

# **Tentative Agreement**

November 30, 2017

The San Mateo-Foster City School District (SMFCSD) and San Mateo Elementary Teachers Association (SMETA), collectively the Parties, have completed their negotiations for the 2016-2019 successor Collective Bargaining Agreement.

The Parties have tentatively agreed on the following changes to the current 2013-2016 Collective Bargaining Agreement, to become effective pending ratification by the Governing Board of the SMFCSD and the SMETA membership.

## **ARTICLE 4 RELEASE TIME**

**TA signed 2/10/17**

4.4.5 Statewide or National Organization Officers. Association officers of statewide or national public employee organizations with which SMETA is affiliated shall be granted reasonable leaves of absence without loss of compensation, upon prior request notification to serve as officers of such organizations, provided the Association reimburses the District for the employee's full compensation pursuant to Education Code 44987. **TA 1/23/17**

4.4.6 The Association shall annually provide a roster of Association elected SMETA officials and statewide or national officials by the end of the first week of the school year.  
**TA 1/23/17**

## **ARTICLE 5 COMPENSATION**

### **5.1. Compensation**

~~For 2013-14, the regular certificated salary schedule (Appendix A) and the school psychologist salary schedule (Appendix B) were increased by 2.0% over the 2012-13 regular certificated salary schedule effective July 1, 2013. The 2012-13 regular certificated salary schedule will be increased an additional 5.0% retroactive to July 1, 2013 for a total salary increase of 7.0%. Appendices A and B will be adjusted accordingly.~~

For 2016-2017, the regular certificated salary schedule (Appendix A) the school psychologist salary schedule (Appendix B) and the intern schedule (Appendix C) will be increased by 5% over the 2015-16 salary schedules effective July 1, 2016.

For 2017-2018 the regular certificated salary schedule (Appendix A) the school psychologist salary schedule (Appendix B) and the intern schedule (Appendix C) will be increased an additional 3% over the 2016-2017 salary schedules effective

July 1, 2017. (TA 11/30/17)

5.4.3.2 A unit member notifies the Assistant Superintendent of Human Resources in writing no later than April 1 that he/she will be retiring from the District effective the end of the school year. Unit members who notify the Assistant Superintendent of Human Resources in writing on or before February 1 that he/she will be retiring from the District effective the end of the school year shall receive \$500.00 (AGREE 4/18/17)

5.7. Credit for Master and Doctoral Degrees and Graduate Level Units

Effective July 1, 2017, Unit members who hold a Master's degree shall receive ~~one thousand (\$1,000)~~ fifteen hundred (\$1500) in addition to their placement on the salary schedule. Unit members who hold a Doctoral degree shall receive fifteen hundred (\$1,500) in addition to their placement on the salary schedule. Only one degree of each type will be recognized for salary purposes. Unit members must submit evidence of their degree by November first (1st) of each year to receive salary credit for their advanced degree(s) and/or units for added increments. (AGREE 5/5/17)

5.11.3 Hourly Rate. The hourly rate of pay shall be ~~\$30~~ \$45 per hour with the hourly rate applied to all supplemental hours worked. (TA 11/30/17)

5.14. Teacher-in-Charge

Effective July 1, 2017, teacher-in-charge at the elementary level shall receive a stipend of ~~eight hundred dollars (\$800)~~ one thousand dollars (\$1000) per year. (AGREE 4/18/17)

~~5.16.3 No unit member on a year-round calendar shall be required to work during intercessions. Unit members on a year-round calendar who volunteer to work during intercessions shall be compensated at the summer school hourly rate. TA 2/23/17~~

~~5.16.4 Unit members on a year-round calendar shall have the option to be paid in eleven (11) equal payments beginning on the last work day in August, and continuing on the last work day each month through June. TA 2/23/17~~

5.16.5 Elementary School Substitute. In the event that an elementary school substitute is not available at an elementary school and the absent teacher's students are divided among other classrooms, teachers receiving these students will be compensated as follows: a teacher(s) who receive(s) one or more student(s) for more than 30 minutes in a day will receive the hourly rate per 5.11.3 ~~for a long-term substitute~~. This rate shall be divided by the number of teachers receiving the absent teacher's students. For each such occurrence, the receiving teacher will complete a supplemental pay form. The District will make payment for all such service twice each year, once in January and once in June. (AGREE 5/5/17)

## 5.17 Stipends

RSP/SDC: \$1000

National Board Certification \$1000

ASHA Certification (Speech/Language Pathologist) \$1000

Certificated Bilingual Teachers \$1000

Program Improvement School \$1000

Effective July 1, 2017, Overnight at \$250 per night (AGREE 5/5/17)

