

MILLBRAE EDUCATION ASSOCIATION/ MILLBRAE ELEMENTARY SCHOOL DISTRICT AGREEMENT 2024-2027



**MEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2024-2027 CONTRACT AGREEMENT
(per 2024-2025 negotiations)**

Table of Contents

Article 1 Agreement		Agreement	1
Article 2 Recognition	2.1	Unit Description	2
	2.2	Subcontracting	2
Article 3 Professional Dues	3.1	Payroll Deduction	3
	3.2	Maintenance of Membership	3
	3.3	Association/District	3
	3.4	Hold Harmless	3
Article 4 Association Rights	4.1	Right to Consult	4
	4.2	Curriculum Advisory Committee	4
	4.3	Unit Member Information	4
	4.4	Board of Education Meeting Agenda	4
	4.5	Association Business	4
	4.6	Mail Boxes	4
	4.7	Reduction In Personnel	5
	4.8	Release Time for Negotiations	5
	4.9	Association Leave	5
	4.10	Contract Distribution	5
	4.11	New Employee Orientation	5
Article 5 Hours	5.1	Work Year/Duty Day	6
	5.2	Professional Responsibilities	6
	5.3	Preparation Period/Time	7
	5.4	Minimum Day and Shortened Day Schedule	8
	5.5	Faculty Meetings	9

**MEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2024-2027 CONTRACT AGREEMENT
(per 2024-2025 negotiations)**

Table of Contents

	5.6	Arrival/Departure Dates	9
	5.7	Parent Meetings	10
	5.8	Duty-Free Break	10
	5.9	Instructional Minutes	10
	5.10	Overnight Field Trips/Outdoor Education	10
	5.11	District Summer School and/or Program	10
Article 6 Shared Teaching Assignment	6.1	Shared Assignments	12
	6.2	Terms and Conditions	12
Article 7 Part-Time Employment	7.1	Definition	14
	7.2	Return to Full Time	14
	7.3	Duties and Hours	14
	7.4	Seniority	14
	7.5	Pro-rated Salary	14
	7.6	Representation	14
Article 8 Early Retirement H&W Benefits and Pre-Retirement Options	8.1	Eligible Retirees	16
	8.2	Benefit Continuation & Contributions	16
	8.3	CalPERS @ Age 50	17
	8.4	CalSTRS Reduced Workload Program	17
Article 9 Leaves	9.1	Miscellaneous	19
	9.2	Illness/Disability	19
	9.3	Bereavement	20
	9.4	Personal Necessity	21
	9.5	Pregnancy Disability Leave	22
	9.6	Parental Leave	22

**MEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2024-2027 CONTRACT AGREEMENT
(per 2024-2025 negotiations)**

Table of Contents

	9.7	Family Care Leave	22
	9.8	Industrial Accident Leave	24
	9.9	Military Leave	25
	9.10	Catastrophic Leave Bank	25
	9.11	Court Appearance Leave	26
	9.12	Jury Duty	26
	9.13	General	26
	9.14	Conference	27
Article 10 Class Size	10.1	Ratio	28
	10.2	Legislative Changes	29
	10.3	Combination Class	29
	10.4	SAI, Mainstreaming	29
	10.5	Program Teacher Release Time	30
Article 11 Safety Conditions of Employment	11.1	Personal Safety	31
	11.2	First Aid Requirements	31
	11.3	Emergency Plans	31
	11.4	Insecticides or Poisons	31
	11.5	Student Conduct	31
	11.6	Self and Student Protection	32
	11.7	Compliance with Sexual Harassment Policies	32
	11.8	Suspected Child Abuse	32
Article 12 Transfers and Reassignments	12.1	Definitions	33
	12.2	Posting of Vacancies	33
	12.3	Voluntary Transfer	33
	12.4	Involuntary Transfer	34

**MEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2024-2027 CONTRACT AGREEMENT
(per 2024-2025 negotiations)**

Table of Contents

	12.5	Assignment Procedures	35
	12.6	Reassignment Procedure	35
	12.7	Relocation Assistance	36
	12.8	Long-Term Vacancies	36
	12.9	Timeline	36
Article 13 Evaluations	13.1	Evaluation Procedure	37
	13.2	Environment	38
	13.3	Assistance	38
	13.4	Unit Member Files	38
	13.5	Pilot/Subcommittee	39
Article 14 Wages and Benefits	14.1	Fringe Benefits	40
	14.2	Stipends for Advanced Degrees	40
	14.3	Accident and Illness Credit	41
	14.4	Prior Experience	41
	14.5	Longevity Bonuses – After Step 12 with 75 Units	41
	14.6	Extra Duty Pay	41
	14.7	BCC/BCLAD Stipends	41
	14.8	Staff Development Stipend	42
	14.9	Salary	42
	14.10	Professional Growth Salary Credit	42
	14.11	Zero Period Compensation	42
Article 15 Grievance Procedure	15.1	Definitions	44
	15.2	Informal Level	44
	15.3	Level I – Immediate Supervisor	44
	15.4	Level II – Superintendent/Designee	45

MEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2024-2027 CONTRACT AGREEMENT
(per 2024-2025 negotiations)

Table of Contents

	15.5	Level III – Board of Education	45
	15.6	Level IV – Arbitration	45
	15.7	General Provisions	46
Article 16 Complaint Procedure	16.1	Written Complaints	48
	16.2	Investigation	48
	16.3	Disposition	48
Article 17 Peer Assistance and Peer Review	17.1	Definitions	49
	17.2	Joint Panel	49
	17.3	Consulting Teachers (CT)/Support Providers (SP)	50
	17.4	Referred Participating Teacher	51
	17.5	Cooperative Relationship	52
	17.6	Program Monitoring	52
	17.7	Ed Code Requirements	52
	17.8	Expenditures	52
	17.9	Training	52
Article 18 Professional Courtesy	18.1	Informal Level	53
	18.2	Assistance by Immediate Supervisor	53
	18.3	Assistance by the Superintendent	53
	18.4	Investigation with Resolution	53
	18.5	Investigation without Complainant Resolution	54
	18.6	Confidentiality	54
Article 19 Professional Growth	19.1	Unit Members Required to Participate	55
	19.2	Requirement/Credit	55
	19.3	Clock Hour Credit	55

**MEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2024-2027 CONTRACT AGREEMENT
(per 2024-2025 negotiations)**

Table of Contents

	19.4	Prior Approval of Plan	55
	19.5	Post-Participation Sign-off	55
	19.6	Record Keeping	55
	19.7	Submission of Forms	56
Article 20 Just Cause/Due Process	20.1	District Rights	57
	20.2	Just Cause and Due process	57
	20.3	Progressive Discipline	57
	20.4	Notice of Suspension	57
	20.5	Arbitration	58
	20.6	Confidentiality	58
Article 21 Miscellaneous	21.1	Personal Freedom	59
	21.2	Academic Freedom	59
	21.3	Effects of Agreement	59
	21.4	Negotiation Procedures	60
	21.5	Non-Discrimination	60
	21.6	Duration of Agreement	60
	21.7	Ratification Acknowledgment	60
Signature Page			61
Appendix A		Calendar	62
Appendix B		Health & Welfare	63
Appendix C		Pre-Designation of Personal Physician	64
Appendix D		Student Suspension	65
Appendix E		Sexual Harassment	66
Appendix F		Child Abuse Reporting	67

**MEA AND MILLBRAE ELEMENTARY SCHOOL DISTRICT
2024-2027 CONTRACT AGREEMENT
(per 2024-2025 negotiations)**

Table of Contents

Appendix G		Certificated Transfer Request Form	68
Appendix H		Classroom Observation Form	69
Appendix I		Extra Duty Pay/Staff Development Pay	70
Appendix J		Certificated Salary Schedules	71
Appendix K		Certificated Request for Credit	72
Appendix L		Certificated Grievance Form	73
Appendix M		Catastrophic Leave Bank	74
Appendix N		Site Request for Assignment Form	75
Appendix O		2024-2025 MOU's	76
Appendix P		Intent to Return Form	77
Appendix Q		Certificated Evaluation Form	78

ARTICLE 1 AGREEMENT

This Agreement is entered into on a binding and bilateral basis pursuant to the existing provisions of the Rodda Act (Government Code §3540 et seq.) governing employer/employee relations, this 4th day of March 2025, by and between the Board of Trustees of the Millbrae Elementary School District, hereinafter called District and the Millbrae Education Association, an affiliate of the California Teachers Association and National Education Association hereinafter called Association.

ARTICLE 2 RECOGNITION

2.1 Unit Description

In accordance with action taken by the Board of Education at a regularly scheduled Board of Education meeting on March 7, 1977, the District voluntarily recognizes the Association as the exclusive representative of all certificated unit members of the Millbrae Elementary School District, including those employed by specific action of the Board of Education on a temporary written contract for all or part of a school year, but only while so employed, and excluding:

- a) Employees designated as management in accordance with Government Code §3540.1
- b) Employees designated as supervisory in accordance with Government Code §3540.1
- c) Employees designated as confidential in accordance with Government Code §3540.1
- d) Substitutes
- e) Summer school employees
- f) Certificated employees working in classified or other non-certificated positions while so employed

2.2 Subcontracting

The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above will be performed only by unit members and will not be subcontracted or otherwise transferred out of the bargaining unit. If, following normal recruitment efforts, the District is unable to hire a credentialed, qualified applicant, the District may contract for that particular service on a temporary basis. The District will, in a timely manner, notify the Association of its intent to contract a service and the circumstances requiring such employment.

ARTICLE 3 PROFESSIONAL DUES

3.1 Payroll Deduction

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments will be accorded exclusively to the Association. The District will deduct other voluntary payments as authorized by unit members and the Association on an authorization form developed by the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues and general assessments upon formal written request from the Association to the District will be increased or decreased without re-solicitation and authorization from unit members.

3.1.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments of the Association. Pursuant to such authorization, the District will deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deduction for unit members who sign such authorization after the commencement of the school year will be appropriately prorated to complete payments by the end of the school year.

3.1.2 With respect to all sums deducted by the District pursuant to Section 3.1 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made. The list will include their names, addresses, and work locations, and indicate any changes in personnel from the list previously furnished.

3.2 Maintenance of Membership

3.2.1 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article. The parties agree that membership; adding new members, maintaining current members or dropping members who complete the process with the Association to do so, is entirely a function of the Association and no part of this Agreement may interfere with the union membership process.

3.3 The Association and the District agree to furnish each other any information need to fulfill the provisions of this article.

3.4 Hold Harmless

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the professional dues provisions of this Agreement or their implementation. The Association will have the exclusive right to decide and determine whether any such action or proceeding referred to above will or will not be compromised, resisted, defended, tried or appealed.

ARTICLE 4 ASSOCIATION RIGHTS

4.1 Right to Consult

The Association has the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and any other appropriate educational matters.

4.2 Curriculum Advisory Committee

The Curriculum Advisory Committee which includes the Superintendent, Director of Educational Services, a site administrator, a teacher representative from each site, a special education representative, and the president of the Association, will serve as an advisory committee for planning district-wide staff development, including planning for the in-service topics and presenters.

4.3 Unit Member Information

The District shall provide the Association with a list of names and contact information for any newly hired unit members within five (5) working days of each District regular Governing Board meeting. Upon request, the District will provide the Association with a list of all unit member names and contact information on the last working day of September, January, and May. The information will be provided to the Association electronically (in the electronic format in which the District holds the information and/or an Excel spreadsheet). The contact information provided by the District shall include the following information, if it has been provided to the District by the unit member:

- First name, middle initial and last name; Suffix (e.g. Jr., III);
- Job title;
- Department;
- Work location;
- Work telephone number;
- Home street address including apartment number, city, state and zip code (five (5) or nine (9) digits);
- Home telephone number (ten (10) digits);
- Personal cellular telephone number (ten (10) digits);
- Personal email address on file with the District; Birthdate; and hire date.

4.4 Board of Education Meeting Agenda

The District will make available for the Association at the District Office two (2) copies of the complete Board of Education meeting agendas minus executive session material at the same time it is available for the Board of Education members.

4.5 Association Business

All Association business, discussions, and activities will be conducted by unit members outside established work hours, exclusive of lunch, as defined in Article 5 herein.

4.6 Mail Boxes

The Association may use school mailboxes and bulletin board space designated by the superintendent. The District will not impinge upon the content of postings and mail box use unless these materials present a substantial threat to peaceful school operations.

ARTICLE 4 ASSOCIATION RIGHTS

4.7 Reduction in Personnel

The District Superintendent will meet for discussion purposes with Association representatives during the month of February if the District anticipates dismissals of permanent certificated unit members.

4.8 Release Time for Negotiations

The District will provide release time and substitute coverage for six (6) Association representatives; if the subject of negotiations requires that a unit member knowledgeable in that area is present, additional release time will be provided. It is further agreed that no more than fifty percent (50%) of the total negotiating time will be during school time.

4.9 Association Leave

The Association President will be granted leave for the purpose of conducting business pertaining to Association affairs provided sufficient notification is provided to secure the services of a substitute; the Association will reimburse the District for the cost of the substitute. The days used for this leave will not be deducted from the President's accumulated leave for illness nor from any other leave to which they are entitled as a unit member of the District.

4.10 Contract Distribution

The District will reproduce and deliver to the Association, a sufficient number of copies of the agreement for distribution to unit members.

4.11 New Employee Orientation

Before the start of each school year, the Millbrae Elementary School District provides a new certificated employee orientation for all of the new certificated employees hired for the upcoming school year. At this orientation, and as indicated on the orientation agenda, MEA representatives are invited and given time within the orientation to address and communicate with the new certificated staff. Unit member information as described in Article 4.3 shall be provided ten (10) days prior to the orientation.

Should a new certificated employee be hired after the initial certificated employee orientation meeting, the new employee information (described in Article 4.3) will be forwarded to the bargaining unit president within thirty (30) days of the new unit member's hire date or by the first pay period of the month following date of hire to schedule a time for orientation as agreed upon with the principal/department supervisor. This process will occur at any time throughout the duty year.

ARTICLE 5 HOURS

5.1 Work Year/Duty Day

- 5.1.1 The work year for all unit members, except first-year teachers, is 185 days of which three (3) days will occur before the first day of school to complete annual mandated training, district convocation, union meetings, site staff meetings and classroom set-up. Two (2) additional professional learning days will be scheduled within the school year calendar.

The work year for new certificated unit members will be extended an additional two (2) mandatory orientation days, for a total of 187 days, and will be prorated for a late hire. This pertains to all certificated unit members.

- 5.1.2 Unit members are required to be at their school or other work sites 15 minutes prior to the beginning of the student instructional day. Unit members are expected to remain a sufficient amount of time after the latest student dismissal time in service to the educational program as long as is necessary to meet their responsibilities to the students and educational programs of the District, including IEP meetings, 504 meetings, provide time for conference with pupils, parents, or other staff personnel; or working as necessary to prepare for instruction or student services.
- 5.1.3 A normal workday, defined as seven (7) hours, is the time students are in school and the time established by the school for student arrival and departure. For purposes of calculating retirement and tracking leaves, a full day of service is defined as 7 hours, including a 30-minute duty free lunch.
- 5.1.4 Each full Professional Learning Day provided during the work year will consist of no more than 7 hours of which 60 minutes is dedicated to lunch. A start time for the dedicated professional learning days will be determined and communicated to all members no less than 2 weeks prior to the date.

