit member who are reserve members of the armed forces are requested to make every effort to arrange for active duty training during their vacation periods. However, if there are circumstances wherein reserve or draft-deferred status would thereby be jeopardized, or if there are extenuating circumstances, the unit member should file a written request to the Human Resources Department, giving full particulars therein before requesting orders for active duty training. A copy of this written request should be given to the immediate supervisor.

12.11.3 A copy of the military orders must accompany the request for leave for verification of military duty.

12.11.4 Except in case of a military emergency, unit members shall notify the District, at least twenty (20) work days prior to the start of the leave, of

the unit member's intent to take such leave. Further, except in the case of a military emergency, unit members shall submit to the District, at least ten (10) work days prior to the start of the leave, a copy of military orders authorizing such leave.

12.12 Sabbatical Leave

There shall be a two-year suspension of Section 12.12, which means that no sabbatical leaves will be granted for the 2024-2025 school year. The Parties shall form a committee made up of two teachers and two people of the District's choosing to review and suggest revisions to the Sabbatical Leave provision.

12.12.1 Purpose

All sabbatical leaves are to be granted for the purpose of permitting unit member to study or travel for the benefit of the school and the pupils of the District. Sabbatical leaves are intended to be for the benefit of the District by improving skills needed within the District.

12.12.2 Sabbatical Leave for Study

12.12.2.1 A unit member on leave for study shall complete and receive credit with a pass or passing grade on at least eighteen (18) semester units of work during a sabbatical year, not less than eight (8) semester units of which shall be completed during each semester while on leave. These courses shall be exclusive of correspondence courses.

12.12.2.2 If approved by the Recommending Committee, a special project or research problem may be substituted for the unit requirements.

12.12.2.3 Transcripts or other evidence of completion shall be submitted within sixty (60) calendar days of the unit member's return to duty.

12.12.2.4 If credit is claimed for salary classification or increment, transcripts must be filed in accordance with Article 10.4 of this Agreement.

12.12.3 Itinerary

Unit members applying for sabbatical leave shall submit an itinerary of the proposed travel to the Recommending Committee together with the proposed objectives of the travel.

12.12.4 Reporting

Upon completion of the leave, unit members participating in the sabbatical leave program will submit a report of their activities to the Superintendent, together with description or other verification of the travel taken.

12.12.5 Compensation While on Sabbatical

12.12.5.1 A unit member on sabbatical leave will receive fifty percent (50%) of the salary the unit member would have received during the period of leave if the unit member had continued in the unit member's regular service during such period.

12.12.5.2 If the unit member worked less than full time during the preceding seven (7) years, the sabbatical leave salary shall be calculated on the basis of the average percent of time taught each year for the preceding seven (7) years with the unit member receiving fifty percent (50%) of the adjusted salary.

12.12.6 Eligibility for Sabbatical Leave

Any unit member who has been in regular employment of the District for a period of seven (7) consecutive years (since last sabbatical) may be granted a sabbatical leave for one (1) academic year, subject to the approval of the Board of Trustees.

12.12.7 Length of Sabbatical

The sabbatical may be taken for one (1) semester or for one (1) full academic year. If a split sabbatical is desired, it must be requested at the time of application and may be canceled by mutual consent of the unit member and the District when requested for compelling personal reasons. Both periods of the split sabbatical are to be completely included within the span of three (3) consecutive academic years. Service rendered between the two (2) parts of a split sabbatical leave may be counted as a part of the service for a future sabbatical leave.

12.12.8 Limitations

For the total sabbatical leave program of the District, not more than one (1) unit member per department, or twenty-five percent (25%) of the unit members in one (1) department, whichever is larger, and not more than ten percent (10%) of the total faculty of any school, or of the District as a whole, may be on leave at one time.

12.12.9 Application Procedures

- 12.12.9.1** Before requesting leave from the Board of Trustees, the applicant shall submit a planned program of study or travel for the review of the Principal of the school in which the applicant is serving.
- 12.12.9.2** The Principal shall submit such application together with the Principal's recommendations to the Deputy Superintendent Human Resources and Student Services for recommendation to the Superintendent following Committee review. (See Recommending Committee below.)
- 12.12.9.3** The application must include a clear definition of the purpose(s) and statement of specific objectives to be attained from the leave and such purposes and objectives must be consistent with policies for granting such leave.
- 12.12.9.4** The applicant for the sabbatical leave must clearly indicate in the written proposal how the achievements from the leave would or could be made available for enrichment of the programs in the school and/or in the District.
- 12.12.9.5** Application for sabbatical leave shall be filed with the Deputy Superintendent Human Resources and Student Services by December 1st of the school year prior to the school year in which the sabbatical leave is to be taken. Applications filed later than December 1st may be denied consideration on that ground alone.

12.12.10 Recommending Committee

- 12.12.10.1** A Sabbatical Leave Recommending Committee shall be established each year to review applications, assign priorities in terms of this sabbatical leave policy, and make recommendations accordingly to the Superintendent.
- 12.12.10.2** The Committee shall be composed of the following members:
 - Two (2) unit members (appointed by the Association);

- Two (2) Administrators, at least one (1) of which shall be a site Administrator; and
- One (1) Department Chairperson (appointed by representatives of the Department Chairpersons).

12.12.10.3 In arriving at its recommendations, the Committee is directed to apply the following general criteria:

- Highest priority shall be assigned to applicants preparing to improve skills for added teaching diversification.
- The next highest priority will be assigned to application possessing high relative value to the school and pupils of the District.
- The number of years since the applicant's last sabbatical leave will not affect priority.
- In instances in which equal priorities are assigned on the basis of the listed criteria, the Committee shall grant higher priority to the request made by the applicant with greater seniority in the District.
- In those cases in which the Committee shall still not be able to assign separate priorities on the basis of the information available on the applications, the Committee may interview any or all applicants involved before making recommendation.

12.12.11 Miscellaneous Provisions

12.12.11.1 The District may require a one (1) semester leave, or split-year leave, to be taken during the semester which most benefits the District regarding staffing needs.

12.12.11.2 Sabbatical leaves shall begin with the beginning of the semester only, unless otherwise recommended by the Superintendent for the good of the school district.

12.12.11.3 Applicants returning from sabbatical leave shall agree, in writing, to render a period of service in this District following return from leave which is equal to twice the period of the leave. Failure to comply with this provision

allows the District to immediately seek judicial redress without exhausting administrative remedies.

- 12.12.11.4** The District may require services of unit members on sabbatical leave, in accordance with the Education Code.
- 12.12.11.5** The Board of Trustees of the District and the District are not liable for the payment of any compensation or damages provided by law from the death or injury of any unit member, when the death or injury occurs while the unit member is on leave of absence.
- 12.12.11.6** At the expiration of the leave, the unit member shall be reinstated in the position that the District directs. (See Article 13.1.)
- 12.12.11.7** The salary of the unit member on sabbatical leave shall be computed on the step of the salary scale in the same manner as if the unit member were on duty in the District.
- 12.12.11.8** Qualifying service shall be construed as seventy-five percent (75%) or more of the teaching days of each school year.

12.13 Sabbatical Leave: One-Half (1/2) Year Sabbatical at Full Pay

- 12.13.1** A unit member may request a one (1) semester sabbatical leave at 100 percent of the salary the unit member would receive in regular full-time service during the same period.
- 12.13.2** Such a sabbatical leave will be considered equivalent to the sabbatical leave at one-half (1/2) pay and subject to the same provisions defined in Article 12.11 except with the added and/or superseding provisions below:
 - 12.13.2.1** Program Requirements:
 - 12.13.2.1.1** Any unit member requesting the one-half (1/2) year sabbatical at full pay must pursue a pre-approved academic program, or its educational equivalent, related to the unit member's professional responsibilities.
 - 12.13.2.1.2** Such a program of study must upgrade the current teaching or professional area or expand skills in an area designated, as needed by the

District. The District shall publish a list of such known and projected (estimated) subject-area needs once each semester for teacher information.

