

**SAN MATEO UNION HIGH SCHOOL DISTRICT
AND
SAN MATEO UNION HIGH SCHOOL DISTRICT TEACHER'S ASSOCIATION
TENTATIVE AGREEMENT
June 7, 2019**

The San Mateo Union High School District (District) and the San Mateo Union High School District's Teachers Association (Association or SMUHSDTA) agree to resolve all issues in negotiations between the Parties for the 2019-2020 school year on the following terms and conditions:

1. **ARTICLE 6—ORGANIZATIONAL SECURITY**—will be amended as attached.

a. Section 6.2.1 will be amended to provide:

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.

b. Section 6.4.3 will be amended to provide:

6.4.3 **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.**

2. **ARTICLE 9—HOURS OF EMPLOYMENT**—will be amended as follows:

a. Section 9.1.5 will be amended to provide:

9.1.5.1.2 PRP will be used for duties related to other school assignments and for meeting professional responsibilities such as training for emergency procedures, sexual harassment prevention, cultural proficiency, **restorative justice, sexual exploitation of children awareness**

training, and mandated reporting responsibilities. The PRP will also be used for additional on-site preparation for classroom instruction including but not limited to, grade level and/or subject area collaboration on a reasonable basis. Additionally, the PRP will be used for responding to emails and posting grades, homework assignments, and test dates on line on a reasonable basis.

...

- 9.1.5.1.4 On an equitable and rotating basis no more than ten (10) of these periods per school year may be assigned to attending IEP **and/or 504** meetings and monitoring AP and state mandated test administration. **During these ten periods, Education Specialists may be required to administer or proctor student academic achievement assessments in lieu of AP and state mandated test administration.**

b. Section 9.1.5.2 will be amended to provide:

- 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.

...

- 9.1.5.2.3 **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 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.**

3. ARTICLE 10—SALARY COMPENSATION—shall be amended as follows:

- a. District's proposal for compensation (salary and benefits) for the **2019-2020** school year is that the certificated salary schedule be increased by **4.44%** for the **2019-2020** school year.

- 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.

4. ARTICLE 11-HEALTH AND WELFARE BENEFITS – The Parties agree to the attached one year MOU.

- a. Section 11.1.1.6 will be amended to provide:

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.

5. The following language will not be included in the collective bargaining agreement but will be honored by the Association:

The Association acknowledges that there is value in the regular posting of grades, assignments, and homework on the District's learning management system. The Association believes the best way to have all members buy into this is to explain the rationale. The Association proposes that during faculty meeting time in fall, a few minutes are taken for Guided Studies teachers, SPED teachers, counselors, administrators, etc., to clearly lay out the arguments for regular posting. These arguments can include, but are not limited to, greater parental access to information, timely feedback for students, up-to-date information for intervention teams, and individual student focus on struggling students. The Association leadership supports the idea that "reasonable basis" in Article 9.1.5.1.2 usually means every three weeks.

Dated: July 11, 2019

DISTRICT

SMUHSDTA

R. Kelly
Mike Black

Craig C.
gpc.

**MEMORANDUM OF UNDERSTANDING RE
HEALTH AND WELFARE OPT OUTS FOR 2019-20**

The Parties agree to the following for the 2019-2020 school year only:

1. Unit members who have medical insurance coverage through their Spouse's health insurance plan may opt out of coverage under the District's plan and receive a check at the end of the year in the amount of \$1,000, prorated by FTE. To be eligible for the right to opt out of coverage and receive payment, the unit member shall be required to provide proof of health insurance coverage. This provision shall be implemented only if at least 25 District employees who are enrolled in insurance coverage during the 2019 year, or new unit members, select this option for 2020.
2. Unit members who have a spouse and that spouse is not covered by the District's medical insurance plan shall receive a check at the end of the year in the amount of be paid \$1,000, prorated by FTE. This provision shall be implemented only if at least 23 District employee spouses who are enrolled in insurance coverage during the 2019 year, or the spouses of new unit members, select this option for 2020.
3. If there are more than 25 District employees who opt out per paragraph one and/or more than 23 District employee spouses per paragraph two, the savings generated by each person over 25 or 23 respectively shall be set aside to offset future premium increases for the District.
4. These agreement sunsets on June 30, 2020 unless mutually extended by the Parties.

DISTRICT

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