5.2 Professional Responsibilities

- 5.2.1 Professional responsibilities shall include expending the time necessary to plan for and execute student instruction; select and prepare instructional materials and evaluate the work of students. Responsibilities also include attending staff meetings, pursuant to Section 5.5; PLC meetings; attending professional learning and teacher collaboration; conferring with parents; 504, IEP and SST meetings and maintaining records. A unit member's instructional responsibilities are of greater importance than their adjunct assignments. A minimum of ten (10) school days' advance notice shall be given before scheduling annual and/or triennial IEP's and 504's. Scheduling of such meetings will include the teacher(s) of record for planning purposes. Ten (10) school days notification will be given for amendment IEP's.
- 5.2.2 Adjunct Duties: Unit members participate in adjunct duties on a voluntary and assigned basis. The staff and administration at each site will determine the system which would best provide for that school site for equitable distribution of the necessary tasks among the members. Adjunct duties include, but are not limited to: supervising pupils; supervising and providing leadership in student organizations and activities; cooperation in parent-community activities; providing advice and service to the District; and participation in approved staff development programs other than the required district professional development days. Scheduling of time to meet adjunct duty obligations will be mutually agreed upon by those involved.

ARTICLE 5 HOURS

5.3 Preparation Period/Time

5.3.1 Unit members employed at the middle school for more than three (3) periods will be assigned one (1) period per day for preparation and planning on those days a preparation period is scheduled and occurs.

5.3.2 Status Quo (ends 6.30.2025)

Beginning with the first day of school, unit members employed in Transitional Kindergarten through 5th grade will be assigned sixty (60) minutes per week within the student instructional day for preparation time prorated at the unit member's respective FTE. Unit members who miss their preparation time during holidays, non-work days and parent conferences will collaborate with the site administrator to find a mutually acceptable time to make up the lost preparation time. The lost preparation time will not be made up during Thanksgiving recess, winter and spring recesses, and the first or last non-full week of school. TK-5 teachers shall not be required to provide lesson plans or hands-on supervision for their students during their preparation time. The elementary teacher preparation program will rotate Mondays and Fridays from year to year, as program and staffing allows.

5.3.2 Effective July 1, 2025

Beginning with the first full week of student instruction, unit members employed in Transitional Kindergarten through 5th grade will be assigned sixty (60) minutes per week within the student instructional day for preparation time prorated at the unit member's respective FTE. Preparation time will not be provided during weeks with fewer than four (4) instructional days. Unit members who miss their preparation time during holidays, non-work days and parent conferences will collaborate with the site administrator to find a mutually acceptable time to make up the lost preparation time. TK-5 teachers shall not be required to provide lesson plans or hands-on supervision for their students during their preparation time. The elementary teacher preparation program will rotate Mondays and Fridays from year to year, as program and staffing allows.

5.3.3 Unit members shall not be required to substitute during their preparation period except in the event of sudden illness, accident, emergency or when substitutes are not available. If a unit member does provide substitute service during their conference/preparation period, they will receive the full Extra Duty Pay hourly rate for each occurrence per Appendix I. At the middle school, unit members who provide substitute service during their preparation period during a block period will receive extra duty pay per Appendix I equal to the number of minutes worked, rounded to the nearest quarter (i.e. 56 min = 1 hour pay, 33 minutes = 30 minutes of pay. For every six (6) hours accrued in one school year, the unit member, who has depleted their sick bank, will be given the option of choosing a comp day in lieu of compensation.

5.3.4 Elementary school teachers shall not be required to receive students from the classes of absent teachers except in the event of sudden illness, accident, emergency or when substitutes are not available. If a unit member does receive the students from the class of an absent teacher, they will be compensated on the following formula: the classroom without a substitute will be equitably split amongst no less than four (4) teachers and each teacher will receive a pro rata share of the current rate per Appendix I. In the event that less than four (4) teachers volunteer to take a full class, the teacher(s) will receive the full

ARTICLE 5 HOURS

rate of pay per Appendix I. When students are distributed from the class of an absent teacher to elementary P.E or Music, the unit member will be compensated only when the class size exceeds as per Article 10.1.2.

- 5.3.5 Elementary school teachers shall not be required to stay with their class while the students are receiving instruction from a credentialed, itinerant staff member as it meets the requirements of Article 5.3.2 (preparation & planning). Any additional itinerant coverage that may be afforded will be directed by site administration (i.e. music, computer instruction, etc.).

5.4 Minimum Day and Shortened Day Schedule

5.4.1 Status Quo (ends 6.30.2025)

All schools will have six (6) minimum days per school year. They will be scheduled as follows – the first day of school, the last day of school, the day before winter recess, the day before spring recess, and the day after Back to School Night and Open House.

For 2024-2025, Back-to-School Night and Open House will be scheduled at each of the schools. Back-to-School Night at the elementary schools will be the first Thursday of the school year, with a minimum day the first Friday. Back-To-School Night at the middle school will be the second Thursday of the school year with a minimum day the second Friday. The format of the programs will be to provide the community with curriculum information and school and classroom procedures. The staff and the site administrator will work together to design the program to maximize parent participation. Open House at the elementary schools will be the first Thursday in May, with a minimum day first Friday. Open House at the middle school will be the second Thursday in May with a minimum day the second Friday.

5.4.1 Effective July 1, 2025

All schools will have six (6) minimum days per school year. They will be scheduled as follows – the first day of school, the last day of school, the day before winter recess, and a day after Back to School Night and Open House. The final minimum day will be set in cooperation with the joint calendar/district committee on a yearly basis.

Back to School Night and Open House will be scheduled at each of the schools.

Back to School Night at the elementary schools will be the second week of the school year. Back to School Night at the middle school will be the third week of the school year. The minimum day following Back to School Night for both the elementary and the middle school will be a mutually agreed upon Friday. The format of the programs will be to provide the community with curriculum information and school and classroom procedures. The staff and the site administrator will work together to design the program to maximize parent participation.

Open House at the elementary schools will be the first week in May. Open House at the middle school will be the second week in May with a minimum day following Open House on a mutually agreed upon Friday.

ARTICLE 5 HOURS

5.4.2 Elementary Conference Shortened Day Schedule:
In grades TK through 5, seven (7) shortened days (dismissal at 1:15 pm) occur in October and four (4) shortened days (dismissal at 1:15 pm) occur in March (in conjunction with Report Cards). Priority for March conferences will be provided to families who have been identified through the MTSS process. Teachers will make all reasonable efforts to accommodate parents' work schedules in order to meet with every parent for a required conference. During October conferences a teacher may leave their site upon completion of all scheduled conferences provided they have completed all professional responsibilities. During March conferences teachers are expected to remain on their school sites for a full day.

5.4.3 Optional Shortened Day Schedule

The unit members and administrator(s) at each site will determine whether to participate in a shortened day schedule. In order to provide a shortened day, the other four (4) days would be lengthened to make up the time. The purpose of the shortened day is to allow unit members an opportunity for planning and collaboration amongst grade level and/or department. The site administrator will submit the proposal to the Board of Education for approval.

5.5 Faculty Meetings

Status Quo (ends 6.30.2025)

District and site meetings will not exceed fifteen (15) per year (excluding the annual Convocation Day) nor be scheduled during district parent teacher conference days. District and site meetings will begin 15 minutes after student dismissal and will not extend beyond sixty (60) minutes thereafter. One exception to this sixty (60) minute rule, other than an emergency, may occur during the school year, but shall not exceed ninety (90) minutes in all with a minimum of a one (1) week notice. In order to meet professional responsibilities, sufficient time shall be allocated for site business, articulation, class placement, grade level meetings, case management or department meetings. For sites in "Differentiated Assistance" status, the maximum number of meetings shall be twenty (20).

Effective July 1, 2025

District and site meetings will not exceed fifteen (15) per year (excluding the annual Convocation Day) nor be scheduled during district parent teacher conference days. District and site meetings will begin 15 minutes after student dismissal and will not extend beyond sixty (60) minutes thereafter. One exception to this sixty (60) minute rule, other than an emergency, may occur during the school year, but shall not exceed ninety (90) minutes in all with a minimum of a one (1) week notice. In order to meet professional responsibilities, sufficient time shall be allocated for site business, professional development, professional learning community meetings, articulation, class placement, grade level meetings, case management or department meetings. For sites in "Differentiated Assistance" status, the maximum number of meetings shall be twenty (20).

5.6 Arrival/Departure Dates

If a unit member leaves campus during school hours, the unit member will notify administration or an administrative representative and notify those necessary as designated by the safety plan of their departure and return and will be required to sign in and sign out with the office electronically.

ARTICLE 5 HOURS

5.7 Parent Meetings

Unit members will meet with parents, if requested by the parents, before or after the designated workday at a mutually agreed upon time. Such meetings will be scheduled when mutually satisfactory arrangements cannot be made with the parent to meet during the designated workday.

5.8 Duty-Free Break

All TK-5 unit members will be provided a morning duty-free break. The amount of break time will be uniform insofar as possible at each site. Unit members that have been assigned duty during the regular break periods will be able to take a relief break.

5.9 Instructional Minutes

Instructional minutes at each site will be aligned with California Education Code Sections 46200-46208.

5.10 Overnight Field Trips/Outdoor Education

Unit members will be encouraged but not required to attend Overnight Field Trips/Outdoor Education with their participating classes. If there are personal circumstances that prevent a unit member from fulfilling the assignment, the District and MEA will cooperate in finding a replacement by allowing unit members to switch assignments for the week.

5.10.1 Unit members attending Overnight Field Trips/Outdoor Education with participating classes will serve for the entire time during which their respective classes are participating, and for such hours during the day and evening as the District Outdoor Education Coordinator may assign. In recognition of the extra time and responsibility involved for unit members accompanying students to overnight field trips/Outdoor Education Camp, the unit members will be provided with stipends of \$150 for each day.

5.10.2 Unit members may travel in their own vehicles at their own expense unless no adult supervision can be provided on the bus. The District will make all reasonable efforts to provide supervision, other than unit members, on the bus.

5.10.3 Should a personal emergency affect a unit member who does not have their own vehicle, the District will reimburse the unit member for any cost of transportation necessitated by the emergency.

5.11 District Summer School and/or Program

Anticipated district summer school or program vacancies will be made known in accordance with Article 12.2.

5.11.1 Applications for the position of summer school or program teacher will be submitted to the District Office by the closing date listed on the flyer (early March). Each applicant will be notified as to the status of their application by April 1 or as soon as practicable.

5.11.2 All positions will be filled from the bargaining unit unless insufficient applications are received or the applicants do not meet the needs of the program or summer school. Applicants last evaluation must be satisfactory.

ARTICLE 5 HOURS

- 5.11.3 Contracts for summer school or program will be offered on a contingency basis depending upon the actual attendance of summer school or program students.
- 5.11.4 The District will strive to have tentative summer school or program assignments made by April 1. Any changes in assignments will be discussed with the individuals involved. No unit member will be required to teach summer school or summer programs.
- 5.11.5 Salaries and schedules will be set at the time when all budget items are considered. Teachers will be required to teach twenty (20 days), four (4) hours per day with one (1) non-student day for a total of twenty one (21) days, if the summer school or program requires it.

ARTICLE 6 SHARED TEACHING ASSIGNMENT

6.1 Shared Assignments

Members who elect to share one (1) full-time equivalent (FTE) assignment are required to submit a work schedule in accordance with 6.2.2. All working conditions for regular part-time unit members will be consistent with the Agreement.

6.2 Terms and Conditions

Unit members may request a reduced work year from full-time to part-time under the following conditions:

6.2.1 A unit member may elect to work part-time, with approval of their site administrator and the Board of Education. The District, consistent with the provisions of the Agreement, will determine grade level and building assignment.

6.2.2 A plan for covering all work days listed on the adopted school calendar shall be submitted to the site administrator for approval as part of the unit member's proposal for a shared teaching assignment. These days shall include pre-school workdays, parent/unit member conference days, Back-To-School-Nights, Open House, staff meeting attendance and shared* professional responsibilities as listed in Article 5.2.1.

*Shared professional responsibilities will be on a rotating basis as describes in the submitted schedule referenced in 6.1.

6.2.3 Yard duty and/or other duty supervision will be pro-rated and shall coincide with the unit member's workdays.

6.2.4 In the interest of professional learning, unit members on shared teaching assignments or other less than full-time arrangements are required to participate in all staff professional learning which shall be accounted for in the work schedule described in 6.1. The member who would not be scheduled on a professional learning day will attend and be compensated per diem pro rata.

6.2.5 The District will pay Extra Duty Pay (Appendix I) for the attendance by a part-time unit member at a District in-service or other professional learning activities that staff are required to attend that occur outside of the part-time unit member's contract day.

6.2.6 Department, committee, and grade level assignments will be pro-rated and, if required, will coincide with unit member's workdays.

6.2.7 In the event that one job share partner must be absent from work and the other partner can substitute, the other partner will first make every effort to arrange for trading the day off with the absent partner. If such a trade is not possible, the substituting partner will be paid the short term substitute rate not to exceed 2 consecutive days; thereafter, a substitute will be provided. Trading day(s) off requires notification to the site administrator.

6.2.8 If one of the unit members in the shared teaching assignment is unable to complete the shared assignment, for any reason, the other person sharing the position will be required to return to the full time assignment if no alternative replacement is secured within 30 days.

6.2.9 Both unit members will develop procedures to ensure clear lines of communication with all parents, including the scheduling of meetings with parents. The procedures will be made known

ARTICLE 6 SHARED TEACHING ASSIGNMENT

to the school site administrator in writing prior to the shared contract being approved.

- 6.2.10 On the first day of school, both unit members will be present to establish the program, set classroom standards, and develop a rapport with the students. Both unit members are to assume full responsibility for each student's program and progress for the total classroom instructional program.
- 6.2.11 Details of the daily class schedule, instructional program, activities, and related assignments must be submitted in writing for approval by the site administrator.
- 6.2.12 Unit members on half-time leaves must return to full-time employment at the conclusion of the one-year shared contract unless a renewal of the shared contract is requested and approved. The unit member must notify the District of their request for a renewal of leave on or before February 1st of the year preceding the year which additional part-time leave employment is requested. Granting of a request for additional part-time leave is contingent upon the District's ability to find a qualified person to fill the other portion of the position.
- 6.2.13 Part-time unit members will retain employment and seniority rights consistent with the Education Code and the Agreement.
- 6.2.14 Permanent status unit members returning to full-time employment shall be assigned a position they are qualified to teach at their original site if available. (Article 12.5, Assignment Procedures).
 - 6.2.14.1 In the event that a permanent status teacher fills the opening created by the shared teaching assignment, then when the shared teaching assignment ends, that permanent status teacher shall be re-assigned and/or transferred so that the shared teaching partner can return to a similar position and/or assignment to which they are qualified.
 - 6.2.14.2 Posting for the above opening shall include this condition and shall reference Article 6 - Shared Teaching Assignment.
 - 6.2.14.3 If the number of positions at the site has declined between the time the shared teaching assignment was created and ended, then an involuntary transfer may be necessary. All teachers at the site, including those returning to full-time status, shall be subject to involuntary transfer pursuant to Article 12.4, Involuntary Transfer.
- 6.2.15 Salary and benefits will be pro-rated. The annual salary will be pro-rated in relation to a full time position. Unit members will receive pro rata of the District's health and welfare contribution (all unit members must enroll in dental coverage). Sick leave days will be pro-rated consistent with the number of hours worked each year. STRS contributions and benefits will be prorated on the basis of a full-time position. Beginning in the 2021-22 school year, unit members will remain at their current salary placement until the unit member accumulates a 1.0 FTE.