- 12.13.2.1.3** The academic program, or its equivalent, must be required or sponsored by an accredited upper division or graduate college or university or certain pre-approved courses or workshops sponsored by the District, San Mateo County Office of Education, or other educational institutions. Lower division credit may be granted on a pre-approved basis in exceptional circumstances.
- 12.13.2.1.4** Where appropriate, a pre-approved educational program sponsored by industry or another public agency may be substituted in whole or in part.
- 12.13.2.1.5** The requested program of study shall be equivalent to full-time academic study, as defined by the accredited college or university and/or non-salaried employment eight (8) hours.
- 12.13.2.2** A maximum of three (3) such leaves shall be approved in any one school semester. No more than one (1) unit member from a school department or school shall be on leave under this section at one time.
- 12.13.2.3** Approval for leave under this section may be denied by the District on the basis of less than satisfactory performance of assigned duties or failure to apply by the sabbatical application deadline of December 1st.
- 12.13.2.4** A unit member granted this leave shall be willing to accept transfer to another District location in the area of preparation for this leave upon request of the District.
- 12.13.2.5** Academic credit earned under this program shall not be applied toward career increment credit or salary placement.

12.14 One (1) Year of Personal Leave of Absence Without Pay Including Parental and Adoption Leave

12.14.1 Eligibility

After having completed the probationary period, any unit member may, at the discretion of the Board, be granted up to one (1) year's leave of absence without pay. A request for leave shall be made in writing and submitted to the Human Resources Department no later than February 15th, of the prior year for leave in the following year.

12.14.2 Extensions

Under normal circumstances, a second consecutive year of personal leave will not be granted; however, extension may be granted under circumstances of hardship, personal necessity, or emergency, at the discretion of the Board. These leaves may be used as parental or adoption leaves.

12.14.3 Compliance with Federal and State Law

Application of this section shall conform to the provisions of the state and federal family and medical leave acts.

12.14.4 Obligation to Notify of the Intention to Return From Personal Leave

A unit member who has been granted personal leave, in accordance with the contract, shall notify the Human Resources Department by February 15th of the year on leave of the unit member's intention to return to the District or shall file application for another leave. If such notice, or application, is not received in the Human Resources Department by February 15th, the unit member shall waive the unit member's rights to reinstatement, as provided in the Education Code.

12.15 Partial Personal Leave of Absence Without Pay

12.15.1 Eligibility

After having completed probationary employment, any unit member, at the discretion of the Board, may be granted up to one (1) year's partial personal leave of absence without pay: That is, one-fifth (1/5), two-fifths (2/5), three-fifths (3/5), or four-fifths (4/5) time leave of absence up to a maximum of one (1) year.

12.15.1.1 Additional years of partial personal leave will be granted under normal circumstances, at the discretion of the Board.

12.15.1.2 A request for leave shall be made in writing and submitted to the Human Resources Department no later than February 15th, of the prior year for leave in the following year.

12.15.2 Notification of Human Resources Department

12.15.2.1 Any unit member who has been granted a partial personal leave of absence shall notify the Human Resources Department by February 15th of the leave year that the unit member intends or does not intend to return to full-time employment by the District.

12.15.2.2 Alternatively, if the unit member is eligible for an additional period of partial personal leave of absence, the unit member shall file an application for another leave.

12.15.2.3 If the unit member fails to notify the Human Resources Department by the February 15th deadline of the unit member's intent to return to full-time employment by the District or fails to file application or another leave, that failure may be considered notice that the unit member does not intend to return as a full-time employee.

12.15.3 Notification to Employee and Response

12.15.3.1 Before any action is taken officially by the District, the unit member will be notified, in writing, by certified mail of the impending reduction in the unit member's full-time tenure status.

12.15.3.2 Within ten (10) working days after the Board mails its notice, the unit member who desires to make a request shall notify the Human Resources Department of the unit member's request.

12.15.3.3 Failure to respond within the ten (10) work day period may result in the reduction of the unit member's status from full-time tenure to the appropriate part-time tenure status.

12.16 Status Upon Return From Leave Without Pay

12.16.1 When a unit member returns to duty following a leave of absence without pay, the unit member is entitled to all previously accumulated sick leave benefits.

- 12.16.2** The period of time the unit member was on leave of absence will not count toward accumulation of step movement, longevity and fringe benefits, but it shall not be construed as a break in the continuity of the unit member's employment. (See Article 11 regarding Health and Welfare Benefits.)

12.17 Military Leave Without Pay

12.17.1 Eligibility

Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or Naval Militia, or who are inducted, enlist, or are otherwise ordered to take active military duty shall be granted such leave and military leave pay as it is provided in the Military and Veterans Code.

12.17.2 Verification

Such leave must be verified by certified copy of the military orders requiring duty.

12.17.3 Notification to District

Except in case of a military emergency, unit members shall notify the District, at least twenty (20) work days prior to the start of the leave, of the unit member's intent to take such leave. Further, except in the case of a military emergency, unit members shall submit to the District, at least ten (10) work days prior to the start of the leave, a copy of military orders authorizing such leave.

12.18 Job Share

- 12.18.1** The total health and welfare benefits received by several unit members filling a position in a "job share" arrangement shall not exceed the benefits that would be received if the position or positions were filled by a full-time person or full-time persons.

- 12.18.2** The unit members filling positions in a "job share" arrangement may elect, subject to reasonable District approval on an annual basis, which unit member or unit members receive the health and welfare benefits.

- 12.18.3** Permanent unit members who elect to serve in a "job share" arrangement, shall not lose their tenure by reason of serving in a job share arrangement.

12.18.4 Non-permanent unit members who serve in a “job share” arrangement shall not acquire tenure rights by reason of serving in a “job share” arrangement.

12.18.5 Any unit member who wishes to enter into a “job share” arrangement shall present the proposal to the site Administrator in writing no later than February 15th, of the previous year.

12.19 Catastrophic Leave Bank

12.19.1 Eligibility

Unit members may apply for and be eligible to receive catastrophic leave on behalf of the unit member’s or unit member’s spouse or child pursuant to the following:

12.19.1.1 The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the appropriate physician, and which prevents the unit member from performing the unit member’s regularly assigned work. Verification shall set forth the expected length of absence **and the physician’s verification of an illness and/or injury that prevents the employee from performing the essential job duties with reasonable accommodations. The Catastrophic Leave Committee may choose to create a form for the physicians of members applying for Catastrophic Leave to complete.**

12.19.1.2 The time off work must create a financial hardship for the unit member because the unit member has exhausted all accrued sick leave and any other paid time.

12.19.1.3 Eligibility for catastrophic leave credits shall begin with sick leave with partial pay pursuant to Article 12.3.1, but in no event longer than twelve (12) consecutive calendar months following the exhaustion of fully paid sick leave. Any further catastrophic leave credits are at the discretion of the Joint Committee but shall not exceed five (5) additional school months and in no event longer than twelve (12) consecutive calendar months following the exhaustion of fully paid sick leave.

12.19.1.4 Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated, as used in this paragraph,

means having donated sick leave credits during the period as defined in Article 12.19.2.3 below.

12.19.1.5 Catastrophic leave credits may be used in full day increments only

12.19.2 Procedure for Contributing Sick Leave Credit

12.19.2.1 Unit members may contribute not more than one (1) sick leave day in any one (1) fiscal year.

12.19.2.2 If a minimum of seventy-five (75) unit members fail to contribute sick leave credits to the leave bank in two (2) consecutive open enrollments, the catastrophic leave provision in this Article shall automatically be rescinded and any unused sick leave credits in the catastrophic leave reserve shall be returned, on a proportionate basis if need be, to those who donated credits and who did not use any catastrophic leave benefits.

12.19.2.3 Sick leave credits may only be contributed during an open enrollment period specified by the Joint Association-District Catastrophic Leave Committee. Unit members who do not contribute during such open enrollment period may not participate in the Catastrophic Leave Program and may not contribute until the next open enrollment period, as determined by the committee. Unit members new to the District may contribute to the Catastrophic Leave Bank within the first thirty (30) calendar days of employment.

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

12.19.2.5 Only unit members who have contributed days to the Catastrophic Leave Bank are eligible to use it.

12.19.3 Joint Association-District Catastrophic Leave Committee

12.19.3.1 A joint Association-District Committee comprised of two (2) representatives and an alternate of each party shall administer the provisions of this Article.

12.19.3.2 The duties of the Joint Committee established by this section shall include the following:

- 12.19.3.2.1** Determine that the unit member is eligible for catastrophic leave.
- 12.19.3.2.2** Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness and previous use of sick leave and leave pursuant to this section.
- 12.19.3.2.3** Determine the protocol to be used in the event that a mutually agreed upon decision cannot be made.
- 12.19.3.2.4** Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties. The Committee shall act prudently to ensure that a sufficient number of days are in the catastrophic leave bank to meet anticipated needs.
- 12.19.3.2.5** Approve and designate appropriate forms for donating and requesting catastrophic leave credits.
- 12.19.3.2.6** Determine method of proration for sick leave days returned to donor upon discontinuance of program.
- 12.19.3.2.7** Committee members shall be bound by appropriate rules of confidentiality.