## ARTICLE 6 HOURS

6.1.1 Lunch Period. Unit members shall be entitled to a daily lunch period within the defined working day. At the middle school, the lunch period shall be 40 minutes or one period unless the site administrator, for good reason and after seeking the advice and counsel of the staff, elects to shorten it. At the TK-5 schools, a duty-free lunch period shall range from 50 to 60 minutes. Duty-free is defined as free from all duties and responsibilities connected with the instruction and supervision of students, including but not limited to walking students to and from lunch. TA 2/10/17

6.1.6 It is understood that when unit members are required to travel to another site on school business, they will be given 15 minutes travel in addition to their duty-free lunch period TA 2/10/17

## ARTICLE 7 ASSIGNMENT, TRANSFER & FILLING OF VACANCIES

7.2.1 At initial employment and for subsequent assignments, unit members shall be assigned based on the needs and the best interests of the school district, and in consideration of the specific qualifications of the unit member. When need requires a combination class assignment, such assignments should be made equitably. No unit member shall be involuntarily assigned to a year-round school/site. TA 1/23/17

7.2.3 Assignments shall be made by June 1 or two weeks prior to the last working day of the school calendar, whichever is later. In the event a unit member does not receive assignment by June 1 or two weeks prior to the last working day of the school calendar, whichever is later, the unit member may request is entitled to release time for up to four (4) days during the first (45) forty-five sixty (60) calendar days of the beginning of the school year for the purpose of preparing for the new assignment. (AGREE 4/18/17)

7.2.4 ~~Unit members~~ A unit member who are is reassigned after the start of the school year ~~be eligible for up to~~ is entitled to four (4) days of release time for the purpose of preparing for the new assignment. This release time shall occur during the first forty-five (45) thirty (30) days of the new assignment. In lieu of release time, unit members may

elect to prepare for the new assignment during non-school hours and be compensated at the hourly rate as provided for in Article 5.11.3 for up to thirty (30) hours. **(AGREE 4/18/17)**

7.2.5 Unit members who are required to move to another classroom **due to a non-facilities related event** in the school ~~may request~~ are entitled to one work day of release time during the first ten (10) days of moving to the new assignment classroom. District will notify a non-classroom teaching unit member at least (10) days in advance if ~~his/her~~ the unit member's office is to be moved during the period when the unit member is not on duty. Non-classroom teaching unit members are ~~may~~ also request entitled to one work day of release time. **(AGREE 5/5/17)**

7.2.7 Unit members who are required to move classrooms **Due to facilities related events modernization** will receive \$350 for each one way move; and will be allowed to leave the school campus after the end of the teaching day on two minimum days. Early release for the minimum days must be with prior approval of the Principal. If the school does not have a minimum day, the teacher will be released for an equivalent number of hours as the teacher on a minimum day. **(AGREE 5/5/17)**

7.5.5 No unit member shall be involuntarily transferred in more than two successive years. ~~No unit member shall be involuntarily transferred into a year round school/site.~~ **TA 1/23/17**

#### 7.6. Voluntary Transfers

7.6.1 No later than January 15 ~~March 4~~ of each year, the Assistant Superintendent for Human Resources shall publish a reminder notice requesting unit members to inform the Human Resources Department or the immediate supervisor they are interested in a voluntary transfer on the appropriate District form. Responses will be received and held in confidence in the Human Resources Department. Such reminder notice shall indicate positions which may be available for the following school year due to continued implementation of the state-funded class-size reduction program and/or increases in enrollment. **(AGREE 4/18/17)**

7.6.3 A unit member requesting a voluntary transfer shall make his/her interest known to the Human Resources Department or the immediate supervisor by submitting a Request for Transfer form by February 1 ~~March~~ April 15. A unit member may request a transfer after February 1 ~~March~~ April 15, however, first consideration will be given to those who request transfers by February 1. ~~March~~ April 15. **(AGREE 4/18/17)**

#### 7.10 TK/K-8 school/sites

7.10 Unit members whose current site is converted to a TK/K-8 site may apply for a voluntary transfer. A unit member who requests voluntary transfer due to conversion into a TK/K-8 school shall have preference for vacancies over voluntary transfer requests. **TA 11/3/16**

## ARTICLE 8 CLASS SIZE

### 8.5. Elementary Class Size

8.5.1 ~~The District's goal is to have no more than thirty (30) students in a class, except for middle school classes where traditionally there is some large group instruction. Within the District's pupil teacher staffing ratio, it is the intent of~~ The District to shall maintain class size as follows:

8.5.1 TK-3 (and 3/4 combination classes) at no more than 28 students. (AGREE 5/5/17)

8.5.2 Grade 4-5 classes at no more than 30 students (AGREE 5/22/17)

### 8.6. Special Education Classes and Programs

8.6.1 Special Education classes and programs are to be staffed in accordance with State law and the following recommended program standards: (1) Special Day Classes (SDC) = 12 students for preschool, 12 students for K-5, 15 students at middle school; (2) Resource Specialist Programs (RSP) caseload = 28; and (3) Designated Instruction Services Speech and Language (DIS-SLP) caseload = 55. Such staffing shall not be counted in the staffing ratios cited in 8.1. In the event that a designated instructional service (DIS-SLP) unit member is assigned an individual caseload in excess of 56 students, the unit member shall be provided relief in the same manner as described in Section 8.6.2. Special Education teachers will provide instruction and services as provided by law. Special Education teachers will also be available for consultation and other assistance to support classroom teachers. (AGREE 4/18/17)

## ARTICLE 10 LEAVE PROVISIONS

~~10.2.4 Payment for personal necessity leave of absence shall be made only upon the employee's written statement requesting that the absence be charged against his/her sick leave and verifying that the absence was due to personal necessity as set forth in 10.3.2~~ (TA 11/30/17)

10.4.4 ~~Paternal~~ Parental Leave. A unit member with less than one (1) year in the district may utilize up to ten (10) days of ~~paternal~~ parental leave, deducted from accumulated sick leave, will be granted upon request, to the father non-birthing unit member at the birth of ~~his~~ the child. TA 2/23/17

10.4.5 Adoption Leave. Any unit member with less than one (1) year in the district shall have the right to utilize personal necessity and sick leave for absence necessitated by child adoption. Such leave shall not exceed twenty (20) days. TA 2/23/17

10.4.6 Child Bonding Leave. Unit members may choose to take up to 12 school weeks for child bonding occasioned by the birth of the unit member's child, or placement of a

child with the unit member in connection with the unit members' adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Pursuant to Education Code Section 44977.5, unit members may choose to utilize any accumulated sick leave during the child bonding leave granted under this section. After sick leave had been exhausted, the unit member may use differential leave for the balance of the 12 school week bonding leave. **TA 2/10/17**

~~10.4.6.1 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employees must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period. TA 2/10/17~~

10.4.6.2 For mothers, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave. TA 2/10/17

10.4.6.3 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with Family Care Leave described in section 10.6 below. TA 2/10/17

10.4.6.4 Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to extended sick leave differential pay as provided in section 10.1.3 above for the balance of the 12 week period. TA 2/10/17

10.4.6.5 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child. TA 2/10/17

10.4.6.6 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency. TA 2/10/17

~~10.5.5 The unit member is not entitled to use any accrued sick leave or other paid leave while such employee is on childbearing preparation leave or leave for child-rearing unless the illness or disability is related to a pregnancy, miscarriage, child birth or recovery therefrom. TA 2/10/17~~

## **10.11 Leave Without Pay –Part Time**

10.11.2 The unit member shall make request for such leave to the Assistant Superintendent for Human Resources with the written recommendation of the site administrator by ~~March 15~~ **February 1** of the school year preceding the school year in which the unit member wants to take part-time leave. **TA 5/5/17**

## **10.12. Other Leaves Without Pay - Full-time**

10.12.1 Upon recommendation of the Superintendent or designee and approval by the Board of Trustees, leave without compensation or salary increment, or seniority may be

granted to a unit member with ~~tenure~~ permanent status for a period of one school year. Such leaves may be granted for purposes such as service in the Peace Corps or in an elected public office, professional study or research, overseas teaching assignment, or personal hardship. At the request of the unit member an extension of leave of absence may be granted for one additional year. (AGREE 5/5/17)

10.12.2 The application for granting of such leaves of absence must be in writing, and received by the Assistant Superintendent for Human Resources by ~~March~~ **February** 1 of the school year preceding the school year in which the unit member wants to take the leave.

This date requirement may be waived by the Assistant Superintendent for Human Resources in special circumstances. In addition, a unit member already on such leave shall notify the Human Resources Department by ~~March~~ **February** 1 of the school year in which he/she is on leave as to an intent to return to employment in the District. The Human Resources Department shall send a written reminder of the ~~March~~ **February** 1 deadline to the unit member by ~~February~~ **January** 15. Failure of the unit member to so notify may be considered an abandonment of position. (AGREE 5/5/17)

#### ARTICLE 19 TERM

19.1.1 This agreement shall remain in full force and effect from July 1, 2013 2016 through June 30, ~~2016~~ **2019**.

19.1.2 Reopeners for ~~2013-14 2014-15~~ **2018-2019** shall be limited to salary and benefits and one additional Article for each party.

19.1.3 The parties agree to commence negotiations no later than March 1, ~~2016~~ **2019**, for the successor agreement. Earlier negotiations may proceed with mutual agreement.

For SMFCSD

  


Date: 11/30/17

For SMETA

  


Date: 11/30/17