Example: If an employee works a .2 FTE, and continues to work a .2 FTE annually, the unit member will advance on the salary schedule only after the FTE accumulates to a 1.0 FTE (5 years in this example).

ARTICLE 7 PART-TIME EMPLOYMENT

7.1 Definition

Part-time employment is any assignment less than full-time. Unit members who are employed on a part-time basis are expected to participate in non-classroom activities as follows:

- 7.1.1 Time on site: pro-rated according to the percentage of time employed;
- 7.1.2 Adjunct duties: pro-rated according to the percentage of time employed;
- 7.1.3 Attendance at staff meetings: the site administrator and the unit member will determine attendance at staff meetings;
- 7.1.4 District in-service: attendance at District in-service meetings scheduled on minimum days is required. If the part-time unit member is unable to attend a staff meeting or an in-service due to employment elsewhere, it is the unit member's obligation to meet with the site administrator to arrange for appropriate alternatives.
- 7.1.5 The District will pay Extra Duty Pay (Appendix I) for attendance by a part-time unit member at in-service or other professional development activities that unit members are required to attend that take place outside of the unit member's day.

7.2 Return to Full Time

Any full time unit member may request a part-time assignment: a request for a part-time assignment may be withdrawn any time prior to Board of Education action filling the assignment. Unit members on part-time leaves must return to full-time employment at the conclusion of the one-year part-time contract unless a renewal of the contract is requested and approved. The unit member must notify the District of their request for renewal of leave on or before March 1 of the year preceding the year for which additional part-time employment is requested. Granting of a request for additional part-time leave is contingent upon the District's ability to find a qualified person to fill the other portion of the position.

7.3 Duties and Hours

Each part-time assignment must designate duties and hours. Salary and benefits will be consistent with the terms identified in Article 6.2.15.

7.4 Seniority

Unit members on a Board of Education approved part-time arrangement equivalent to a half time or greater assignment will maintain their positions of seniority.

7.5 Pro-rated Salary

The salary of a unit member working part-time will be pro-rated to the number of days/hours worked and their relationship to a full-time position.

7.6 Representation

Unit members have the option of requesting an Association representative to be present at the meeting with the superintendent or designee when the provisions of the part-time contract are discussed prior to

ARTICLE 7
PART-TIME EMPLOYMENT

Board of Education approval. A request for part-time assignment may be denied if such assignment does not meet the verifiable needs of the District.

ARTICLE 8
EARLY RETIREMENT HEALTH AND WELFARE BENEFITS AND PRE-RETIREMENT PROGRAMS

8.1 Eligible Retirees – District Contributions

Eligible unit members who meet the eligibility criteria listed below will qualify to receive a district contribution for health and welfare benefits with either the Five-Year Plan Option or the Ten-Year Plan Option listed in 8.2.

- 8.1.1 The unit member must have rendered at least ten (10) years of full-time service in the District, in a certificated position and must be at least fifty-five (55) years of age;
- 8.1.2 The unit member will be retiring from active service in the CalSTRS and/or CalPERS systems.

8.2 Benefit Continuation and Contributions

Five-Year Plan Option

Unit members enrolled in district benefits, who have rendered at least ten (10) years of service with the District and are at least fifty-five (55) years old, are entitled to receive the same health and welfare contributions they were enrolled in as an active unit member at the time of their retirement. These contributions will be used for health care costs, less the CalPERS monthly administrative fee. This benefit continues for a maximum of five (5) years, or until the retiree becomes eligible for Medicare, whichever occurs first.

Ten-Year Plan Option

Effective the last day of the 2024-2025 school year, unit members who have rendered at least ten (10) years of full-time service to the District, and are at least fifty-five (55) years of age are entitled to receive the same health and welfare contributions they were enrolled in as an active unit member at the time of their retirement, equal to 50% of the district monthly contribution for an active unit member for health care costs at the time of retirement, including Medicare Part B at the age of 65. Such contributions will continue for a maximum of ten (10) years.

Retirees who accept this benefit may pay the difference between health and welfare benefits received upon retirement and the amount necessary to cover those benefits they select.

- 8.2.1 Because CalSTRS mandates that CalPERS medical premiums be deducted from retirees' CalSTRS warrants, the District will provide a quarterly, non-taxable reimbursement in advance, equal to the district's contribution amount, less the CalPERS monthly administrative fee. This reimbursement will also deduct dental and vision premiums, if applicable, as these premiums are handled through the District's group plan and are not deducted from the retirees' CalSTRS warrants. Please note that the reimbursement will not exceed the medical premium deduction from the CalSTRS warrant.

Depending on your medical benefit selections (i.e. two-party or family coverage), you may receive an invoice for dental and/or vision premiums.

- 8.2.2 Retirees who do not choose either the Five-Year Plan Option or the Ten-Year Plan Option have the option to drop CalPERS and seek health insurance directly with the health provider of their choice. Retirees who choose this option must submit an invoice verifying their out-

ARTICLE 8
EARLY RETIREMENT HEALTH AND WELFARE BENEFITS AND PRE-RETIREMENT PROGRAMS

of-pocket premium expenses, and can be reimbursed up to three-hundred forty-seven (\$347) dollars per month. Such contributions will continue for a maximum of ten (10) years.

Once the District contributions expire, retirees can pay for medical, dental, and vision coverage at the group rate at their own expense.

8.3 Unit members who qualify to retire with CalSTRS at age 50

Certificated unit members between the ages of fifty (50) and fifty-five (55) who qualify under the CalSTRS 2% at sixty (60), with at least thirty (30) years of service, may participate in existing District early retirement options as defined in Article 8.1 and 8.2.

8.4 CalSTRS Reduced Workload Program (also known as the Willie Brown Act)

Unit members may reduce their workload from full-time to part-time duties under the CalSTRS Reduced Workload Program, under the following conditions:

- 8.4.1 The option of participation in the CalSTRS Reduced Workload Program shall be exercised at the request of the unit member and once approved by the District, can only be revoked only with the mutual consent of the District and the unit member;
- 8.4.2 The unit member must submit a request to participate in this program to the Human Resources Director no later than March 1 of the school year preceding the desired year of participation;
- 8.4.3 The unit member must have reached the age of fifty-five (55) prior to the school year in which the reduction in workload starts;
- 8.4.4 A unit member's participation in the reduced workload program may not exceed 10 years; The employment level can be increased or decreased annually if approved by the District within the limitation of part-time employment of no less than 50;
- 8.4.5 The District and the unit member shall agree to make the appropriate contributions to the State Teachers' Retirement System (STRS) equal to the amount required as if serving as a full-time unit member;
- 8.4.6 The unit member shall have been employed full-time in a position requiring certification for at least ten (10) years of which the unit member was employed for at least five (5) years full-time, immediately preceding a request for a reduction in workload, without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service;
- 8.4.7 The unit member's salary shall be a prorated portion of the salary they would receive if they had not chosen part-time employment;
- 8.4.8 The days of sick leave allowed for full-time employment will be reduced in the same proportion as employment is reduced. District contributions for health and dental plans will be made in the same manner as for full-time members;

ARTICLE 8
EARLY RETIREMENT HEALTH AND WELFARE BENEFITS AND PRE-RETIREMENT PROGRAMS

- 8.4.9 The part-time agreement will be automatically renewed each year and will continue in effect until the end of the tenth (10th) school year following the beginning of the part-time employment or until the employee retires, whichever comes first;
- 8.4.10 The District has sole discretion to determine both eligibility for participation in the CalSTRS Reduced Workload Program and whether an applicant meets the instructional needs of the District.

ARTICLE 9 LEAVES

9.1 Miscellaneous

- 9.1.1 Days mean work days of bargaining unit members, unless otherwise specified.
- 9.1.2 A unit member on paid leave of absence will receive normal coverage under District health, dental, and vision insurance plans.
- 9.1.3 A unit member on unpaid leave of absence will be permitted to continue coverage under District health, dental, and vision insurance plans to the extent permitted by the individual insurers and by law, by paying to the District and/or provider the full cost of the premiums.
- 9.1.4 Any unit member is entitled to transfer accumulated sick leave upon change of employment from one district to another. It is the unit member's responsibility to notify the District in writing of the name and address of the district of last employment so that necessary documents may be completed to accomplish the transfer.
- 9.1.5 Each unit member will work with the District to minimize the combined total of their days out of the regular assignment resulting from use of leave, training opportunities, or professional obligations such as committee participation or special project work.
- 9.1.6 A unit member returning from paid leave will be reinstated to the position they held prior to the leave; a unit member returning from unpaid leave will be returned to the same or similar position.
- "Same position" will mean return to the grade level, and/or subject the unit member last taught.
- "Similar position" will mean an appointment to a position within the District within the same category as the last grade taught. The categories are as follows: Primary (K-2), Intermediate (3-5), Middle school (6-8). TK will return to a vacant TK or Primary position.

9.2 Illness/Disability

Disability leave is available to cover all absences due to disability caused by illness or injury.

- 9.2.1 Unit members absent because of illness or injury for three (3) days or more may be required to furnish a written release from a licensed health care practitioner excusing their absence and allowing their return to work.
- 9.2.2 Unit members employed on a full-time basis will be entitled to accumulate ten (10) days per school year of sick leave, available to the unit member for the first work day of each year. If a unit member shall leave the employ of the district before the end of the year, any monies drawn for sick leave in excess of the rate of one day per month will be refunded to the District.
- 9.2.2.1 Unit members who work less than full-time will be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 9.2.2.2 The District will provide each unit member with an accounting of the number of days of sick leave they have accumulated, plus the number of days to which the unit member is entitled for the current school year. The District will normally provide an accounting of such

ARTICLE 9 LEAVES

days to unit members by November 1 of each school year.

9.2.2.3 A unit member is required to report absences as soon as practicable but no less than one hour prior to their start time using the District's absence management system. It is the professional responsibility of each employee to enter their own absence, unless circumstances preclude them from doing so.

9.2.3 Extended Disability Leave

Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article will receive up to one hundred (100) days of Extended Disability Leave. A unit member on Extended Disability Leave will be paid their regular daily rate of pay minus the Board of Education adopted rate of pay for a substitute per day but no less than fifty percent (50%) of the unit member's regular daily rate of pay. Unit members on Extended Disability Leave will furnish a release from a licensed health care practitioner before being allowed to return to work.

9.2.4 The District and the unit member may agree upon the terms and timing of the unit member's return to duty at the time the unit member begins a disability leave, where the nature of the disability permits. If no agreement is made at that time, the unit member must give the District at least ten (10) school days written notice regarding their intent to return to duty.

9.3 Bereavement

9.3.1 Upon the death of any member of a unit member's immediate family, the unit member is entitled to a paid, job-protected bereavement leave (CA Govt. Code 12945.7), not to exceed five (5) days on account of death of any member of the unit member's immediate family. The amount of each leave will not be deducted from the unit member's sick leave or other leave granted by the District.

9.3.2 "Immediate family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (step daughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, (grandparents-in-law), granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle (aunts/uncles-in-law) and any person living in the household of the unit member.

9.3.3 Additional bereavement leave, including that for persons other than members of the immediate family is provided under Article 9.4, Personnel Necessity Leave.

9.3.4 Beginning Jan. 1 2023, to be eligible for bereavement leave an employee must have been employed at least 30 days before taking the leave.

If the District requests documentation of the death, you are required to provide it. You are not required to provide such documentation before you begin your leave, instead you must provide it within 30 days of the first day of your bereavement leave.

Acceptable documentation may be in the form of:

- a death certificate
- obituary

ARTICLE 9 LEAVES

- written verification of death
- burial or memorial service from the mortuary, funeral home, crematorium, religious institution or government agency

Bereavement leave must be completed during the 3 (three) months after the death of the person whom you are taking the leave, unless permitted by Superintendent or designee.

9.4 Personal Necessity

9.4.1 Unit members are entitled to seven (7) days of Personal Necessity Leave (EC 44981), earned under Article 9.2 – Illness/Disability, and may be used at the unit member's election for the purposes identified below, with the site administrator's verification of no adverse impact on students. The unit member will submit via the online absence management system the request at least 24 hours in advance of taking leave except in the case of an emergency. Days used under this section will be deducted from the unit member's earned sick leave balance.

9.4.1.1 Leave to attend the funeral of other than immediate family as defined in Section 9.3.2;

9.4.1.2 Additional bereavement leave;

9.4.1.3 Accident involving unit member's person or property or the person or property of a unit member's immediate family;

9.4.1.4 "Immediate family" illness (as defined in Article 9.3.2);

9.4.1.5 Appearance in court as a litigant or as a witness under an official order; a copy of the court order or official evidence must be submitted as verification;

9.4.1.6 Imminent danger to unit member's property;

9.4.1.7 Religious observance.

9.4.2 Personal Leave: Unit members are entitled to three (3) days, not to be taken consecutively for personal leave per school year. Days utilized for personal leave will be deducted from sick leave and will be noted as personal leave in the District Absence Management System and must comply with article 9.4.3.

9.4.3 No leave under this section may be used for personal vacation. Employees shall be required to provide reasons (beyond "personal necessity") to their immediate supervisor when a leave is requested for the following circumstances:

Day before or after a holiday or vacation period (including summer recess), travel time prior to and after holiday vacation periods (including summer recess), professional learning days, and requests for three (3) or more consecutive days. Failure to obtain prior authorization shall result in unpaid status for the aforementioned days. Unit members shall be permitted to appeal to Human Resources if request is denied.

9.4.4 In unusual circumstances, the Superintendent may grant extended personal necessity leave, not to exceed earned accumulated sick leave, beyond the seven (7) day maximum.

ARTICLE 9 LEAVES

- 9.4.5 If the unit member does not have any sick leave remaining in a given year, leave for reasons identified above and within the limitations of Article 9.5, may be taken and the deduction will be at the applicable substitute rate. If the unit member elects not to use sick leave for any of the preceding purposes, a deduction will be made from salary at the unit member's daily rate.

9.5 Pregnancy Disability Leave

Disability caused or contributed by the pregnancy, miscarriage, childbirth and recovery therefrom shall be treated as temporary disabilities and are entitled to take pregnancy disability leave of up to four (4) months, depending on your period(s) of actual disability. The employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by Section 44977 of Ed. Code (Article 9.3) for absences necessitated by disability related to pregnancy, miscarriage, childbirth and recovery. Both the date on which the disability leave commences and the length of the leave after delivery shall be determined by the employee's physician.