12.19.3.3 The Joint Committee may request that an applicant for catastrophic leave apply for STRS disability allowance in lieu of using the leave provided in this section.

12.19.4 General Provisions

- 12.19.4.1** Unit members do not accrue sick leave while using catastrophic leave credits.
- 12.19.4.2** Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this section.
- 12.19.4.3** Approval or denial of catastrophic leave requests by the Joint Committee shall be final and not be subject to appeal or

subject to the provisions of Article 5, Grievance Procedure of this Agreement.

- 12.19.4.4** District-paid health and welfare benefits shall end when sick leave with part pay (differential pay) provided in Article 12.3 of this Article would have ended had catastrophic leave not been granted. Unit members using catastrophic leave beyond the five (5) months of sick leave with part pay may continue health and welfare benefit coverage by paying the appropriate premiums.
- 12.19.4.5** Maximum number of days which can be accumulated in the catastrophic leave reserve shall be no greater than 1.5 times the number of FTE's in the bargaining unit.
- 12.19.4.6** Catastrophic leave, if granted, shall not commence until all sick leave is exhausted, or ten (10) work days after illness commences, whichever is later.

ARTICLE 13: TRANSFER AND ASSIGNMENTS PROVISIONS

13.1 General Provisions

13.1.1 Definition

A transfer is a change of assignment of a unit member from one job site to another, whether voluntary or involuntary.

13.1.2 Considerations

Transfers are made in the best interests of the District and in accordance with the provisions of this Article.

13.1.3 Transfers during Review of Grievance

A transfer may not be delayed during review of a grievance filed regarding the procedures set forth in these provisions.

13.1.4 Limitations on Transfers

After an Employer-Initiated transfer has been made during the term of this Agreement, as defined in Article 22, and written notice given, no additional transfer of the unit member shall be made except on mutual agreement of the unit member and the District or in situations in which there is good cause for the transfer.

13.1.5 Final Decisions

Final decisions by the Superintendent or designee on all transfers will be announced by the Human Resources Department. A unit member, upon request, shall be provided with a written statement setting forth the reasons for the transfer.

13.1.6 Equity to Persons on Leave or Sabbatical

It is the intent of these provisions that any person on leave of absence for personal or sabbatical reasons shall neither forfeit nor gain an advantage in the transfer process because they are on leave.

13.2 Employee-Initiated Transfer (Voluntary)

13.2.1 Application/Request

13.2.1.1 A unit member may request, in writing, a transfer from one site to another without prejudice to the unit member no later

than February 15th or the preceding school year.

13.2.1.2 Such transfer requests shall be valid during the current school year unless rescinded, in writing, by the applicant.

13.2.1.3 The request shall be made on a form provided by the Human Resources Department.

13.2.1.4 The unit member's Principal at the time of the request may request an interview with the unit member regarding unit member's desire to transfer.

13.2.2 Notice of Open Positions

13.2.2.1 As positions open for voluntary transfer, including temporary or permanent vacancies, they shall be posted throughout the schools of the District by the Human Resources Department.

13.2.2.2 The unit members with transfer applications on file by the announced closing date may interview for any or all positions for which they qualify and indicate the order of their preferences.

13.2.3 Interviews

13.2.3.1 Unit members may request interviews with the appropriate principals or supervisors through the Human Resources Department.

13.2.3.2 Interviews may be conducted during the posting period or will be scheduled within a reasonable period of time following the close of the announcement.

13.2.3.3 It will be normal practice to interview all applicants, but the District may use a preliminary screening and interview only those most qualified.

13.2.3.4 Applicants eliminated without interview will be so notified prior to the actual filling of the position.

13.2.4 Notification to Applicants

All applicants will be notified of the results of their application by the Human Resources Department. An applicant who has been granted a requested transfer shall accept or reject the transfer in writing within five (5) days of written notification that the transfer request has been granted.

Failure to provide written notice may be construed by the District as a rejection of the transfer.

13.2.5 Selection Criteria

Training, major and minor fields of study, qualifications outside major/minor fields of study, credentials, experience, length of service with the District, success in former positions, or other needs of the District shall be criteria considered in selection.

13.2.6 Unit Member Availability During Leaves and Recess

In order to be considered under these voluntary transfer provisions for positions which may become available during leaves, the summer or other recess periods, unit members must make themselves available for mailed notifications and for interviews.

13.2.7 Probationary Employees

Ordinarily, it shall not be the practice of the District to entertain voluntary transfer requests from unit members during their probationary years.

13.3 Employer -Initiated Transfer (Administrative)

13.3.1 Notice of Involuntary Transfer

13.3.1.1 Administrative transfers, while at the discretion of the Superintendent or designee, shall require that the unit member to be transferred shall be provided with not less than twenty (20) unit member workdays' notice prior to the transfer.

13.3.1.2 Notwithstanding the before mentioned notice requirement, if the Superintendent or designee is faced with an unforeseeable or urgent condition that requires an administrative transfer, the notice requirement shall be waived. Said transfers shall be made in the best interests of the District and shall not be made for an arbitrary, capricious, or vindictive reason.

13.3.2 Considerations

Transfers shall be based upon, but not limited to, the following reasons:

13.3.2.1 The need to balance various teacher skills among the schools;

13.3.2.2 The need to provide particular course offerings for students, as determined by the District;

13.3.2.3 Adjustment for imbalances due to changing enrollment within the District;

13.3.2.4 Changes in educational program, as determined by the District.

13.3.3 Mandatory Meeting

An involuntary transfer shall be made only after a meeting between the unit member and the unit member's school Principal.

13.3.4 Reasons for Transfer

The unit member, upon request, shall be provided with a written statement of the reasons for the transfer.

13.3.5 Right to Additional Meetings

Upon the unit member's request, the Deputy Superintendent Human Resources and Student Services will meet with the unit member.

13.3.6 Multiple Open Positions and Employee Choice

In the event that there is more than one (1) position to be filled by transfer, the unit member to be transferred shall have the opportunity to indicate position preferences for which the unit member is qualified, from a list of said positions, and may request interviews with the appropriate principals or supervisors through the Human Resources Department. Selection will be made on the basis of the criteria set forth in Article 13.2.

13.3.7 Reduction of Staff and Solicitation of Volunteers

When an administrative transfer is necessary to reduce staff in a particular school department, that department will be notified that there is an overage, so that volunteers first can be identified for transfer, subject to overall needs of the District.

13.3.8 Selection for Multiple Positions

In the event that a unit member to be transferred is selected for more than one (1) position for which the unit member interviewed, both the

choice of the unit member and the needs of the District will be considered in selection.

13.3.9 Preferential Treatment of Transferees

13.3.9.1 A unit member administratively transferred shall have preference for three (3) years, including the school year of transfer, over other applicants should a vacancy occur at the school from which the unit member was transferred, provided the unit member is qualified to serve and there is no compelling reason to deny the request.

13.3.9.2 A vacancy is any position within the bargaining unit which the District intends to fill and which is not held by a permanent or probationary unit member on leave.

13.3.10 Major/Minor Teaching Fields and Competency Area

Whenever possible, administrative transfers and changes of assignment shall be made within the unit member's area of credential authorization or other area of competency.

13.3.11 Notification Requirements

Notice of transfer or change of assignment shall be given to the unit members involved at the earliest possible date. When transfers must be made after the end of the contract year for the subsequent school year, provisions for prior notification may be waived in the best interest of the District ten (10) work days following mailed notice to the unit member's home address and to the appropriate summer address on record.

13.3.12 Transfers During the School Year

Nothing in these provisions shall preclude the District from making a transfer during the school semester or school year. Whenever a unit member is administratively transferred during the school year or within ten (10) work days prior to the beginning of the school year, the unit member shall be entitled, upon request, to two (2) days of time released from instructional duties for the purpose of preparing for the new assignment. However, such release time shall not be taken on the first student day of either semester in which the transfer is effective.