9.6 Parental Leave

For purposes of this section, "parental leave" means leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

In addition to all other leaves provided in this article, unit members may take up to twelve (12) weeks of parental leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). For mother's, such leave must commence as soon as the unit member is medically eligible to return to work. For non-birthing, adoptive, or foster care parents, the twelve (12) week parental leave shall commence when the adopted or foster child is physically placed in the unit member's custody. While on differential pay leave, unit members shall continue to receive district paid health and welfare benefits, as provided for elsewhere in the Agreement. Pursuant to Education Code Section 44977.5, when an employee exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week parental leave, they shall be entitled to differential pay as defined in Education Code Section 44977.5 for the balance of the 12-week period.

- 9.6.1 The twelve (12) week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant Section 12945.2 of the Govt. Code.
- 9.6.2 An employee shall not be provided more than one twelve (12) week period per maternity or paternity leave. However, if a school year terminates before the twelve (12) week period is exhausted, the employee may take the balance of the 12 week period in the subsequent school year. A bonding leave does not have to be taken in one (1) continuous period of time, subject to some limitations. Under CFRA regulations, the minimum duration of time of the leave shall be two (2) weeks, except that employers must grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions and may grant additional requests. Any leave taken must be concluded within one (1) year of the birth or placement of the child with the employee.

9.7 Family Care Leave

- 9.7.1 An eligible unit member shall be provided unpaid leave to care for a seriously ill child, parent or spouse for up to twelve (12) weeks in accordance with state and federal laws,

ARTICLE 9 LEAVES

specifically, the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). Unpaid leave for up to twenty-six (26) weeks shall be provided if leave is to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty.

9.7.2 To be eligible, employee must, as of the date leave commences:

- 1) Have worked for the District for at least twelve (12) months – which need not be consecutive and includes paid and unpaid leaves if in paid status
- 2) Have actually worked at least 1,250 hours for the District during the twelve (12) months preceding leave; and
- 3) Be employed at a worksite where 50 or more employees are employed within 75 miles of the worksite.

Full-time teachers are deemed to meet the 1,250 hours requirement unless the district can clearly establish that the employee did not work the 1,250 hours during the previous twelve (12) months.

9.7.3 Unpaid leave may be taken for the following reasons:

- 1) For the birth or placement of a child for adoption or foster care (after the conclusion of parental leave);
- 2) To provide care for the employee's own parent (including individuals who exercise parental responsibility under state law), child under 18 or a dependent adult child, or spouse with a serious health condition;
- 3) For the employee's own serious health condition, or
- 4) To allow leave because of any "qualifying exigency" arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.

9.7.4 Serious health condition includes illness, injury, impairment, or physical or mental condition involving:

- 1) Incapacity or treatment connected with inpatient hospital, hospice, or
- 2) Continuing treatment by a health care provider including:
 - a) a period of incapacity requiring absence of more than 3 consecutive calendar days from work, school, or other activities and treatment by a provider 2 or more times or at least 1 treatment resulting in a regimen of continuing treatment under medical supervision;
 - b) a period of incapacity due to a chronic or long-term condition requiring periodic treatment;
 - c) a period of incapacity which is permanent or long-term due to a condition for which treatment may be ineffective, if the patient is under medical supervision;

ARTICLE 9 LEAVES

- d) absences to receive multiple treatments (including recovery periods) for a condition that if left untreated likely would result in incapacity of more than 3 days; or
- e) a period of incapacity due to pregnancy or for prenatal care.

- 9.7.5 FMLA and CFRA leave run concurrently except where the absence is for the employee's own pregnancy or childbirth related disability. The employee can receive 12 work weeks of CFRA leave for child bonding after the pregnancy and childbirth related disability ends. Parental leave must be completed within 12 months of a child's birth or placement. FMLA leave also runs concurrently with pregnancy disability leave and with maternity leave outlined above. FMLA also runs concurrently with the use of sick leave, accrued sick leave and vacation.
- 9.7.6 During leave under FMLA, the District shall pay the premiums for the health and welfare benefits provided in Article 14 for up to 12 weeks or up to 26 weeks for leave to care for a covered service member after which the unit member may continue their own coverage.
- 9.7.7 Upon termination of such unpaid leave, the unit member shall be returned to the position held prior to the leave or to a similar position. (as defined in 9.1.6)
- 9.7.8 Requests for leave are to be made by the employee at least 30 days prior to the date the leave is to begin, where need is known in advance or, where not foreseeable, as soon as practicable.
- 9.7.9 Medical Certification may be required when request for leave is because of a serious health condition of employee, employee's parent, spouse, or child. Second or third opinions will be made available if employer disputes validity of certification. Recertification may be required periodically. Certification may be required to demonstrate employee's fitness to return to work from medical leave.
- 9.7.10 Pursuant to AB109 (Stats. 1999, Ch. 1964), credentialed employees may take up to five (5) days of sick leave during any school year to attend to the illness of a child, parent, or spouse. This available leave is in addition to any Personal Necessity Leave utilized by the certificated employee for such a purpose. This leave runs concurrently with Family Care Leave provided pursuant to above.

9.8 Industrial Accident Leave

- 9.8.1 An industrial accident or illness, as used in this paragraph, is defined as an illness or injury that qualifies under State Workers' Compensation regulations as being work connected.
- 9.8.2 Eligibility: a unit member who has sustained a job-related injury or illness will report the injury or illness on the appropriate District form within 24 hours or as soon as physically practical. Injuries shall be reported within twenty-four (24) hours to both the immediate supervisor of the employee and Company Nurse (telephone triage hotline). To be eligible for Workers' Compensation leave, a unit member claiming such leave will be examined by a health care practitioner approved by the District's workers' compensation insurance carrier, or by their personal health care practitioner previously designated on a District form. The District's determination of eligibility for workers' compensation leave will be subject to review by the Workers' Compensation Appeal Board, if challenged.

ARTICLE 9 LEAVES

- 9.8.3 The District reserves the right to have the unit member examined by their personal physician (Appendix C), at District expense, to assist in determining the length of time during which the unit member will be unable to perform regularly assigned duties and the degree to which such disability is attributable to the injury or illness involved. If the District has substantive reasons to challenge the results/recommendations of such examination, it may require that the unit member be examined by a physician paid for by the District, and selected by the unit member from a list provided by the District, to assist in making the determinations provided in this section.
- 9.8.4 Maximum allowable leave will be for sixty (60) days in any one fiscal year for the same accident/illness, during which time the unit member would have been performing assigned authorization duties for the District. Leave paid by workers' compensation will not be charged to regular sick leave.
- 9.8.5 Unused allowable leave will not be accumulated from incident to incident. The sixty (60) day leave will commence on the first day of absence.
- 9.8.6 During any paid leave of absence for industrial injury or illness, the unit member will endorse to the District the temporary disability indemnity checks received. The District will issue the unit member regular salary warrants and deduct all legal and authorized deductions.
- 9.8.7 Workers' compensation leave will be reduced by one day for each day of authorized absence regardless of any compensation award made under Workers' Compensation.
- 9.8.8 Any unit member receiving workers' compensation benefits may travel outside of the state of California for a period not to exceed thirty (30) days if approved by the Board of Education or its designee. The unit member will file their request to travel with the Superintendent stating the reasons for travel, departure date, location, mailing address and return date.

9.9 Military Leave

- 9.9.1 Pursuant to the Education Code provisions, a military leave of absence will be granted to unit members inducted into military service or serving on active service with the Reserves or National Guard. Unit members who are inducted into military service and those who have served in the Armed Forces of the United States of America will receive credit for such service if the service is or was performed after the unit member's actual, teaching experience or experience in another credential service, except that such service will not count toward the attainment of tenure. Any unit member who has been placed on the salary schedule in accordance with a previous salary schedule provision that recognized the military service, no matter when it was performed, will be advanced on the salary schedule without penalty.

9.10 Catastrophic Leave Bank

- 9.10.1 Unit members may apply for and be eligible to receive catastrophic leave, (Appendix M) pursuant to the following:
- 9.10.1.1 Definition: a catastrophic illness or injury that is expected to incapacitate the unit member, or a member of their family, for an extended period of time. It also requires that the unit member needs to take time off from work to care for themselves or the family member, and that taking time off work creates a financial hardship.

ARTICLE 9 LEAVES

9.10.1.2 MEA is responsible for administering and awarding leaves from the Catastrophic Leave Bank. The MEA committee will recommend to the MEA Executive Board, and the Executive Board will determine to approve or deny the request. The MEA secretary will notify the District in writing of any days applied against the Catastrophic Leave Bank (see Appendix M).

9.10.2 Miscellaneous

9.10.2.1 Unit members receiving workers' compensation benefits for industrial illness/injury will not be entitled to use the leave bank.

9.10.2.2 Approval or denial of leave bank requests will be final and not subject to the provisions of Article 12, Grievance Procedure.

9.10.2.3 District paid health and welfare benefits will continue while any unit member is using leave bank days.

9.11 Court Appearance Leave

9.11.1 When a unit member is subpoenaed as a witness in a case involving the school district, they will have time off for appearance in court without loss of pay. No salary deductions will be made for absences if a unit member is under a subpoena in a court case in which there is not an interested party or a voluntary witness.

9.12 Jury Duty

9.12.1 As provided by the law, a unit member is entitled to jury duty leave of absence without loss of pay for the time they are required to perform jury duty during their regularly assigned working hours. Participation in jury duty will not result in a deduction from sick leave or the attendance incentive.

9.12.2 Unit members called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court. Jurors' fees, exclusive of mileage and meal allowances, received by the unit member must be deposited to the credit of the District.

9.12.3 Unit members are required to return to work during any day on which jury duty services are not required. The District will require verification of jury duty.

9.13 General

9.13.1 An unpaid leave of absence must be requested by February 1 of the year preceding the school year in which the unit member is requesting leave. Leave cannot exceed one calendar year, may be granted to a unit member on request for educational, professional growth, or personal reasons including child rearing. In addition, a unit member already on such leave, shall notify the District by February 1st of the school year in which they are on leave as to the intent to return to employment in the District. Failure of the unit member to notify the District by February 1st, may be considered an abandonment. The following terms and conditions must be met:

ARTICLE 9 LEAVES

- 9.13.1.1 To be considered for an unpaid leave of absence, the unit member will submit a written request to the District by February 1st specifying the number of days for which the leave is requested, the inclusive dates, and the reasons for which the leave is requested. Requests under this subsection will be made by February 1st to allow a sufficient amount of time for a decision-making process and for provisions to be made to protect the interests of the students of the District.
- 9.13.1.2 The request must be approved by the Superintendent and the Board of Trustees.
- 9.13.1.3 A unit member who secures other employment under contract with a public or private educational institution during a leave granted under this Article, shall notify the District, in writing immediately. Upon receipt of such notice, the District may, in its discretion, terminate the leave immediately.
- 9.13.2 Upon request, the unit member may be granted an additional leave not to exceed one (1) year.
- 9.13.3 A unit member who has been granted a leave of absence for personal reasons must return to work no earlier than the first day following the last day of leave specified in the written request.

9.14 Conference

The Association and the District agree that attendance of unit members at conferences, workshops, observations and professional meetings directly relating to improvement of the education program is valuable in improving the competency of each individual and thereby that of the District. Prior approval from the site administrator for attendance without salary deduction is required.

ARTICLE 10 CLASS SIZE

10.1 Ratio

The pupil-teacher ratio in grades K-3 at each school site will not exceed 26 to 1. The pupil-teacher ratio in grades 4-8 on a district-wide basis will not exceed 32 to 1 and will be consistent with Education Code (EC Sections 41376 and 41378) until mutually agreed otherwise. This excludes all special unit members (i.e. Resource, Speech and Language Pathologists, Music and Physical Education teachers). Language for agreement will need to comply with State regulations consistent to continue receiving LCFF-based Class Size Reduction add-on. TK class size and adult-to-pupil ratios will be determined by Education Code 48000(g).

- 10.1.1 The base period for determination of pupil-teacher ratios for each school year will be the date marking the close of the first month attendance reports.
- 10.1.2 No individual class, except physical education, will exceed thirty-two (32) students for more than twenty (20) days. Middle School Physical education students will be equitably distributed and will not exceed thirty-five (35) students per teacher, averaged over five (5) periods. Ensemble music (i.e., band, strings, and chorus) class sizes will not exceed forty-five (45) students, and must be held in instructional spaces that are appropriate to classes that size.
- 10.1.3 Combination class sizes will conform to contractual ratio limits for regular classes. Unit members and administrators will collaborate to set all class lists with the previous grade level teachers in order to maintain balance before the start of the new school year as referenced in 10.1.4 and 10.1.5. Every effort will be made to avoid adding newly enrolled students to a combination class.
- 10.1.4 Elementary teachers shall be included in the placement of their current students for class configurations for the subsequent school year, with an emphasis on creating a balanced class of students with final approval by the site administrator. Site administrator has the authority to make changes as appropriate, adhering to the emphasis of creating a balanced class should enrollment constitute a needed change. If changes to the proposed class rosters are made, the site administration will consult with the elementary teachers related to whether or not the class remains balanced. Balanced classes mean that students are placed appropriately and in their best educational and social/emotional interests in the professional judgement of informed educators.

If a teacher at a middle school concludes a class is unbalanced, then the teacher may consult with the site administration related to whether or not the class remains balanced. Site administration has the final say in class rosters.
- 10.1.5 Teachers of inclusion students (students who receive services in SAI, Resource, Speech, et. al) will collaborate with the Case Manager and Director of Special Education to appropriately balance classrooms. The IEP team will develop solutions to problems unique to inclusion including, but not limited to, physical space and teacher concerns. Inclusion students who have been identified by the IEP team as needing push-in services without student support will be included in the student to teacher ratio.
- 10.1.6 Unit members who teach inclusion students will be offered opportunities to participate in appropriate training necessary for successful program implementation. Such training will be provided during release time or compensated pursuant to Article 14.

ARTICLE 10 CLASS SIZE

- 10.1.7 In order to maintain pupil-unit member ratios at no more than those stated above, the District will review all approved or requested intra-school or inter-district transfers by May of each school year so that overloading as a result of inter-district/intra-school transfers may be avoided.

10.2 Legislative Changes

If there is any constitutional initiative or change in school funding, the District and the Association agree to reopen this article for negotiations within thirty (30) days after the parties have received information on the fiscal impact to the District from the San Mateo County Office of Education.

10.3 Combination Class

- 10.3.1 Combination grade level classes shall be kept to a minimum. Teachers of combination grade level classes shall be selected on a voluntary basis. If there are no volunteers, a unit member, excluding preliminary credentialed teachers, may be involuntarily reassigned to teach the combination grade level class. Reassignments to combination classes shall be rotated on an equitable basis, consistent with the best needs of students, and with the goal of not assigning a unit member to a combination class a second time before all unit members at the two grade levels involved in the combination have been assigned a combination class. After completing a combination class assignment, upon request, a member will return to the grade level taught immediately prior to the combination class assignment, if such a position is available.
- 10.3.2 Elementary teachers shall be included in the placement of their current students for class configurations for the subsequent school year, with an emphasis on creating a balanced (50/50) class from each grade level.

10.4 Specialized Academic Instruction (SAI), Mainstreaming

Mainstreamed education students are those with special needs requiring additional support, as identified by the IEP team. The SAI classroom teacher is the teacher of record.

- 10.4.1 Mild/Moderate SAI classrooms at the elementary level will have no more than twelve (12) pupils. Mild/Moderate SAI classrooms at the middle school level will have no more than fifteen (15) pupils.
- 10.4.1.1 The adult to pupil ratio will be in compliance with the student's IEP.
- 10.4.2 Moderate/Severe SAI classrooms at the elementary level will have no more than ten (10) pupils. Moderate/Severe SAI classrooms at the middle school will have no more than twelve (12) pupils.
- 10.4.2.1 The adult to pupil ratio will be in compliance with the student's IEP.
- 10.4.3 Pursuant to the Individuals with Disabilities Education Act (34 CFR 300.321 (a)(2) through (a)(5), the IEP Team will include not less than one general education teacher to whom the student is assigned. At the middle school level, if the assigned unit member is unable to attend the meeting, an alternate teacher of record shall be coordinated in collaboration with the assigned unit member and administration.

**ARTICLE 10
CLASS SIZE**

10.5 Program Teacher Release Time

- 10.5.1 Elementary site Resource Teacher (RSP) and Speech and Language Teacher (SLP) assigned to multiple sites shall receive one (1) release day per trimester for preparation and planning.
- 10.5.2 Elementary site Specialized Academic Instruction (SAI) member shall receive one (1) release day per trimester for preparation and planning.
- 10.5.3 Combination Class: Unit member teaching a combination class at the elementary level shall receive one (1) release day per trimester for preparation and planning.
- 10.5.4 Scheduling of Release Day: The scheduling of the release day shall be determined by the unit member and site administrator. If there is no suitable location on site for the work to take place, the unit member may get prior authorization from the site Principal/supervisor to work at an alternate location (ex. the district office). If a substitute is unavailable, the unit member will return to the classroom. The release day will be re-scheduled.

ARTICLE 11
SAFETY CONDITIONS OF EMPLOYMENT

11.1 Personal Safety

Unit members will not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being. Upon notification, the District will make reasonable efforts to accommodate the unit member or eliminate or remedy any unsafe condition.

11.2 First Aid Requirements

The District will provide backpacks with first-aid kits, rubber gloves, Mylar blankets, and emergency information cards for each classroom. First aid supplies will be available in several locations at the middle school. Each site will have a first aid team trained in CPR and first aid. Each site will have a supply of portable water.

11.3 Emergency Plans

Sites are expected to maintain emergency plans and contingency plans with staff input for all foreseeable emergencies. The site administrator is to update and review emergency plans with the staff at the beginning of each year. All staff hired subsequent to the review will be briefed on the emergency plan by the site administrator. Emergency drills will be held periodically throughout the school year.

11.4 Insecticides or Poisons

If insecticides or poisons are used, the District will notify unit members of the names of the chemicals in advance of their use. The District will apply them only at times when unit members and pupils are not present.

11.5 Student Conduct

The District and the Association agree that students must be held accountable for their conduct at school.

After reviewing the cumulative folder of newly enrolled students, the site administrator will advise unit members at the site of documented incidents that, if repeated, could pose a threat to unit members, other students or employees.

11.5.1 A teacher may suspend any pupil in their class for any of the acts enumerated in Education Code Section 48900 [Appendix D], for the remainder of the day on which the incident occurred, and for the day following. The teacher will immediately report the suspension to the site administrator for appropriate action. As soon as possible, the teacher will ask the parent/guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or school psychologist will attend the conference. A school administrator will attend the conference if the teacher or the parent/guardian so requests.

11.5.2 The pupil will not be returned to the class from which they were suspended, during the period of suspension, without the concurrence of the teacher of the class and the site administrator.

11.5.3 A pupil suspended from a class will not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this section will apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

ARTICLE 11
SAFETY CONDITIONS OF EMPLOYMENT

- 11.5.4 The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests during the suspension.
- 11.5.5 At the beginning of each school year, the District will provide each unit member a written description of the rights and duties of unit members with respect to student discipline.

11.6 Self and Student Protection

Unit members acting within the scope of their duties and responsibilities may exercise the amount of physical control reasonably necessary to protect themselves or protect the health and safety of pupils.

- 11.6.1 Unit members will report any physical or verbal assault against the unit member made as a consequence of the unit member's performance of their assigned duties. District administration will not directly, or indirectly, attempt to inhibit or impede a unit member from filing a further report with the appropriate law enforcement authorities.
 - 11.6.1.1 The unit member will attempt to report the incident to the site administrator before contacting an outside agency. The site administrator will promptly report the incident to the appropriate law enforcement authorities and the Superintendent.
 - 11.6.1.2 Within twenty-four (24) hours, the unit member will submit a written report of the incident, with copies sent to the site administrator and the Superintendent.
- 11.6.2 The District will provide in-service training, at the request of the unit member, on how to subdue pupils who may assault others, break up pupil fights, and/or use conflict intervention skills.
- 11.6.3 The District will provide legal and other appropriate assistance to unit members who may be assaulted while in performance to the extent of the District's liability insurance.
- 11.6.4 A unit member injured as a result of an assault while acting in an official capacity will be eligible to apply for industrial accident benefits.

11.7 Compliance with Sexual Harassment Policies

Unit members will comply with all provisions of the District's Sexual Harassment Policy [Appendix E] with regard to both adults and students, including but not limited to obligations to report incidents and appropriate supervision of students.

11.8 Suspected Child Abuse

It is the individual responsibility of each unit member to report every incident of suspected child abuse. No supervisor or administrator may impede or inhibit such reporting duties [Appendix F]. The responsibilities and procedures concerning child abuse are included in Penal Code Section 11166.5 and Board of Education Policy [Appendix F].

ARTICLE 12

TRANSFERS AND REASSIGNMENTS

12.1 Definitions

- 12.1.1 Assignment: The grade level or levels and subjects or services performed by a unit member at the particular site.
- 12.1.2 Reassignment: A change in assignment at the particular site.
- 12.1.3 Transfer: A change that results in the movement of a unit member from the assignments held at a particular site to another site.
- 12.1.4 Voluntary Transfer: A transfer initiated by a unit member from the assignment held at a particular site to another site.
- 12.1.5 Involuntary Transfer: A transfer initiated by the District from the assignments held at a particular site to another site.
- 12.1.6 Vacancy: Any open position available after completion of reassignments which will require service for seventy-five percent (75%) or more of the school year, and will be filled by initial assignment or transfer.
- 12.1.7 Seniority: The length of service in the District as determined by original date of hire.

12.2 Posting of Vacancies

- 12.2.1 As vacancies in the District occur, they shall be posted on the District website and forwarded electronically to district emails, including those who are on leave, with the final filing date indicated. The final filing date cannot be fewer than five (5) days following the date the vacancy notice was distributed to all unit members. (Ed. Code 35036)
- 12.2.2 Any unit member wishing to be notified of any vacancies after the close of school will specify the type of vacancy and provide appropriate notification information to the Superintendent or designee before the close of school.
- 12.2.3 After the close of school, vacancies will be posted in the District Office until September 1. Vacancies occurring after August 15 will be open only until filled, except that the District will make every effort to contact those unit members who have requested notification of such vacancies and provide those unit members opportunities to apply.
- 12.2.4 All qualifications for a vacant position will be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case by case basis. Such notice will specify the final date for unit applications and the initial date of posting.
- 12.2.5 Selecting unit members for vacant positions will be based on the following criteria: certification of unit member; special requirements for a vacancy as shown on the job announcement; unit member's teaching experience in a subject matter; grade level; major/minor field of study; documented strengths or weaknesses; and seniority.

12.3 Voluntary Transfer

- 12.3.1 A unit member will initiate a voluntary transfer [Appendix G] for the subsequent school year by written notification to the Superintendent within the time limits required on the posting of

ARTICLE 12

TRANSFERS AND REASSIGNMENTS

vacancy (Section 12.2).

- 12.3.2 Unit members who have applied for vacancies will be interviewed; provided they meet the qualifications specified on the notice of vacancy and have submitted their applications prior to the deadline specified on the notice.
- 12.3.3 In the event candidates for a position are substantially equal based on the criteria specified in Section 12.2.5 above, the candidate with the greater seniority will be selected.
- 12.3.4 When application is made for a voluntary transfer to take effect at the beginning of the next school year, the unit member will be notified no later than the last day of the school year, or as soon thereafter as possible, whether or not his/her application for voluntary transfer was accepted.
- 12.3.5 If a voluntary transfer request is denied and the unit member requests reasons for the denial, the appropriate site administrator will meet with the unit member to discuss the specific reasons. Upon the unit member's request, an Association representative shall attend this meeting.
- 12.3.6 Unit members who qualify under the criteria set forth in Section 12.2.5 above will be interviewed and considered for a posted position prior to the interview and consideration of qualified non-unit applicants.

12.4 Involuntary Transfer

- 12.4.1 An involuntary transfer may be initiated by the District due to changes in enrollment, school closure and openings, staffing shortages or surpluses within a school and/or department or specified instructional needs.
- 12.4.2 The District will seek volunteers before involuntarily transferring a unit member to fill a vacancy. Unit members to be involuntarily transferred will have the right to indicate preferences in writing from a list of known vacancies. The Superintendent or designee will honor such preferences, unless extenuating circumstances exist, in accordance with Section 12.2.5 that specifies the criteria for selecting unit members for vacant positions.
- 12.4.3 If an involuntary transfer preference request is denied and the unit member requests reasons for the denial, the appropriate site administrator will meet with the unit member to discuss the specific reasons.
- 12.4.4 Unit member(s) involuntarily transferred will be placed in open positions as comparable as possible to the previously held position as long as it does not unduly disrupt the master schedule.
- 12.4.5 No unit member will be involuntarily transferred more than once in three (3) years unless a school is closed due to declining enrollment, or enrollment patterns or attendance boundaries change. If a unit member is involuntarily transferred more than once in three (3) years, upon request, they will receive priority in returning to the most recent previous grade level as vacancies occur.
- 12.4.6 Unit members involuntarily transferred due to school closure, changes in enrollment, declining enrollment or changes in attendance boundaries may request a voluntary transfer to another

ARTICLE 12

TRANSFERS AND REASSIGNMENTS

site in accordance with their agreement. The terms and acceptance will be in accordance with Section 12.3, Voluntary Transfers.

Collaboration and conversation with all site unit members and site administration in the affected grade will occur prior to involuntary transfer. Discussion will be based on the following criteria as well as the number of times a unit member has moved: certification of unit member; special requirements for a vacancy as shown on the job announcement; unit member's teaching experience in a subject matter; grade level; major/minor field of study; and documented strengths or weaknesses.

12.5 Assignment Procedures

- 12.5.1 By February 15 of each school year, principals will distribute a Site Request for Assignment Form (Appendix N) to unit members to request the next year's assignment. Unit members must return the form to the site principal within five (5) working days. The District will distribute tentative assignments.
- 12.5.2 Tentative assignments may change as they are based on current enrollment and knowledge of staffing. If tentative assignments are changed, the site administrator will communicate the changes with affected staff members in a timely manner. A change of tentative assignment will not be considered a reassignment for the purpose of this contract and Section 12.6 shall not apply.

12.6 Reassignment Procedure

- 12.6.1 A reassignment may be initiated by the District due to changes in enrollment; staffing shortages or surpluses within a school and/or department; or specified instructional needs. The District will seek staff input prior to the reassignment process.
- 12.6.2 Unit members to be reassigned will have the right to indicate preferences in writing from a list of known vacancies. Unit members who are involuntarily reassigned more than once in three (3) years due to school closure, or declining enrollment or changes in attendance boundaries will, upon request, receive priority in returning to the most recent previous grade level as vacancies occur.
- 12.6.3 If a reassignment request is denied and the unit member requests reasons for the denial, the appropriate site administrator will meet with the unit member to discuss the specific reasons.
- 12.6.4 Collaboration and conversation with all site unit members and site administration in the affected grade will occur prior to involuntary reassignment. Discussion will be based on the following criteria as well as the number of times a unit member has moved: certification of unit member; special requirements for a vacancy as shown on the job announcement; unit member's teaching experience in a subject matter; grade level; major/minor field of study; and documented strengths or weaknesses.
- 12.6.5 Reassignments may be necessary at a site and will be determined by the site administrator with input from unit members as a result of change in enrollment, staffing shortages or surpluses within a school or department or substantive curricular needs.

ARTICLE 12
TRANSFERS AND REASSIGNMENTS

12.7 Relocation Assistance

- 12.7.1 Moving Assistance-Upon Request: the unit member will receive moving assistance.
- 12.7.2 Preparation Time for Move-Upon Request: the unit member will receive reasonable preparation time of up to two (2) days for transfer reassignment, or unseen circumstances during the work year, per occurrence during the work year. Teachers will receive substitute release time or extra duty compensation (in accordance with Appendix I) for preparation move-in time as agreed upon with site administrator.
- 12.7.3 If unit members are required to pack or unpack due to remodel or new construction, the parties will negotiate reasonable compensation to address the situation.

12.8 Long –Term Vacancies

If an unexpected, long-term vacancy occurs during the school year, the District will make every effort to fill such vacancy in a manner that is least disruptive to affected school sites. The District will meet and consult with affected staff and the Association prior to filling the vacancy to receive input and suggested alternatives and solutions that best meet the needs of students.

12.9 Timeline based on Intent to Return and Request for Assignment:

- Unit members will receive District Intent to Return Form (Appendix P) no later than February 1st of each year.
- On or before February 15th of each year, principals will distribute Site Request for Assignment Form (Appendix N) to unit members to request assignment for next year.
- By March 20th of each year, site administration distributes tentative assignments at site.
- No later than March 31st of each year, the District-wide vacancy list will be posted in accordance with Section 12.2.
- Vacancies resulting from resignation or retirement will be posted as they occur in accordance with Section 12.2 and may not wait until tentative assignments are provided.

ARTICLE 13 EVALUATIONS

13.1 Evaluation Procedure

On or before October 30th of each year, the evaluator and the unit member will meet and determine the elements to be included in the mutually agreed upon goals:

- 13.1.1 The professional goals may be modified by mutual agreement between the evaluator and the unit member.
- 13.1.2 Every probationary unit member will be evaluated, in writing, by the designated administrator at least once each school year, no later than March 15th. Probationary special education unit members will be evaluated jointly by the designated site administrator and the Director of Student Services/Special Education.
- 13.1.3 Every permanent unit member with ten (10) or fewer years in the Millbrae School District will be evaluated, using the appropriate form (Appendix Q) at least once every two (2) years, no later than thirty (30) days prior to the end of the school year.

Unit members with more than ten (10) years in the Millbrae School District, who maintain satisfactory performance, will be evaluated using the appropriate form (Appendix Q) at least once every five (5) years, no later than thirty (30) days prior to the end of the school year.

The designated site administrator will evaluate permanent special education teachers. The Superintendent or designee may request the Director of Student Services/Special Education to jointly evaluate the permanent special education unit member along with the designated site administrator.