13.4 Assignment

- 13.4.1** Unit members hired by the District after the start of the work year may receive up to two (2) paid days for preparation prior to the start of the unit member's teaching assignment.
- 13.4.2** Unit members shall be assigned in accordance with the Education Code certification requirements. Unit members generally shall not be assigned outside the unit member's major/minor fields or areas of recent experience without their consent.
- 13.4.3** Unit members shall be provided a written notice of their tentative class or subject assignment(s) for the forthcoming school year, insofar as they can be determined, not later than the closing day of school.
- 13.4.4** In assigning preparations to unit members, efforts will be made to achieve equitable distribution among similarly situated unit members, recognizing employee qualifications and District needs.
- 13.4.5** Teacher Assignment Review Committee
 - 13.4.5.1** A unit member may file a request for review of the unit member's assignments for the following school year within five (5) days of receipt of the unit member's assignment.
 - 13.4.5.2** Upon the filing of a request for review of assignment, a school shall establish a unit member Assignment Review Committee which will be composed of the Principal or designee, Department Head and up to three (3) site association representatives of the faculty.
 - 13.4.5.3** This Committee shall meet if any unit member requests a review of both the unit member's teaching assignments and number of preparations after first attempting to resolve those concerns with the Principal.
 - 13.4.5.4** The Committee shall attempt to find an equitable solution to the problem presented and make recommendations to the Principal.
 - 13.4.5.5** The Committee shall be convened within two (2) weeks of the date the unit member files the unit member's request for review for the year or notice of a change of an assignment and shall render its recommendation within one (1) day to the Principal. The composition of the Committee may change due to scheduling conflicts during non-work periods.

ARTICLE 14: EVALUATIONS

14.1 Introduction and Purpose

Teacher evaluation is a collaborative, reflective process, whose primary purpose is to help all unit members improve. As set forth in the Stull Act, evaluation will additionally promote and document the accountability of District unit members. The District will use rubrics based on the California Standards for the Teaching Profession as its evaluation tool.

The purpose of the evaluation process is fivefold:

1. To assess the quality of teaching and/or the performance of non-classroom unit members;
2. To give recognition for effective teaching and/or professional performance;
3. To reinforce good teaching and/or professional practices;
4. To allow for a positive and logical process of remediation--in line with Peer Assistance and Review legislation for unit members who need improvement or receive unsatisfactory evaluations; and
5. To meet the mandates of law and due process which require that personnel shall not be subject to dismissal who have not been systematically evaluated.

14.2 Permanent Teacher Evaluation

14.2.1 Timeline and Process

Under the direction of a site Administrator, permanent unit members will undergo a full evaluation every fourth year and an expedited or full evaluation every second year, based on the results of their full evaluation in Section 14.2.2.9.

14.2.2 Full Evaluation

The following are components of a full evaluation with an instructional coach.

14.2.2.1 Staff Development with Rubrics

- ##### **14.2.2.1.1**
- Unit members new to the District will receive time and training in order to understand the rubrics, SMARTE goals and be able to complete

a self-assessment. unit members will also have access to an online evaluation handbook to guide them through the process. Administrators will receive training in understanding and using the rubrics.

14.2.2.1.2 Unit members newly hired to the District will be offered additional training and support as a part of the New Teacher Support Program, in understanding the evaluation timeline and documents, purpose and procedures for working with an instructional coach, and explicit direction on how to create a SMART goal.

14.2.2.1.3 The Certificated Support Oversight Committee will review and update training support materials on an annual basis.

14.2.2.1.4 “SMART Goals” shall be defined as a teacher articulated goal designed to improve student outcomes. “S” stands for specific and strategic. A goal is strategic when it is aligned to district, school, department or team goals. It is specific in that it has a narrow and targeted scope. “M” stands for measurable. A measurable goal has clear markers or guideposts that will help demonstrate when growth or progress towards the goal has been made. “A” stands for attainable. The Goal is attainable when the skills and knowledge required to reach the goal are within the teacher’s capacity and goal time frame. “R” stands for results based. A results based goal has a clearly articulated outcome focused on student learning, achievement or measurable growth. “T” stands for time bound. A time bound goal has a realistic time frame which lies within the evaluation year. “E” stands for equity. An equitable goal considers growth for all students or includes actions that benefit all students in the learning environment.

14.2.2.2 Assignment of Evaluator

Site Administrators must inform unit members of their assigned evaluator by the end of the second week of the fall

semester. Unit members may no later than the last day of the third full week of school request a different site or District Administrator.

14.2.2.3 Self-Assessment

14.2.2.3.1 Unit members will individually or in consultation with colleague(s) conduct a self-assessment using the California Standards for the Teaching Profession (CSTP) continuum of practice rubrics.

14.2.2.3.2 Prior to the initial conference with the evaluator, the unit member will draft a SMARTE goal anchored in the CSTPs based on their CSTP self-assessment. The unit member will also select between 1-3 CSTP standard elements based on the SMARTE goal or other areas of growth.

14.2.2.3.3 The Administration is responsible for notifying unit members when they will be evaluated, and discuss the process for observations and conferencing.

14.2.2.4 Initial Conference and Self-Assessment Review

14.2.2.4.1 During the initial evaluation conference, the evaluating administrator, instructional coach and unit member will review and finalize the SMARTE goal and selected CSTP elements after reviewing the CSTP self-assessment.

14.2.2.4.2 In the unlikely event that there is not an agreement of the SMARTE goal, or there are additional concerns, the SMARTE goal will be revised to address the administrator's concerns.

14.2.2.4.3 A teacher and administrator shall select 1-3 CSTP elements that the teacher will address during the evaluation process in addition to the SMARTE goal and CSTP Standard 6. These may be related to the SMARTE goal or address other areas of growth-concern. If the teacher and administrator cannot agree on the selected elements, each may select at least one substandard.

14.2.2.4.4 The initial conference must be completed by September 30th of the evaluation year.

14.2.2.5 Evaluation

The evaluation itself will consist of three (3) elements:

1. Observations by Administrators – Evaluating administrators will observe a minimum of one 50-minute lesson by November 30th. This is a pre-scheduled observation. This observation should reflect a teacher’s progress on their SMARTE goal. The post-observation conference shall be held within five (5) working days following the formal observation. Written feedback is provided in the form of a Preliminary Summary Evaluation by January 15th. In the spring, evaluating administrators will complete at least 50 minutes of observation. These 50 minutes of observation may be unannounced and consist of more frequent, shorter drop-ins, completed by April 30th. Administrators may choose to include a scheduled formal observation. Equitable modifications to the observation requirement may be made at schools with block schedules.

2. Instructional Coaching Cycles – Teachers are assigned an instructional coach (IC) or Professional Growth Plan (PGP) and evaluating administrator for the evaluation process by the end of the second week of school. Teachers have until the third week of school to request a different evaluating administrator or instructional coach. Instructional coaching cycles focus on planning for instruction, observing the classroom and students, and reflecting on data – all supporting the teacher’s progress on their professional SMARTE goal. Instructional coaches will meet with teachers in August to begin the evaluation process, explaining the components and developing a work plan.

- Fall: 3 coaching cycles consisting of but not limited to a) pre-lesson meeting(s); b) observation of lesson taught and/or collection of student work; c) debrief or analysis of student work and reflection leading to refining instruction. The first cycle will involve the development of the SMARTE goals with the Instructional Coach.
- Spring: 2 coaching cycles consisting of, but not limited

to, a) pre-lesson meeting(s); b) observation of lesson taught and/or collection of student work; c) debrief or analysis of student work and reflection leading to refining instruction.

3. Evidence Preparation and Reflection – The unit member on full evaluation with an instructional coach will create a summary of evidence (SOE) digital portfolio document that captures and records evidence of progress towards the unit members' SMARTE goal and selected CSTP standard elements. The Summary of Evidence (SOE) is a teacher's digital documentation of their growth and progress toward the SMARTE goal. The SOE contains a brief, neutral narrative of the work taking place between the teacher and instructional coach during the cycles. The SOE is owned by the teacher, and it is the responsibility of the teacher to submit the SOE to the administrator when requested by the due dates listed below. SOE examples and possible sources of evidence will be provided in the Teacher Evaluation Handbook.

- In the fall, the SOE is due one week prior to the end of the semester. Administrators will use the SOE as evidence in their write up.
- In the spring, the SOE is due by April 30th. Administrators will use the SOE, and all evidence collected throughout the year, to write the final Summary Evaluation.

14.2.2.6 Interim Conference

14.2.2.6.1 Post Observation Conferences should take place within 5 days of the observation, or as soon as practice given scheduling constraints.

14.2.2.6.2 The formal observation must occur no later than November 30th.

14.2.2.6.3 The preliminary summative evaluation must be completed by January 15th and a copy provided by the Administrator.