Itinerant teachers shall be assigned a home site for evaluation purposes and be evaluated by the site administrator.

- 13.1.4 The evaluation of each unit member will be based, in part, upon classroom observation(s). The type of activity or instruction being observed will govern the length of the observation(s). The classroom observation form [Appendix H] will be discussed with each unit member following an observation. More than one observation is necessary if unsatisfactory ratings are to be recorded in the completed evaluation form that becomes a part of the unit member's permanent personnel record. Subsequent evaluations will reflect any progress made by the unit member and the evaluator in working on indicated areas needing improvement.
- 13.1.5 The evaluator will base his/her evaluation of a unit member on information resulting from direct observation. The evaluator will evaluate and assess unit member competency as it reasonably relates to:
 - 13.1.5.1 The progress of pupils toward the standards of expected student achievement at each grade level in each area of study;
 - 13.1.5.2 The instructional techniques and strategies used by the unit member;
 - 13.1.5.3 The unit member's adherence to curricular objectives;
 - 13.1.5.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities;

ARTICLE 13 EVALUATIONS

- 13.1.5.5 Assessment of other duties normally required to be performed by the unit member as an adjunct to regular assignments.
- 13.1.5.6 The evaluation and assessment of unit member competence pursuant to the Stull Act Evaluation Procedure will not include the use of publishers' norms established by standardized tests.

13.2 Environment

In evaluating, the evaluator will take into account those aspects of the physical environment or other work conditions over which the unit member has no control but which can reasonably be expected to have a significant effect on his/her job performance.

13.3 Assistance

In the case of negative evaluation(s), or if any problems are noted as per Section 13.1, the evaluator will take positive action to assist the unit member in correcting any cited deficiencies.

- 13.3.1 The evaluator's role to assist the unit member will include but will not be limited to the following:
 - 13.3.1.1 Specific recommendations for improvement which clearly identify the evaluator's expectations and when they will be accomplished.
 - 13.3.1.2 Direct assistance to implement such recommendations.
 - 13.3.1.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements if necessary. These resources may include but are not limited to: peer assistance, written materials, webinars, workshops, or other resources as appropriate.
 - 13.3.1.4 Techniques to measure improvement.
 - 13.3.1.5 Time schedule to monitor progress.

13.4 Unit Member Files

- 13.4.1 Materials in the personnel file of a unit member, except as noted below, will be made available for inspection by the unit member involved. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection will be limited to ratings, reports, or records which were obtained prior to the employment of the unit member involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotion examination.
- 13.4.2 Unit members will have the right to inspect and obtain a copy of personnel file materials upon request.
- 13.4.3 There will be a single personnel file for each unit member. Personnel files will be kept in the central administrative office of the District.

ARTICLE 13 EVALUATIONS

- 13.4.4 Information of a derogatory nature will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member will have the right, within sixteen (16) workdays, to enter and have attached to any such derogatory statement his/her own comments thereon. Such review will take place during normal business hours and if necessary the unit member will be released from duty preceding or following the instructional day for this purpose without salary deduction.
- 13.4.5 All material placed in a unit member's personnel file will be dated and signed by the person who caused the material to be prepared.
- 13.4.6 Access to a unit member's personnel file will be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or personnel officer. The contents of all personnel files will be kept in strictest confidence. The District will keep a log indicating the persons who have made a request to examine a personnel file, as well as the dates such request were made. Such a log will be available for examination by the unit member or his/her authorized Association representative.

13.5 Pilot/Subcommittee

The parties will create a pilot/subcommittee to explore modifications to the evaluation process to include the California Standards for the Teaching Profession and the use of alternative evaluation procedures including self-examination to promote greater self-awareness, feedback, and improvement. The committee shall be appointed by MEA and the District and the committee shall report its recommendations to the parties for their consideration through the collective bargaining process. Any work by this committee that takes place outside the normal teacher work day shall be compensated at the contractual hourly rate.

ARTICLE 14 WAGES AND BENEFITS

Current wage and benefit schedules are attached as Appendix J

14.1 Fringe Benefits

- 14.1.1 Unit members on unpaid leave or disability retirement may pay for their benefits (through the District) subject to the approval of the insurance carrier.
- 14.1.2 The District's payment to CalPERS for each unit member will be the cost of the current administrative fee per month or the current administrative cost. In addition, the District will make payments to insurance companies for the amount each unit member is entitled to from the negotiated health & welfare benefits on behalf of unit members in an amount which, when added to the administrative cost per month, will provide the following total monthly contribution:
- | | | | |
|----------|----------------------|--------|--------------------|
| 14.1.2.1 | Unit member | \$1076 | Effective 1.1.2025 |
| 14.1.2.2 | Unit Member Plus One | \$1076 | Effective 1.1.2025 |
| 14.1.2.3 | Family | \$1076 | Effective 1.1.2025 |
- 14.1.3 The District contribution for unit members employed less than full-time will be prorated according to FTE.
- 14.1.4 Unit members may choose to have payroll deductions made for the following health and welfare plans [Appendix B]: CalPERS Medical Plan, Delta Dental Service, VSP Vision Plan, Provident Group Life, Provident Income Protection, Mutual of Omaha Income Protection (only for pre-existing plans), American Fidelity Life Insurance, American Fidelity Disability, American Fidelity 125 Plan, the Standard, and other plans negotiated by the District and the Association.

14.2 Stipends for Advanced Degrees

- 14.2.1 Holders of a Master's Degree will receive \$1,250.00 in addition to the salary schedule for their group and class.
- 14.2.2 Holders of a Doctorate Degree will receive \$1,400.00 in addition to the salary schedule for their group and class.
- 14.2.3 Holders of Mild/Moderate or Moderate/Severe Credential, who are assigned to a Resource or SAI classroom at a middle school site will receive one resource period making them a 4/5 teacher.
- 14.2.4 Holders of a Mild/Moderate or Moderate/Severe Credential assigned to a Resource or SAI classroom at an elementary site will receive a \$2,000.00 annual stipend, prorated to their FTE in addition to the salary schedule for their group and class.
- 14.2.5 Holders of National Board Certification will receive \$1,400.00 in addition to the salary schedule for their group or class.

ARTICLE 14 WAGES AND BENEFITS

14.3 Accident and Illness Credit

No unit member will be denied progress on a regular salary schedule because of loss of working time up to one (1) year from date of accident or illness which has been certified by the unit member's health care provider.

14.4 Prior Experience

Credit will be allowed on a year for year basis up to a maximum of ten (10) years of service credit for new hires. Any time served with the District as a temporary, probationary or permanent unit member will count toward salary placement if the number of days served within a particular year equals at least seventy-five percent (75%) of the teaching days.

14.4.1 Public and private school experience for placement on the salary schedule shall be accepted providing that the private school was accredited and the unit member held a valid credential at the time of the teaching experience and that the assignment, duties, school day and school year of the private school experience are comparable to a public school experience.

14.5 Longevity Bonuses – After Step 12 with 75 Units

14.5.1	1 st Longevity	Year 15
	2 nd Longevity	Year 18
	3 rd Longevity	Year 21
	4 th Longevity	Year 24
	5 th Longevity	Year 27

14.6 Extra Duty Pay

14.6.1 Participation in instructional or hourly co-curricular programs beyond the regular workday will be voluntary. Some examples of instructional or hourly co-curricular positions include: home teaching, substitution, supervision of after school events, and summer school.

14.6.2 Unit members performing instructional or co-curricular work beyond the regular workday or work year will be compensated in accordance with Appendix I, for any District-sponsored curriculum development work and staff development training that is scheduled outside the regular school day or work year. District-sponsored" means curriculum development work and staff development training offered and approved by the District that is: (1) directly related to the District's annual goals for professional growth; (2) presented by presenters who are District personal or District contractors; and (3) held at a District site.

14.6.3 Unit member(s) designated as Teacher in Charge will receive \$750.00 annually for serving no more than 15 days per year. Payment will be made in two equal installments.

14.7 BCC/BCLAD Stipends

Unit members who have the bilingual certificate of competency (BCC) or bilingual cross-cultural language and academic development (BCLAD) certificate will receive an annual stipend of \$500.

ARTICLE 14 WAGES AND BENEFITS

14.8 Staff Development Stipend

Unit members who are selected as presenters for District-sponsored staff development will be compensated in accordance with [Appendix I] for their preparation time at the rate in Appendix I in the proportion of two hours of preparation for each hour of presentation effective January 1, 2003.

14.8.1 During School Hours:

For a one hour (1) presentation, two (2) hours of preparation time is credited; two (2) hours of extra duty pay (for prep time).

For a two (2) hour presentation, four (4) hours of preparation time is credited; four (4) hours of extra duty pay (for prep time).

14.8.2 After School Hours:

For a one (1) hour presentation, two (2) hours of preparation time is credited; result is three (3) hours extra duty pay (one (1) hour presentation + two (2) hours of prep time).

For a two (2) hour presentation, four (4) hours of preparation time is credited; result is six (6) hours of extra duty pay (two (2) hour presentation + four (4) hours of prep time).

14.8.3 Professional Learning

14.8.3.1 The CAC and the Administration Cabinet will determine District professional learning related to curriculum and assessment for the year.

14.8.3.2 Two (2) staff development days will be scheduled within the school year.

14.9 Salary

For 2024-2025, the parties agree to increase the 2023-2024 salary schedule by 2% ongoing beginning July 1, 2024.

14.10 Professional Growth Salary Credit

The maximum number of annual college or university units for which salary credit will be granted is 9 semester units during the period September 1 – June 30, 9 semester units during the period July 1 - August 31, or 18 semester units during the period September 1 – August 31, except with prior approval of Human Resources [Appendix K].

Period	Max Units
September – June	9
July-August	9
Total Units Allowed	18

14.11 Zero Period Compensation

Any full-time permanent unit member employed at the middle school who volunteers to teach during zero period in addition to the 1.0 FTE work day as referenced in 5.1.3, shall receive compensation for the increase in work hours in the amount equivalent to 20% of such member's current salary (including stipends). No unit member may be involuntarily assigned to teach during zero period, nor may any non-

ARTICLE 14
WAGES AND BENEFITS

permanent unit member be assigned to teach during zero period without the express written agreement of the Association.

ARTICLE 15

GRIEVANCE PROCEDURE

As problems arise, a good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which from time to time, arise. The proceedings used to affect a solution will be kept as informal and confidential as may be appropriate, at any level of the procedures.

15.1 Definitions

- 15.1.1 "Grievance" is a claim by one or more unit members of an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement that directly affects the grieving unit member(s). The right of the Association to be a grievant is limited to those circumstances in which the Association files on behalf of unit member(s) asserting a grievance or regarding provisions of this Agreement delineating rights reserved exclusively to the Association.
 - 15.1.1.1 A "group grievance" may be filed on behalf of more than one specifically named unit member.
 - 15.1.1.2 The grievance procedure does not apply to and a grievance cannot be filed over:
 - 15.1.1.2.1 Any proceedings for the dismissal of permanent teachers or the release/non-election of probationary or temporary teachers;
 - 15.1.1.2.2 Any proceedings for the layoff of teachers;
 - 15.1.1.2.3 The content of an evaluation (as opposed to alleged violation, misinterpretation, or misapplication of procedural matters).
- 15.1.2 "Party in Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 15.1.3 "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to administer grievances.
- 15.1.4 "Day" is a day the District Office is open for business excluding winter and spring breaks.
- 15.1.5 "Filed" as used in this article or any other term used to denote a deadline for utilizing this grievance procedure, means the date of mailing if sent by registered or certified mail or the date marked "received" by the addressee if sent by first-class mail or personally delivered.

15.2 Informal Level

Before filing a formal grievance, the grievant(s) will attempt to resolve it by an informal conference with their supervisor.

15.3 Level I – Immediate Supervisor

- 15.3.1 Within ten (10) days after the recognition of an act or omission giving rise to the grievance, the grievant(s) must present his/her/their grievance, in writing, on the appropriate form to their immediate supervisor. This account will be a clear, concise statement of the grievance, the section of the contract claimed to have been violated, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought [Appendix L1

ARTICLE 15 GRIEVANCE PROCEDURE

and L3].

- 15.3.2 Within ten (10) days after receiving the grievance, the administrator will communicate their intended decision and reasons in writing to the unit member(s) with a copy for the Association, unless confidentiality has been specifically requested by the grievant.
- 15.3.3 Within the above time limits, either party may request a personal conference. If the administrator does not respond within the time limit, the grievant(s) may appeal to the next level.

15.4 Level II – Superintendent/Designee

- 15.4.1 If the grievant(s) is/are not satisfied with the written decision at Level I, they may file the grievance, in writing, with the Superintendent/designee within ten (10) days after the written response from the immediate supervisor was due. This statement, written on the appropriate form, will include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal at Level II [Appendices L2 and L3].
- 15.4.2 Within (10) days of receiving the grievance, the Superintendent/designee will meet with the grievant in an effort to resolve the grievance. A written decision and its rationale regarding the grievance will be delivered to the grievant and the Association no later than ten (10) days after this meeting.

15.5 Level III – Board of Education

- 15.5.1 If the grievant(s) is/are not satisfied with the decision at Level II, he/she/they may, within ten (10) working days, submit a request in writing to the Superintendent for submission to the Board of Education. The statement will include copy of the original grievance, all decisions rendered, and a clear, concise statement of the reasons for the appeal. The grievance will be heard by the Board of Education at its next regular meeting in closed session after receipt of the grievance material [Appendix L1, L2, and L3].
- 15.5.2 The Board of Education will render its decision within ten (10) working days after its meeting to hear the appeal. Specific written reasons will be given for the denial of the appeal [Appendix L3].
- 15.5.3 In the event the Association is not satisfied with the decision at Level III, the Association may, within (10) days, submit a written notice [Appendix L4] to the Superintendent of its intent to arbitrate the dispute.

15.6 Level IV – Arbitration

- 15.6.1 Upon timely notice [Appendix L5] by the Association that the grievance will be submitted to arbitration, the parties may agree on an arbitrator or request a list of arbitrators from the California State Conciliation Service in accordance with the State Conciliation Service procedures. By allowing each party in turn to strike out the one (1) name until only one (1) name remains, the parties will choose the arbitrator. The determination of the party to strike first will be by lot.
- 15.6.2 The fees and expense of the arbitrator and the hearing will be borne equally by the District and by the grievant. All other expenses will be borne by the party incurring them.

ARTICLE 15

GRIEVANCE PROCEDURE

- 15.6.3 The arbitrator will, as soon as possible, hear evidence on the issue(s) submitted to them. If the parties cannot agree upon a submission agreement, the arbitrator will determine the issues by referring to the written grievance and the answers thereto at each step.
- 15.6.4 Within thirty (30) days after conclusion of the hearing, the arbitrator will render an award in writing to the parties in interest. Such award will be binding on all parties in interest.
- 15.6.5 Limitations of the Arbitrator:
 - 15.6.5.1 The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.
 - 15.6.5.2 Arbitrators may not award remedies that require a direct money payment (payout) to the District of more than \$5,000 to the grievant or other unit members similarly situated even if they were not grievant. In cases where the potential aggregate award exceeds \$5,000, the grievant or Association may seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization of the grievance procedures in such cases.
 - 15.6.5.3 The grievance procedure may not be utilized to challenge or change the policies of the District as set forth in the Board of Education policies, administrative regulations, and procedures. Challenges to such matters must be undertaken under separate legal processes.
 - 15.6.5.4 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

15.7 General Provisions

- 15.7.1 The grievant may be represented by the Association at each step of the grievance procedure. Representatives must be designated in writing and such designations will be entered on the grievance form at the Level at which representation is provided.
- 15.7.2 Time limits may be reduced or extended by written, mutual agreement. Time limits for appeal provided in each level will begin the day following the receipt of the written decision by the grievant.
- 15.7.3 Any grievance not appealed to the next step of the procedure within the prescribed time limits will be considered settled on the basis of the answer given in the preceding step.
- 15.7.4 If it appears that an alleged violation of the contract affects a group of unit members, the Superintendent and the unit members may agree to process the grievance beginning at Levels II or III.
- 15.7.5 The District will not take disciplinary action or reprisal of any kind against unit members involved in grievance processing. No records dealing with the processing of a grievance will be kept in the personnel files of any member of the unit.
- 15.7.6 Efforts will be made to resolve a grievance(s) before the closing of the current school year.

ARTICLE 15

GRIEVANCE PROCEDURE

This provision is limited to those factors over which the grievant(s) and the District have direct and substantial control.

- 15.7.7 A grievance involving an action by an administrator above the level of site administrator or manager may be filed at Level II.
- 15.7.8 If the Association and the Superintendent/designee agree in writing, the grievance may be brought directly to arbitration.
- 15.7.9 A grievance may be withdrawn at any level without establishing a precedent.
- 15.7.10 Grievance forms will be developed jointly by the Association and the District. The official form must be used to file the Level I formal written grievance. For appeals and/or responses to subsequent levels, no form need be used; however, the letter or memorandum of appeal will include the following information: level of the procedure, date of appeal, and a brief statement explaining why the District's most recent response is unsatisfactory.
- 15.7.11 No party may be permitted to assert any grounds (or evidence) before the arbitrator that was not previously disclosed to the other party. The arbitrator will consider only those issues raised by the parties in interest.
- 15.7.12 The District will provide release time for an Association representative, witnesses, and up to two (2) grievant.
- 15.7.13 The parties in interest agree to make available to each other all pertinent information not privileged under law or Board of Education policies in their possession or control and which is relevant to the issues raised by the grievance.
- 15.7.14 A disclosure meeting between the parties must take place prior to the arbitration for the purpose of presenting any other grounds or evidence not previously disclosed. Failure to hold such a meeting (due to the perceived lack of additional grounds/evidence) or to present additional grounds/evidence at such a meeting will not preclude the assertion of further grounds/evidence at the arbitration so long as the parties comply with sections 15.7.12 and 15.7.14 above.
- 15.7.15 Any unit member may at any time present a grievance to the District and have such grievance adjusted without the intervention of the Association. The Association must be notified of all grievances filed upon receipt by the District. Any resolution must be reached prior to arbitration and will not be inconsistent with the terms of the Agreement. The District will not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 15.7.16 The Association has the exclusive right to determine whether or not a grievance may be submitted to arbitration.

ARTICLE 16

COMPLAINT PROCEDURE

16.1 Written Complaints

- 16.1.1 Any written complaint or any complaint considered of a sufficiently serious nature to warrant an investigation must be reported to the unit member within five (5) days of receipt. The affected unit member or the District may initiate an investigation.

16.2 Investigation

- 16.2.1 The investigation will include collection of information from the unit member and the complainant and a reasonable effort to collect any related documentation and interview appropriate witnesses.
- 16.2.2 The unit member may request that their immediate supervisor attempt to schedule a meeting between the unit member, the complainant, and the immediate supervisor. At the request of the unit member, an Association representative may be present. The immediate supervisor may also request a meeting. If the complainant refuses to attend the meeting, the fact shall be noted and the disposition of the complaint will comply with Section 16.3.
- 16.2.3 If the matter is resolved at the meeting to the satisfaction of the unit member and the complainant and there has been an investigative determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no record of the complaint will be maintained.
- 16.2.4 If, as a result of an investigation and meeting, the immediate supervisor determines that the complaint has been substantiated, he/she will counsel with the unit member and attempt resolution with the complainant while concurrently supporting the unit member to the greatest degree possible.

16.3 Disposition

- 16.3.1 Complaints that are false or not substantiated will neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.
- 16.3.2 Any complaint that is fully investigated and substantiated as serious and/or a recurring violation of rules, regulations or policies, may be placed in the unit member's personnel file pursuant to Article 20.
- 16.3.3 All information or proceedings regarding any complaint are confidential and may be shared only on a need-to-know basis.

ARTICLE 17

PEER ASSISTANCE AND PEER REVIEW

The Association and the District are continuously striving to provide the highest possible quality of education in order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implantation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. Beginning and new teachers will be provided support and in-service training during their first two years of service in the District. Any teacher or a group of teachers having a particular need can get assistance through the program.

17.1 Definitions

- 17.1.1 Joint Panel serves as the governing body of the PAR program.
- 17.1.2 Consulting Teacher (CT) is a teacher who provides assistance to a Referred Participating Teacher and/or Beginning/New Teacher to the PAR program.
- 17.1.3 Referred Participating Teacher is a teacher with permanent status who receives assistance to improve their instructional skills, classroom management, knowledge of subject, and/or related aspects of their teaching performance as a result of an unsatisfactory final evaluation in either of the following areas:
 - 17.1.3.1 Curriculum-Knowledge of Subject Matter
 - 17.1.3.2 Instructional Techniques & Strategies-Methods and Techniques
- 17.1.4 Support Provider (SP) is a teacher who provides assistance to beginning/new teachers.
- 17.1.5 Beginning/New Teacher to the District is a unit member who is required to participate in the New Teacher Induction program as a first or second year teacher.
- 17.1.6 Professional Development Teacher is a teacher who provides in-service training or assistance to an individual teacher or to a group of teachers in a specific curriculum area as needed. The Induction Coordinator in consultation with the site administrator(s) will make recommendations to the Joint Panel as to the selection of the Professional Development Teacher.

17.2 Joint Panel

- 17.2.1 A Joint Panel shall be established and will be comprised of three (3) classroom teachers, two (2) administrators, and the Induction Coordinator. The Induction coordinator will serve in an advisory capacity and will not be a voting member of the Joint Panel.
 - 17.2.1.1 The Executive Board of the Association is responsible for appointing classroom teachers to serve as Joint Panel members.
 - 17.2.1.2 The administrator panel members shall be appointed by the Superintendent.
 - 17.2.1.3 Panel members shall be chosen no later than May 1. Initially, two (2) classroom teacher panel members shall serve for three (3) years and one shall serve for two (2) years. All subsequent terms shall be for three (3) years.
 - 17.2.1.4 The Induction Coordinator will also be a Support Provider for beginning/new

ARTICLE 17
PEER ASSISTANCE AND PEER REVIEW

teachers as needed.

17.2.1.5 Funds will be budgeted from PAR to cover 50% of the Induction Coordinator's salary and benefits.

17.2.2 The Joint Panel shall meet at least quarterly, at a time determined by the panel. Meetings may occur during the workday and release time will be provided. If meetings occur outside of the regular workday, the unit members will be paid on hourly rate per Section 14.6.2. If meetings are scheduled outside of the contract work year, the compensation for the unit members will be their per diem rate.

17.2.3 The Joint Panel shall be responsible for the following:

17.2.3.1 Establishing rules and procedures to effect the provisions of this program. Said rules and procedures will be consistent with the provisions of this Agreement and to the extent there is an inconsistency, the Agreement will prevail.

17.2.3.2 Adopting an annual budget incorporating the stipulated funds defined in Section 17.3.6 and 17.3.7 as well as funds needed for conferences, visitations, materials, etc.

17.2.3.3 Providing necessary training to implement the PAR and New Teacher Induction programs.

17.2.3.4 Selecting PAR consulting teachers/New Teacher Induction support providers by June 1 for the following year depending upon need.

17.2.3.5 Reviewing the final reports prepared by the consulting teacher.

17.2.3.6 Reporting to the Governing Board regarding the referred teacher's participation in the PAR program.

17.2.3.7 Evaluating annually the impact of the PAR program in order to improve the program.

17.2.4 All proceedings and materials related to evaluations, reports, and personnel matters shall be strictly confidential.

17.2.5 Joint Panel teacher members shall be provided reasonable release time for training regarding their duties and for observing consulting teacher/support teacher applicants.

17.3 Consulting Teachers (CT)/Support Providers (SP)

17.3.1 Classroom teachers shall file an application to become a CT and/or SP no later than April 1 of each year and shall meet the following qualifications:

17.3.1.1 be a permanent classroom teacher;

17.3.1.2 possess substantial recent experience in classroom instruction;

17.3.1.3 demonstrate exemplary teaching ability which includes effective communication

ARTICLE 17
PEER ASSISTANCE AND PEER REVIEW

skills, subject-matter knowledge, and a mastery of a range of teaching strategies to meet pupil needs in different contexts.

- 17.3.2 CT/SP shall be appointed for a one (1) year term but may reapply.
- 17.3.3 Consulting Teachers shall prepare at least two (2) peer review reports and a final summary report per school year on the referred participating teacher they assist. These reports shall be submitted to the Joint Panel, the administrator of the referred participating teacher, and the referred participating teacher. All such reports will be discussed with the referred teacher to receive their input and signature before the reports are submitted to the Joint Panel. The referred teacher's signature does not necessarily mean agreement but rather that they have received a copy of the report. The scope of these reports is meant to be totally objective and not evaluative in any way. The reports shall consist solely of:
- 17.3.3.1 a description of the assistance provided by the CT;
- 17.3.3.2 a description of the referred teacher's participation in the program;
- 17.3.3.3 a log recording the dates of the meetings, time spent, and topics covered.
- 17.3.4 CT/SP shall be paid a yearly stipend according to Section 17.3.6 provided that not CT/SP shall be assigned to receive a total stipend more than \$3,000 calculated on a yearly basis. The stipend shall be paid in two (2) equal installments. The first one will be in the December warrant and the second one in the May warrant.
- 17.3.5 Stipends for CT/SP are based on full-year participation of staff. If staff participates for less than one full year, stipends will be prorated. The basis for stipends follows:
- 17.3.5.1 for service to a beginning teacher/new teacher \$1,500 each
- 17.3.5.2 for service to a referred participating teacher \$1,500 each
- 17.3.5.3 for the Professional Development teacher \$35/hour (effective January 1, 2003) per Articles 14.6.2 and 14.9
- 17.3.6 Maximum caseloads for CT/SP
- 17.3.6.1 SP full-time teacher (1.0 FTE) Two (2) beginning/new teacher
- 17.3.6.2 CT full-time teacher (1.0 FTE) One (1) referred

17.4 Referred Participating Teacher

- 17.4.1 Referred Participating Teachers shall be provided:
- 17.4.1.1 Clearly written performance goals by his/her evaluator which are aligned with pupil learning and consistent with the Stull Act and the California Teaching Standards;
- 17.4.1.2 A minimum of three (3) Consulting Teacher observations during classroom instruction;

ARTICLE 17
PEER ASSISTANCE AND PEER REVIEW

- 17.4.1.3 Reasonable training and other support as needed to assist improvement in teaching skills and knowledge;
 - 17.4.1.4 The opportunity to prioritize up to three (3) CT candidates. The Joint Panel shall review the list of preferences and shall assign a CT;
 - 17.4.1.5 The right to have representation from the Association at all conferences and meetings;
 - 17.4.1.6 The right to submit a written response within ten (10) days and have it attached to any report by the CT;
 - 17.4.1.7 The right to request a meeting with the Joint Panel.
- 17.5** A cooperative relationship between the CT and the principal/evaluator shall be expected and strongly encouraged by the Association and the District. The principal shall retain the responsibility for evaluation, pursuant to Article 13.
- 17.6** The Association and the District shall jointly monitor the development and implementation of this program.
- 17.7** This article shall be in compliance with Education Code requirements regarding Peer Assistance and Review. Based upon legislative modifications or deletion of the PAR program, the Association and the District agree to negotiate the effects of these actions.
- 17.8** The Association and the District agree that expenditures for the program shall not exceed revenues received from New Teacher Induction and PAR funds.
- 17.9** Training for Consulting Teachers, Support Providers, and Joint Panel Teachers:
 - 17.9.1 If in-service training takes place outside of the contract work year, these teachers shall be compensated at their per diem rate. If in-service takes place outside of the regular work day, the unit members will be paid an hourly rate per Article 14.6.2.

ARTICLE 18

PROFESSIONAL COURTESY

(Concerns by Unit Members Regarding Supervisors or Other District Unit Members)

18.1 Informal Level

- 18.1.1 A unit member who has a concern regarding an action by a District supervisor or other employee will, as a matter of professional courtesy, first address such a concern with the individual who will respond as soon as practicable by discussing the matter with the unit member, seeking a mutually acceptable solution.
- 18.1.2 Such an attempt at resolution will normally take place within ten (10) working days of the issue causing the concern or unit member awareness of the issue causing the concern.
- 18.1.3 In cases of sexual harassment by the immediate supervisor or another employee, the unit member may request assistance from the Superintendent and has the right to request Association assistance.

18.2 Assistance by Immediate Supervisor

- 18.2.1 In the event there is no mutually acceptable solution or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to the unit member's immediate supervisor.
- 18.2.2 The supervisor will meet with the unit member against whom the concern has been raised, become thoroughly familiar with the issue, and will seek a mutually acceptable solution.
- 18.2.3 If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an Association representative may be present.

18.3 Assistance by the Superintendent

- 18.3.1 In the event resolution of the problem is not achieved at the immediate supervisor level, the unit member may request, in writing, a meeting with the Superintendent. This request should include:
 - 18.3.1.1 The specific nature of the concern and a brief statement of the facts giving rise to it;
 - 18.3.1.2 The nature and extent of the adverse effect of the situation giving rise to the concern;
 - 18.3.1.3 A brief summary of the results of prior meetings, the specific action that the unit member wishes taken, and the reasons why it is felt that such action should be taken.

18.4 Investigation with Resolution

- 18.4.1 If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

ARTICLE 18
PROFESSIONAL COURTESY

- 18.4.2 Once the issue is resolved, the unit member will make every effort to resume a professional relationship without further references to the problem unless it recurs.

18.5 Investigation without Complainant Resolution

- 18.5.1 If the matter is unresolved and the concern is regarding actions by another unit member in the bargaining unit, the unit member may pursue steps in Article 16.
- 18.5.2 If the matter is unresolved and the concern is regarding actions by another unit member outside the bargaining unit, the unit member should contact their Association representative.

18.6 Confidentiality

- 18.6.1 All information and proceedings regarding any concern will be confidential and shared only on a need-to-know basis.

ARTICLE 19 PROFESSIONAL GROWTH

19.1 Unit Members Required to Participate

All persons receiving clear Multiple or Single Subject Teaching Credentials on or after September 1, 1985, will be required to complete 150 hours of professional growth activities every five (5) years. It is the responsibility of the unit member to select a Program Advisor from among District designated advisors.