14.2.2.6.4 The date of the observation and the date of the conference will be noted on the appropriate reports and forms.

14.2.2.6.5 An optional interim conference may take place

at the request of either the evaluating administrator or the unit member to discuss preliminary summative report results.

14.2.2.6.6 At this point, it is the Administrator's responsibility to provide a plan for successful intervention if there is any question whether the evaluation will be satisfactory. This intervention may include, but not be limited to, any of the following:

- Release time for collaboration with or observations of fellow unit members;
- Professional development/course work/workshops/conferences, etc.

14.2.2.7 Final Conference

14.2.2.7.1 The final conference will occur after the Administrator has completed the observations and reviewed the summary of evidence. The final conference should take place by May 15th, and a hardcopy of the evaluation results submitted to the unit member by the end of the spring semester.

14.2.2.7.2 The Administrator will present a draft of the forms and report to the unit member at the conference. The unit member and administrator will discuss the forms and report.

14.2.2.7.3 The unit member may accept the report and forms or suggest revisions.

14.2.2.7.4 Whether the Administrator accepts or does not accept the revisions, the unit member may write a response to the report.

14.2.2.7.5 Both parties must sign and date all forms. The signing of the form does not necessarily mean agreement, but simply that the unit member has received and read the form.

14.2.2.8 Forms

14.2.2.8.1 Forms will include a grid to indicate the rating of SMARTE goal progress, selected CSTP elements, and CSTP Standard 6, with space for evidence and feedback on each category, summary feedback, and additional comments.

14.2.2.8.2 The Administrator must document an overall unsatisfactory rating with objective evidence. In the absence of such evidence, or if the Administrator fails to follow procedures and meet deadlines, a unit member will not receive an unsatisfactory rating.

14.2.2.9 Evaluation of Standards 1-6 and SMARTE Goal

14.2.2.9.1 A permanent unit member receiving an overall unsatisfactory rating will be assigned an instructional coach and full evaluation the following year.

14.2.2.9.2 A permanent unit member receiving an overall rating of “still developing” will either be assigned an instructional coach and SOE without a full evaluation in the following calendar year, or will be placed on a full evaluation with an instructional coach during their next evaluation cycle.

14.2.3 Professional Growth Plan

Due to limitations with District staffing of instructional coaches, some unit members on full evaluation will not be assigned an instructional coach. These unit members will be assigned a Professional Growth Plan (PGP). The site principal or designee will determine which unit members on full evaluation will not have an instructional coach due to District staffing limitations based on a variety of criteria related to the list below (not an all-inclusive list and not in order of priority):

Subject area match of available instructional coaches

Leadership role(s) in department, school, or District

Leading school-wide professional development

Curriculum development

Co-Teaching

Supporting teachers on school related goals

Obtaining additional certifications

Previous experience working with an IC

Quality of alternative professional growth plan

Pursuing recommendations from previous evaluation

Unit members are expected to follow the same timeline and procedures

as outlined in the Teacher Evaluation System Handbook and participate in evaluator observations and conferences as outlined for teachers on a full evaluation with an Instructional Coach (14.2.2.6)

14.2.4 Non-Classroom Unit Members

The Non-Classroom Unit Members will self-assess and set goals using their professional evaluation standards, as defined separately in specific handbooks for Counselors, Librarians, Deans, Psychologists and Speech Language Pathologists. Non-classroom unit members may not have instructional coaches in the same percentage as classroom unit members due to IC staffing limitations, and will therefore be defaulted to the professional growth plan unless an IC is specifically assigned.

14.2.5 Expedited Evaluation

- 14.2.5.1** The expedited evaluation may occur every second evaluation year.
- 14.2.5.2** It will consist of a self-assessment, an initial conference, an establishment of goals based on the standards, a written reflection on the goals, and as needed, supportive material which demonstrates and explains progress toward meeting the goals set at the beginning of the year and a final conference.
- 14.2.5.3** The unit member and the unit member's evaluator may arrange an observation and/or interim conference.
- 14.2.5.4** The expedited evaluation will be completed by April 1st.
- 14.2.5.5** If the permanent unit member does not successfully complete the expedited evaluation, that unit member may undergo a full evaluation the following year.
- 14.2.5.6** The unit member must receive a copy of the forms by May 1st.

14.3 Temporary and Probationary Teacher Evaluation

- 14.3.1** Temporary and probationary unit members will undergo the same evaluation as permanent unit members with the following exceptions:
 - 14.3.1.1** Work on induction program requirements and other new teacher support programs may be used for self-assessment or evidence if the induction candidate chooses to do so. Induction teachers working with Instructional **Coaches will**

not have an instructional Coach narrative on the Summary of Evidence in order to maintain a distinction between induction preparation and evaluation.

14.4 Non-Full Year Unit Members

Unit members who only work for one (1) semester will be evaluated as any other unit member in a condensed timeline. The Certificated Support Oversight Committee will advise on appropriate timelines for these individuals.

14.5 Appeals and Due Process

14.5.1 At any time during the evaluation, a unit member may have a representative present during any conference with an administrator.

14.5.2 Appeals Process

14.5.2.1 If there is a disagreement, conflict, or dispute between Administrator and unit member, either party may file a written appeal.

14.5.2.2 The appeal form will be given to both the Administrator and unit member at or before the initial conference.

14.5.2.3 The appeal is filed with the Principal or Administrative supervisor. If the Administrator is the Principal, then the appeal is filed with the Deputy Superintendent Human Resources and Student Services.

14.5.2.4 The person with whom the appeal is filed shall first seek a solution agreeable to both parties involved.

14.5.2.5 If the dispute concerns ratings and/or rating explanations, the Principal or Deputy Superintendent Human Resources and Student Services may observe the unit member.

14.5.2.6 If an agreement cannot be reached, the person with whom the appeal is filed shall make the final decision.

14.5.3 Due Process and Fair Representation

14.5.3.1 Unit members retain all rights of due process and fair representation throughout the evaluation process.

- 14.5.3.2** District Administration is responsible for assuring fairness, equity, accountability, and due process for all evaluations completed by site Administrators.
- 14.5.3.3** The Certificated Support Oversight Committee will be responsible for evaluating and monitoring the District's efforts, including compiling statistics to be included in the annual report to the Board of Trustees.
- 14.5.3.4** The District will use the Certificated Support Oversight Committee's data and feedback based recommendations in developing its training of administrators.
- 14.5.3.5** All aspects of the evaluation and instructional coaching systems are open to annual re-opener negotiations subject to evaluation of the system and changes in state law.

ARTICLE 15: SAFETY CONDITIONS OF EMPLOYMENT

15.1 Objective and Obligations of the Parties

- 15.1.1** The District and the Association will cooperate in the objective of eliminating accidents and health hazards.
- 15.1.2** The District shall make reasonable provisions for the safety and health of its unit members during the hours of the unit member's employment, in accordance with the conditions now prevailing in each separate school.
- 15.1.3** To carry out this intent, the District, the Association, and the unit members recognize their obligations and/or rights under existing federal and state and local laws with respect to safety and health matters.

15.2 Joint Safety and Health Committees

- 15.2.1** At the request of either the Association or the District, a Safety and Health Committee consisting of one (1) unit member designated by the Association and one (1) member designated by the District may be established in each school.
- 15.2.2** By mutual agreement, the Committee may be increased to not more than two (2) representatives for each party.
- 15.2.3** The Safety and Health Committee shall hold meetings at times determined mutually by the Committee.
- 15.2.4** The function of the Committee shall be to confer with site and District Administrators concerning safety and health, but not to resolve complaints and grievances.
- 15.2.5** In the discharge of its function, the Committee shall consider existing conditions relating to safety and health; recommend changes in existing conditions; and review reports of accidents and injuries which have occurred at the site to unit members covered by this Agreement and make appropriate recommendations.
- 15.2.6** Also, the function of the Committee shall be to study the school environment relative to possible and potential physical or verbal assault on unit members by adults and non-students.
- 15.2.7** Advice of the Safety and Health Committee, together with supporting suggestions, recommendations, and reasons, shall be submitted to the site Administration for consideration and for such action as may be

considered consistent with the District's responsibility to provide for the safety and health of its unit members during the hours of their employment and the mutual objective set forth in Article 15.1.

ARTICLE 16: CONCERTED ACTIVITIES

- 16.1** It is agreed and understood that there will be no strike, work stoppage, slow-down, or other interference with the operations of the District by the Association or by its officers or agents during the term of this Agreement.
- 16.2** The Association recognizes the duty and obligation of the Association and all members of the bargaining unit to comply with the provisions of this Agreement. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit member who are represented by the Association, the Association agrees to advise those unit member to cease such action. It is agreed and understood that any unit member violating this Article may be subject to disciplinary action by the District.
- 16.3** In addition, the organizations represented by the Association, together with their officers, agents, and members, agree that there shall be no strikes, slow-downs, stoppages of work, or any acts of any nature, that tend to interfere with the operation of this District, its officers and managers, or any other governmental agency or body, even if such acts be related to sympathy with another group of employees.
- 16.4** This Article shall be suspended during re-opener negotiations, if any.

ARTICLE 17: EFFECT OF AGREEMENT

17.1 Entire Agreement

It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein and any prior or existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety.

17.2 Negotiation Rights Waiver

17.2.1 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its rights to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, or with respect to any matter not covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.

17.2.2 However, if existing statutory mandates (e.g., especially regarding tenure, dismissal, and layoff) are changed to permissive statutes during the life of this contract, such items as deemed at the time to be within the scope of negotiations shall remain mandatory during the life of the contract, provided such rights or benefits remain permissible under law. The District agrees that no change regarding such items would be made until scope determination is made.

17.3 Modifications

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto.

ARTICLE 18: SAVINGS PROVISION

- 18.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions 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.

ARTICLE19: DEPARTMENT CHAIRPERSONS

19.1 Department Chairperson Positions

Each regular high school shall have the following Department Chairperson positions (if at school):

Counseling	English Language Development
English	Physical Education
Health	Science
Fine Arts	Social Science
World Languages	Special Education (2)
Library	Career Technical Education (CTE)
Mathematics	

19.2 Chairperson Stipends

Stipends for these positions are set forth in Appendix A. Department chair stipends shall be increased by the same percentage and in the same manner as Class VI, step 12 of the regular salary schedule.

19.3 Release and Additional Work Days

19.3.1 Use of release days and the addition of extra workdays shall be by mutual agreement of Department Chairperson and site Principal. Release and extra workdays are intended to be used for departmental activities and purposes. If agreed to in advance between the Department Chairperson and the site Principal, extra workdays may be taken on a weekend, during student breaks, or immediately preceding or following the regular work year by the Department Chairperson or department member paid at the variable rate. Unused released days may not be converted to compensation.

19.3.2 Visual and Performing Arts (VAPA) Department release days may be allocated to all divisions within the VAPA Department.

19.3.3 Each comprehensive high school will be provided one additional release period to be used by one of the Special Education department chairs beginning in the 2022-2023 school year.

19.4 Chairperson Evaluations

Department Chairpersons are to be evaluated on an annual basis.

19.5 Library Department

The Library Department shall be composed of all District Librarians. Each Librarian shall represent five (5) sections. The Library Department shall qualify for a single chair. The stipend shall be paid to the chair (or co-chairs) and the release days shall be allocated, as determined by the Department.

19.6 Chairperson Selection

19.6.1 Notice of Vacancy

Vacant Department Chairperson positions will be posted throughout the District.

19.6.2 Principal Recommendations

Department Chairpersons will be recommended by the Principal.

19.6.3 Term

Department Chairpersons are appointed annually with a one (1) year extension possible by mutual agreement. This extension shall not require posting. Nothing shall prevent a Department Chairperson from being reappointed after two (2) years; however, a new posting shall be required.

19.6.4 Interviewing Committee

19.6.4.1 The Interviewing Committee for the Department Chairpersons will consist of the Principal, the Principal's appointee, and two (2) representatives of the Department if the Department has twenty (20) or more sections.

19.6.4.2 If there are fewer than twenty (20) sections in a Department, there will be one (1) representative from the Department.

19.6.4.3 The Department Representative(s) will be selected by the Department members who are not candidates for the Department Chairperson position. If there are no representatives selected by the Department, the Principal will appoint a member(s) from an appropriate department to serve on the interview panel; for example, unit members from laboratory courses to serve on the panel when the Department Chairperson position is one from a Laboratory Department or from a unit member with a major or minor serving in another Department.

19.6.4.4 Outgoing Department Chairpersons will not serve on the interviewing panel.

19.7 Peninsula Alternative High School Stipends

19.7.1 Peninsula Alternative High School shall be allocated sub-department head stipends and release days in recognition of Curriculum Council responsibilities.

19.7.2 Each of the current nine (9) sub-department heads shall receive the stipend referenced in Appendix A for current fiscal year and up to three (3) release days.

19.7.3 Sub-department chair stipends shall be increased by the same percentage and in the same manner as Class VI, step 12 of the regular salary schedule.

19.7.4 Peninsula's Special Education Department Chair will receive a stipend equal to that of a regular high school Department Chairperson with 1-15 sections.

19.7.5 All other department chairs at Peninsula High School and **Middle College** will receive a stipend as follows:

- a. \$1500 for departments with 1-5 sections**
- b. \$2000 for departments with more than 5 sections**

ARTICLE 20: TERM OF AGREEMENT

The term of the Agreement shall be July 1, **2023**, through June 30, **2025**. The Agreement will continue in full force and effect after its expiration date unless and until one Party gives the other Party thirty (30) calendar days’ written notice of its intention to withdraw from the Agreement. The Parties agree to reopeners for 2024-2025 on salary compensation, health and welfare benefits and one (1) other article for each Party.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to negotiate this Agreement this **27th** day of **June, 2023**.

SAN MATEO UNION HIGH SCHOOL
DISTRICT

DocuSigned by:
Greg Land
By _____
Greg Land
President, Board of Trustees

DocuSigned by:
Randall Booker

Randall Booker
Superintendent

DocuSigned by:
Kirk Black

Kirk Black
Deputy Superintendent

DocuSigned by:
Lou Lozano

Louis Lozano, Lozano-Smith

SAN MATEO UNION HIGH SCHOOL
DISTRICT TEACHERS’ ASSOCIATION
INC. (CTA/NEA)

DocuSigned by:
Craig Childress
By _____
Craig Childress
President, S.M.U.H.S.D.T.A., Inc.

DocuSigned by:
Giancarlo Corti

Carlo Corti
Bargaining Team Chairperson

APPENDIX A
SAN MATEO UNION HIGH SCHOOL DISTRICT
187 Days Certificated Employees Salary Schedule 2023-2024
(Schedule includes 4.0% Settlement for 2023-2024)

STEP	III *** A.B. + 30	IV A.B. + 45	V A.B. + 60	VI A.B. + 75	STEP
1	82,470	83,032	85,122	89,907	1
2	83,032	85,122	89,907	94,717	2
3	85,122	89,907	94,717	99,519	3
4	89,907	94,717	99,519	104,334	4
5	94,717	99,519	104,334	109,138	5
6	99,519	104,334	109,138	113,943	6
7	104,334	109,138	113,943	118,750	7
8	109,138	113,943	118,750	123,555	8
9	113,943	118,750	123,555	128,361	9
10	118,750	123,555	128,361	133,169	10
11		128,361	133,169	137,975	11
12		133,169	137,975	142,784	12
16	[Step 16 add 1 Career Increment (\$2,801) to Class VI Step 12]		2,801	145,585	16
19	[Step 19 add 2 Career Increments (\$5,602) to Class VI Step 12]		5,602	148,386	19
22	[Step 22 add 3 Career Increments (\$8,403) to Class VI Step 12]		8,403	151,187	22
	Master Stipend			2,801	
	Ph.D. Stipend			2,801	
	National Board Certified Teacher (NBCT) certification			2,801	

***Column and Step Movement (I & II)		
Any employee with less than a A.B. plus 30 shall receive the minimum salary of \$79,574. Step movements shall apply annually up to Step 12; however, the salary shall not change unless the employee qualifies for Class III or higher.		
An employee whose salary position falls within Class III on any step from I through 10 will not be permitted to advance beyond Step 10. Employees new to the District will not be given credit for experience beyond Step 1 in Class I and Step 5 in Class III, IV, V, and VI. An employee shall advance only one (1) step in any one (1) school year.		
Total Compensation		
Salaries for certificated employees as stipulated in the Salary Schedules shall be deemed total compensation for all services rendered during the regular work year, other than stipulated co-curricular activities for which compensation is provided.		
Department Head Stipends		
<u>Sections</u>	<u>Amount</u>	<u>Release Days</u>
Middle College/PHS (1-5)	\$1,500	3
Middle College/PHS (6+)	\$2,000	3
1 - 15	\$3,520	10
16 - 29	\$4,575	15
30 +	\$5,627	20
Variable Rate:		\$49.26
Prep Period Rate:		\$73.89
Professional Development Rate:		\$64.30

APPENDIX B
SAN MATEO UNION HIGH SCHOOL DISTRICT 2023-2024 CO-CURRICULAR ATHLETIC STIPENDS

Number of Coaches	Sport	Stipend	Stipend After 3 Consecutive Years (10%)	Stipend After 6 Consecutive Years (15%)	Stipend After 10 Consecutive Years (20%)
District Funded					
Head Coach					
1	Varsity Head Coach - District Employee	\$ 6,380	\$ 7,018	\$ 7,337	\$ 7,656
1	Varsity Head Coach - Non-District Employee	\$ 5,800	\$ 6,380	\$ 6,670	\$ 6,960
1	JV Head Coach - District Employee	\$ 5,744	\$ 6,318	\$ 6,606	\$ 6,893
1	JV Head Coach - Non-District Employee	\$ 5,221	\$ 5,743	\$ 6,004	\$ 6,265
Varsity Sports - 1 Head Coach					
	Fall	Winter		Spring	
	Cross Country	Basketball - Boys		Badminton	
	Football	Basketball - Girls		Baseball	
	Golf - Girls	Soccer - Boys		Golf - Boys	
	Spirit	Soccer - Girls		Gymnastics	
	Tennis - Girls	Spirit		Lacrosse - Boys	
	Volleyball - Girls	Wrestling		Lacrosse - Girls	
	Water Polo - Boys			Softball	
	Water Polo - Girls			Swimming - Boys	
	Flag Football- Girls			Swimming - Girls	
				Tennis - Boys	
				Track & Field	
				Volleyball - Boys	
Junior Varsity Sports - 1 Head Coach					
	Fall	Winter		Spring	
	Football	Basketball - Boys		Baseball	
	Spirit	Basketball - Girls		Lacrosse - Boys	
	Volleyball - Girls	Soccer - Boys		Lacrosse - Girls	
	Water Polo - Boys	Soccer - Girls		Softball	
	Water Polo - Girls	Spirit		Swimming - Boys	
	Flag Football- Girls	Wrestling		Swimming - Girls	
				Volleyball - Boys	
Assistant Coaches					
2	Football-District Employee	\$ 5,105	\$ 5,616	\$ 5,871	\$ 6,126
1	Football-Jr District Employee	\$ 5,105	\$ 5,616	\$ 5,871	\$ 6,126
2	Track and Field- District Employee	\$ 5,105	\$ 5,616	\$ 5,871	\$ 6,126
	Non-District Employee Stipend	\$ 4,642	\$ 5,106	\$ 5,338	\$ 5,570
Please Note: Head coach and assistant coach stipends may be split with volunteered assistants in any sport under mutual agreement of those involved. All volunteered assistants must go through the clearance process in order to receive a stipend.					
Non-District Funded (Salary Plus Payroll Taxes, 22.2% CalSTRS, 36% CalPERS)					
	Strength & Conditioning	\$ 5,105	\$ 5,616	\$ 5,871	\$ 6,126
	Non-District Employee Strength & Conditioning	\$ 4,642	\$ 5,106	\$ 5,338	\$ 5,570
	*Additional Assistant Coach	\$ 2,946	\$ 3,241	\$ 3,388	\$ 3,535
	*Non-District Employee Additional Assistant Coach	\$ 2,679	\$ 2,947	\$ 3,081	\$ 3,215
	**Smaller Team Additional Assistant Coach	\$ 1,474	\$ 1,621	\$ 1,695	\$ 1,769
	**Non-District Employee Smaller Team Additional Assistant Coach	\$ 1,340	\$ 1,474	\$ 1,541	\$ 1,608
	***Freshman Sports Coach	\$ 2,946	\$ 3,241	\$ 3,388	\$ 3,535
	***Non-District Employee Freshmen Sports Coach	\$ 2,679	\$ 2,947	\$ 3,081	\$ 3,215
*	30 or more student athletes				
**	Less than 30 student athletes				
***	Requires contribution of up to \$1,500 to fund program costs (officials, equipment)				

APPENDIX C
SAN MATEO UNION HIGH SCHOOL DISTRICT
CO-CURRICULAR ACTIVITIES STIPENDS
2023-2024

CATEGORY	STIPEND (per Semester)	
I	\$4,640	Activities Director (to receive one stipend and one release period each semester) Athletics Director
II	\$3,435	Drama Director Newspaper Advisor Yearbook Advisor (Fall)
III	\$3,092 (90% of Category II)	Concert Band with marching competitions * Yearbook Advisor (Spring)
IV	\$2,748 (80% of Category II)	Choreography Director (musical) Concert Band Director Dance Concert Director (Spring) Mock Trial Advisor (Spring) Orchestra Director (musical) Robotics Club Advisor (Spring) Stagecraft Advisor Vocal Director (musical)
V	\$2,405 (70% of Category II)	Choir Director * Jazz Band Director * Orchestra Director *
VI	\$2,061 (60% of Category II)	Dance Team Director (Fall) Dance Team Director (Spring)
Small School***	\$1,000	Yearbook Advisor Newspaper Advisor

* These stipends are subject to performance in two or more concerts and/or competitions at times outside the regular school day.

** Each site may, with the approval of the Superintendent or his or her designee, add up to a total of three (3) one-semester stipend positions in either Category IV, V and/or VI for use at the school's discretion for co-curricular activities.

*** Yearbook and Newspaper stipends are \$2,000 for the year for small schools that include Middle College, Peninsula, and Bridge.

APPENDIX D
SAN MATEO UNION HIGH SCHOOL DISTRICT
202 Days Psychologist Salary Schedule 2023-2024

(Schedule includes 4.0% Settlement for 2023-2024)

STEP	III *** A.B. + 30	IV A.B. + 45	V A.B. + 60	VI A.B. + 75	STEP
1	102,839	108,341	113,833	119,341	1
2	108,341	113,833	119,341	124,836	2
3	113,833	119,341	124,836	130,334	3
4	119,341	124,836	130,334	135,831	4
5	124,836	130,334	135,831	141,328	5
6	130,334	135,831	141,328	146,824	6
7	135,831	141,328	146,824	152,325	7
8	141,328	146,824	152,325	157,822	8
9	146,824	152,325	157,822	163,324	9
	Master Stipend	3,025		Ph.D. Stipend	3,025

<i>Total Compensation</i>	
Salaries for certificated psychologists as stipulated in the Salary Schedules shall be deemed total compensation for all services rendered during the regular work year, other than stipulated co-curricular activities for which compensation is provided.	
<i>Variable Rate:</i>	<i>49.26</i>
<i>Professional Development Rate:</i>	<i>64.30</i>

SAN MATEO UNION HIGH SCHOOL DISTRICT

School Calendar 2024-2025

Fall Semester 2024

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>
August	PD	W	14	15	16 (13 + 2)
	19	20	21	22	23
	26	27	28	29	30
September	H	3	4	5	6 (20)
	9	10	11	12°	13+
	16	17	18	19	20*
	23	24	25	26	27
	30				
October		1	2	3	4 (22+1)
	7	8	9	10	11
	PD	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
November					1* (17+1)
	4	5	6	7	8
	H	12	13	14	15
	18	19	20	21	22
	25	26	SR	H	H
December	2	3	4	5	6 (15+1)
	9	10	11	12	13
	16	17	18+	19+	20+*
	Winter Recess (students) 12/23				

Spring Semester 2025

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>
January	W	7	8	9	10 (16+2)
	13	14	15	16	17
	H	21	22	23	24
	PD	PD	29	30	31
February	3	4	5	6	7 (19)
	10	11	12	13	14
	H	18	19	20	21*
	24	25	26	27	28
March	3	4	5	6	7 (20)
	10	11	12	13@	14+
	17	18	19	20	21
	24	25	26	27	28
April			Spring Recess		
	7	8	9	10	11 (18)
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
May				1	2 (20+1)
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	H	27+	28+	29+	W*

Fall Semester begins (Teachers) Monday, August 14, 2023
 Fall Semester begins (Students) Wednesday, August 16, 2023
 Winter Recess (Students) December 23, 2023 – January 8, 2024
 Fall Semester ends (Students) Friday, December 22, 2023
 Fall Semester ends (Teachers) Tuesday, January 7, 2024

Spring Semester begins Wednesday, January 9, 2024
 (Teachers and Students)
 Spring Recess – April 1-5, 2024
 Spring Semester ends (Students) Thursday, May 30, 2024
 Spring Semester ends (Teachers) Friday, May 31, 2024

Key: H - Holiday
 W - Workshop/Scheduling days for all teachers
 o - Back to School
 * - Six-Week Marking Period
 + - Minimum Day
 @ - Open House
 SR - Staff Recess
 PD - Professional Development

	<u>Inst.</u> <u>Days</u>	<u>Non-Inst.</u> <u>Days</u>	<u>Total</u> <u>Contract Days</u>
Fall	87	4	91
Spring	95	3	98
Total Days	182	7	189

SCHOOL HOLIDAYS

August 14..... Professional Development Day
 September 2 Labor Day
 October 14 Professional Development Day
 November 11 Veterans Day (observance)
 November 27 Staff Recess
 November 28 & 29 Thanksgiving Days
 December 23, 2023 – January 6, 2024 Winter Recess

January 20..... Martin Luther King, Jr. Day
 January 27 & 28..... Professional Development Day
 February 17 Presidents' Day
 March 31-April 4, 2024..... Spring Recess
 May 26, 2024..... Memorial Day

Adopted by the Board of Trustees
 Board Approved 8.10.23

**MEMORANDUM OF UNDERSTANDING
REGARDING
RECRUITMENT INCENTIVE FOR TEACHERS**

The San Mateo Union High School District (District) and the San Mateo Union High School District Teachers Association (Association), collectively referred to as “the Parties”, hereby agree to this Memorandum of Understanding to pilot a program under which the District pays a recruitment incentive to certificated employees who are newly employed by the District in the 2023-2024 school year and whose current residence is outside of the San Francisco Bay Area. The program shall operate in the following manner:

1. This pilot program shall be applicable only to certificated employees initially employed by the District on or after July 1, 2023 through June 30, 2024, and shall expire on June 30, 2024, unless extended in writing by the Parties.
2. To be eligible for this recruitment incentive payment, the employee must have relocated from outside of the San Francisco Bay Area, California to the San Francisco Bay Area. The San Francisco Bay Area shall be defined as the counties of San Francisco, San Mateo, Santa Clara, Alameda, Marin, Solano, Sonoma, Napa, and Contra Costa.
3. The incentive shall be five thousand dollars (\$5,000) which will be paid in the following manner: two thousand five hundred dollars (\$2,500) will be paid with the first payroll period after the first day of service in the first year of employment with the District and two thousand five hundred dollars (\$2,500) will be paid with the first payroll period after the first day of service in the second year of employment.
4. The employee shall commit to providing at least two (2) years of actual service to the District. In the event the employee voluntarily leaves the employment of the District prior to completing two (2) years of service, the employee shall reimburse the District in an amount that is proportional to the actual time of service. For example, if the employee completes only one year of service to the District and then voluntarily separates from District employment, s/he shall reimburse the District for 50% of the amount paid to the employee for relocation expenses. If the employee is released by the District during the probationary period, the employee shall not be required to reimburse the District for any of the recruitment incentive the employee received.
5. The signing recruitment incentive shall not constitute creditable compensation, and therefore, withholdings for CalSTRS will not be made.

Dated: _____

ASSOCIATION

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Craig Childress

3/16/2023

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DocuSigned by:

Giancarlo Corti

3/16/2023

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DISTRICT

 2/23/23

Kirk Black

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Black
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MEMORANDUM OF UNDERSTANDING REGARDING REIMBURSEMENT OF COSTS FOR INTERN TEACHERS AND PERSONS EMPLOYED WITH A SHORT TERM STAFF PERMIT

The San Mateo Union High School District (District) and the San Mateo Union High School District Teachers Association (Association), collectively referred to as "the Parties", hereby agree to this Memorandum of Understanding to pilot a program under which the District pays for costs incurred by unit members of the Association currently employed with an Intern Credential or Short Term Staff Permit.

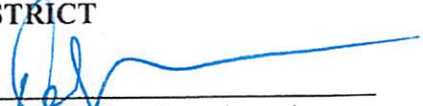
RECITALS

- I. For purposes of this MOU, an Intern Credential is a specific credential type granted by the California Commission on Teacher Credentialing (CTC) to students currently enrolled in a University's Teacher Preparation program in California and found eligible for said credential.
- II. For purposes of this MOU, a Short Term Staff Permit (STSP) is a specific credential type granted by the California Commission on Teacher Credentialing (CTC) to individuals that meet the minimum requirements for the permit. These individuals generally are too early in their credential preparation program to qualify for an Intern Credential.

AGREEMENT

- I. The District will reimburse unit members for one hundred percent (100%) of the tuition and the cost of all required textbooks for one (1) University Teacher Preparation course per semester approved by a unit member's administrator and the Human Resources Department, provided that the unit member successfully completes the course with a grade of C, or the equivalent thereof, or a higher grade. A unit member must do the following in order to receive reimbursement:
 - a. Unit member must submit a written request on a form provided by the Human Resources Department.
 - b. No miscellaneous fees, such as health or parking, will be covered. Approval to participate will be considered subject to the availability of professional development funds.
 - a. Upon completion of the approved course the Unit Member must submit an official transcript showing the passing grade, along with receipts for courses and/or textbooks.
 - b. Only one (1) class per semester or the equivalent if on the quarter system may be paid per employee up to a maximum of \$2,000 per course. The District at its sole discretion may limit the number and kind of career growth proposals to be approved during each school year. Any unit member who receives reimbursement under this MOU is expected to remain employed by the District one (1) calendar year thereafter. If a unit member voluntarily leaves the District's employment within one (1) year of receipt of reimbursement, they may be obligated to repay that portion of the reimbursement equal to one-twelfth (1/12) times the number of months in the year that the employee does not remain in employment with the District.
- II. Any Units or Courses reimbursed under this MOU are exempt from Section 10.4.3.5 of the Association's Agreement with the District.
- III. This Agreement is not precedent setting and shall not constitute a past practice.

DISTRICT


Randall Booker, Superintendent

Kirk Black
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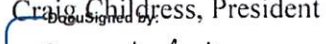
Kirk Black, Deputy Superintendent

Date: _____

ASSOCIATION

Craig

Childress


Craig Childress, President

Giancarlo Corti
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Carlo Corti, Bargaining Chair

Date: _____

10/21/2022

MEMORANDUM OF UNDERSTANDING

The San Mateo Union High School District and the San Mateo Union High School District Teachers' Association agree to the following regarding the offering of classes outside of the normal work day for bargaining unit members:

1. This MOU shall apply to classes that are taught outside of the hours of the normal workday for bargaining unit members.
2. For teachers teaching these classes, the regular workday shall be seven and one-half (7-1/2) hours including not less than a thirty (30) minute duty-free lunch and at least fifteen (15) minutes on school site or at a workstation before the employee's first assigned responsibilities for the day.
3. Teachers who voluntarily teach one of these classes shall attend staff collaboration (faculty meetings, department meetings and professional learning community meetings) as well as flex time and/or tutorial periods, but they will have unassigned time during the workday so that their workday will not exceed 7.5 hours.
4. The number of these classes District-wide shall be limited to no more than twelve (12) classes in the 2023-2024 school year in addition to the specific courses that were offered at the school in any of the three school years, 2018-19, 2019-20, and 2020-21. [Linked](#) (and attached) is a list of zero-period classes offered in those school years.
5. All other provisions of the Collective Bargaining Agreement apply to bargaining unit members who are teaching these classes including, but not limited to, class size limits, 6/5 schedule expectations, and vacancy procedures.
6. At the request of either party, the Parties shall meet to discuss and resolve concerns that arise pertaining to these classes or to renegotiate this MOU.

Dated: _____

SAN MATEO UNION HIGH SCHOOL DISTRICT TEACHERS ASSOCIATION

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Craig Childress

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Giancarlo Corti

7/12/2023

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SAN MATEO UNION HIGH SCHOOL DISTRICT

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Kirk Black

7/12/2023

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MEMORANDUM OF UNDERSTANDING

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Dated: _____

SAN MATEO UNION HIGH SCHOOL DISTRICT TEACHERS ASSOCIATION

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Craig Childress

7/27/2023

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Giancarlo Corti

7/12/2023

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SAN MATEO UNION HIGH SCHOOL DISTRICT

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Kirk Black

7/12/2023

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