19.2 Requirement/Credit

Those unit members to whom this section applies will develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period subsequent thereunto. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable professional growth plans may include, but not be limited to, the following types of activities:

- 19.2.1 Completion of courses offered by regionally accredited colleges and universities;
- 19.2.2 Participation in professional conferences, workshops, unit member centers/programs or staff development programs;
- 19.2.3 Service as a Consulting Teacher or Support Provider;
- 19.2.4 Participation in school curriculum development projects;
- 19.2.5 Participation in systematic programs of observation and analysis of teaching;
- 19.2.6 Service in a leadership role in a professional organization;
- 19.2.7 Participation in education research or innovative efforts.

19.3 Clock Hour Credit

Clock hour credit will be determined for each approved activity in conformance with guidelines published by the California Commission on Teacher Credentialing. A copy of the Commission's guidelines will be provided to affected unit members.

19.4 Prior Approval of Plan

Prior to beginning an activity that could accumulate clock hours, the unit member will submit the proposed activity to his/her Program Advisor. The Program Advisor will indicate in writing within ten (10) duty days his/her approval or disapproval of the proposed plan for accumulation of clock hours. If the unit member desires to amend an already approved activity for accumulation of clock hours, the same process will be followed as for prior approval.

19.5 Post-Participation Sign-off

19.6 Record Keeping

It will be the unit member's responsibility to keep a record of the number of clock hours that the unit member has completed and the date by which the total of at least 150 clock hours must be completed in order that the unit member's credential can be renewed.

ARTICLE 19
PROFESSIONAL GROWTH

19.7 Submission of Forms

It will be the unit member's responsibility to submit all completed forms, records of activities, and required signatures to the Commission as necessary for the timely renewal of the unit member's credential.

ARTICLE 20

JUST CAUSE/DUE PROCESS

This article is intended for the purpose of suspension to replace the provision of Education Code Section 44944 but shall not apply to suspension pursuant to Education Code Sections 44939, 44940, and 44942.

20.1 District Rights

The Association recognizes that the District has the right and responsibility to take appropriate action when there are instances of unprofessional conduct or failure to meet performance standards.

20.2 Just Cause and Due Process

In all instances, discipline will be for just cause and members of the unit will be provided the protection of all procedural due process.

20.3 Progressive Discipline

In exercising this responsibility, the District agrees to use progressive discipline except where the District determines that the serious nature of the offense reasonably requires immediate action. Verbal counseling/warning, written warnings, and written reprimands may not be submitted to arbitration other than a suspension hearing, however, whether the alleged action required the bypass of procedural steps is subject to the grievance procedure. In all instances the severity of the punishment must relate to the severity of the offense. Progressive discipline will include the following:

- 20.3.1 Verbal counseling/warning. Verbal counseling/warning will include a reminder of the performance standard(s).
- 20.3.2 Written warning. Written warnings will be used only after the unit member has been verbally warned about similar actions within the last twelve (12) months. The unit member will sign the written warning to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written warning if done within fifteen (15) work days.
- 20.3.3 Written reprimand. Written reprimands will be used only after the unit member has received a written warning about related actions within the last twelve (12) months. The unit member will sign the written reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written reprimand.
- 20.3.4 Suspension. Suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. The length of the suspension, up to fifteen (15) days without pay, will relate to the number of times the unit member has been disciplined for related actions, the severity of the action(s), and/or the suspension history of the unit member.

20.4 Notice of Suspension

If the Superintendent decides to suspend a unit member for cause pursuant to this article, notice of such recommendation will be made in writing and served in person or by certified mail upon the unit member by the Superintendent. A copy will be provided to the Association president. The notice will contain:

- 20.4.1 A statement of the specific act(s) or omission(s) upon which the action is based;

ARTICLE 20
JUST CAUSE/DUE PROCESS

- 20.4.2 A statement of the cause(S) which action is recommended;
- 20.4.3 The policy, rule, regulation, or directive violated;
- 20.4.4 The penalty proposed and the effective date;
- 20.4.5 Copies of the primary documentary evidence upon which the recommendation is based;
- 20.4.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 15 of this Agreement.

20.5 Arbitration

Suspension may be appealed to arbitration pursuant to Article 15, Section 15.6. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the arbitration, documentation supporting the suspension, including written warnings and reprimands, may be subject to review by the arbitrator.

20.6 Confidentiality

All information and proceedings regarding any actions or proposed actions pursuant to this article are confidential.

ARTICLE 21 MISCELLANEOUS

21.1 Personal Freedom

The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it interferes with the unit member's effectiveness in performing their assigned duties.

21.2 Academic Freedom

21.2.1 All instruction will be fair, accurate, objective, appropriate to the age and maturity of the student(s) and sensitive to the community needs and the needs and values of our diverse cultures and heritage. Accordingly, unit members have reasonable freedom in their classroom presentations and discussions and may introduce political, religious, or otherwise controversial materials, provided that said material is relevant to the course content and within State frameworks and Board of Education Policy.

21.2.2 In performing teaching functions, unit members will have reasonable freedom to express their opinions on matters relevant to course content, in an objective manner. No unit member will use their position to indoctrinate students with his/her personal, political, and/or religious views.

21.3 Effects of Agreement

21.3.1 Rules and Regulations

This Agreement will supersede any rules, regulations, policies or practices of the Board of Education that may be contrary to or inconsistent with its terms. The provisions of this Agreement will be incorporated into and be considered part of the established policies of the Board of Education.

21.3.2 Completed Agreement

This Agreement will constitute the full and complete commitment between both parties and will supersede all previous agreements, both written and oral.

21.3.3 Changes in Policies

The Association must be notified of proposed changes in existing personnel policies not covered by this Agreement before such changes are presented to the Board of Education for action. The Association may consult with the District regarding the proposed changes

21.3.4 Illegal Provisions

Should any article, section or clause of this Agreement be declared illegal by a court of final jurisdiction, said article, section or clause will be automatically deleted from this Agreement to the extent it violated the law. The remaining articles, sections, or clauses will remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

21.3.5 Impact of Changes

The Association retains the right to bargain the impact of decisions or events changing the

ARTICLE 21 MISCELLANEOUS

status quo that may affect the negotiable terms and conditions of employment of unit members.

21.4 Negotiation Procedures

21.4.1 Proposals to Amend or Modify

Not less than sixty (60) nor more than ninety (90) days prior to the expiration of this Agreement, either party may propose to amend or modify this Agreement. Such proposal will be in writing and presented to the other party in public session in order to initiate the public notice requirements of the law.

21.4.2 Outside Consultants

Either party may utilize the services of outside consultants to assist in the negotiations.

21.4.3 Designated Representatives

The District and the Association agree to meet and negotiate only through their designated representatives. Each party pledges that their designated representatives will be empowered to make and consider proposals, counter-proposals and reach tentative agreement on subjects within the mandatory scope of negotiations.

21.4.4 Personnel Data

Not later than October 15th, the District will furnish the Association with the placement of personnel on the salary schedule as of October 1st.

21.5 Non-Discrimination

The District will not discriminate against any unit member on the basis of race, color, creed, age, sex, life-style, national origin, marital status, physical handicap, religion, or membership in any unit member organization or lawful participation in the activities of any unit member organization.

21.6 Duration of Agreement

The District and MEA acknowledges that the current contract for 2021-2024 will expire June 30, 2024.

21.7 Ratification Acknowledgement

This Agreement was approved by the members of Millbrae Education Association and approved by the Millbrae Elementary School District Board of Trustees on March 19, 2024.

MILLBRAE EDUCATION ASSOCIATION

Jennifer Colombo

Jennifer Colombo, MEA President

Julie Nestor

Julie Nestor, MEA Member, Bargaining Chair

Sara Juul

Sara Juul, MEA Member

Robert Rodinsky

Robert Rodinsky MEA Member

Courtney Medrano

Courtney Medrano, MEA Member

Kristi Martin

Kristi Martin, MEA Member

Bea Godoy Chavez

Bea Godoy Chavez, MEA Member

MILLBRAE ELEMENTARY SCHOOL DISTRICT

Lisa Hickey

Lisa Hickey, Superintendent

Mary Pollett

Mary Pollett, Chief Business Official

Catherine Waslif

Catherine Waslif, Director of Educational Services

Claudia Buttigieg

Claudia Buttigieg, Director of Human Resources

Gordon Hwee

Gordon Hwee, Principal

Appendix A

Millbrae Elementary School District Calendar

MILLBRAE ELEMENTARY SCHOOL DISTRICT | 2024-2025 CALENDAR**

JULY 2024							NA 4	ESY/Summer School Student Days Independence Day	JANUARY 2025							1 2-3 20	New Year's Day Holiday Winter Recess Martin Luther King Jr.	
S	M	T	W	TH	F	S			S	M	T	W	TH	F	S			
	1	2	3	4	5	6						1	2	3	4			
7	8	9	10	11	12	13			5	6	7	8	9	10	11			
14	15	16	17	18	19	20			12	13	14	15	16	17	18			
21	22	23	24	25	26	27			19	20	21	22	23	24	25			
28	29	30	31						26	27	28	29	30	31				
									19									
AUGUST 2024							12,14 13	Certificated Work Day Professional Learning – Non-Student Day First Day of School-Minimum Day (12:30 dismissal – Elementary/12:18 dismissal - Taylor) Elementary Back to School Night Elementary Minimum Day (12:30 dismissal) Taylor Middle School Back to School Night Taylor Middle School Minimum Day (12:18 dismissal)	FEBRUARY 2025							17	President's Day	
S	M	T	W	TH	F	S			S	M	T	W	TH	F	S			
				1	2	3									1			
4	5	6	7	8	9	10			2	3	4	5	6	7	8			
11	12	13	14	★	16	17			9	10	11	12	13	14	15			
18	19	20	21	22	23	24			16	17	18	19	20	21	22			
25	26	27	28	29	30	31			23	24	25	26	27	28				
12+1PD+2WD									19									
SEPTEMBER 2024							2	Labor Day	MARCH 2025							10-13 14 28 31	Elementary School Conference Days – 1:15 pm dismissal ALL Staff Non-Work Day – Non Student Day Minimum Day (12:30 dismissal-Elementary/12:18 dismissal-Taylor) Spring Recess	
S	M	T	W	TH	F	S			S	M	T	W	TH	F	S			
1	2	3	4	5	6	7									1			
8	9	10	11	12	13	14			2	3	4	5	6	7	8			
15	16	17	18	19	20	21			9	10	11	12	13	14	15			
22	23	24	25	26	27	28			16	17	18	19	20	21	22			
29	30								23	24	25	26	27	28	29			
20									30									31
OCTOBER 2024							9-11 14 15-18	Elementary School Conference Days – 1:15 pm dismissal ALL Staff Non-Work Day – Non Student Day Elementary School Conference Days – 1:15 pm dismissal	APRIL 2025							1-4	Spring Recess	
S	M	T	W	TH	F	S			S	M	T	W	TH	F	S			
		1	2	3	4	5					1	2	3	4	5			
6	7	8	9	10	11	12			6	7	8	9	10	11	12			
13	14	15	16	17	18	19			13	14	15	16	17	18	19			
20	21	22	23	24	25	26			20	21	22	23	24	25	26			
27	28	29	30	31		22			27	28	29	30			18			
NOVEMBER 2024							11 25, 26	Veteran's Day Professional Learning-Non-Student Day ALL Staff Non-Work Day – Non-Student Day Thanksgiving Holiday Thanksgiving Recess	MAY 2025							1 2 8 9 26 30★	Elementary Open House Elementary Minimum Day (12:30 dismissal) Taylor Middle School Open House Taylor Middle School Minimum Day (12:18 dismissal) Memorial Day Last Day of School-Minimum Day (12:30 dismissal-Elementary/12:18 dismissal-Taylor)	
S	M	T	W	TH	F	S			S	M	T	W	TH	F	S			
					1	2							1	2	3			
3	4	5	6	7	8	9			4	5	6	7	8	9	10			
10	11	12	13	14	15	16			11	12	13	14	15	16	17			
17	18	19	20	21	22	23			18	19	20	21	22	23	24			
24	25	26	27	28	29	30			25	26	27	28	29	★	31			
15+2PD									21									
DECEMBER 2024							20 23-31	Minimum Day (12:30 dismissal – Elementary/12:18 dismissal-Taylor) Winter Recess	JUNE 2025							19	Juneteenth Holiday	
S	M	T	W	TH	F	S			S	M	T	W	TH	F	S			
1	2	3	4	5	6	7			1	2	3	4	5	6	7			
8	9	10	11	12	13	14			8	9	10	11	12	13	14			
15	16	17	18	19	20	21			15	16	17	18	19	20	21			
22	23	24	25	26	27	28			22	23	24	25	26	27	28			
29	30	31							29	30								
15									0									

Total Instructional Days: 180
 1st Trimester Aug 15 – Nov 8, 2024
 2nd Trimester Nov 12 – Feb 28, 2025
 3rd Trimester Mar 3 – May 30, 2025

Professional Learning – Non-Student Day
 Holiday
 All Staff Non-Work Day – Non-Student Day
 Recess

Subject to Change**

MILLBRAE ELEMENTARY SCHOOL DISTRICT | 2025-2026 CALENDAR**

JULY 2025							NA 4 ESY/Summer School Student Days Independence Day	JANUARY 2026							1 2 5 19 New Year's Day Holiday Winter Recess Professional Learning Day – Non Student Day Martin Luther King Jr.
S	M	T	W	TH	F	S		S	M	T	W	TH	F	S	
		1	2	3	4	5						1	2	3	
6	7	8	9	10	11	12		4	5	6	7	8	9	10	
13	14	15	16	17	18	19		11	12	13	14	15	16	17	
20	21	22	23	24	25	26		18	19	20	21	22	23	24	
27	28	29	30	31				25	26	27	28	29	30	31	
								18							
AUGUST 2025							14★ 11,13 12 21 28 29 First Day of School-Minimum Day (12:30 dismissal – Elementary/12:18 dismissal – Taylor) Certificated Work Day Professional Learning – Non-Student Elementary Back to School Night Taylor Back to School Night Min Day (12:30 dismissal – Elementary / 12:18 dismissal Taylor)	FEBRUARY 2026							16 President's Day
S	M	T	W	TH	F	S		S	M	T	W	TH	F	S	
					1	2		1	2	3	4	5	6	7	
3	4	5	6	7	8	9		8	9	10	11	12	13	14	
10	11	12	13	★	15	16		15	16	17	18	19	20	21	
17	18	19	20	21	22	23		22	23	24	25	26	27	28	
24	25	26	27	28	29	30		19							
31	12+1PD+2WD														
SEPTEMBER 2025							1 Labor Day	MARCH 2026							9-12 13 27 30-31 Elementary School Conference Days (1:15 pm dismissal) Professional Development Min Day (12:30 dismissal – Elementary / 12:18 dismissal – Taylor) Spring Recess
S	M	T	W	TH	F	S		S	M	T	W	TH	F	S	
	1	2	3	4	5	6		1	2	3	4	5	6	7	
7	8	9	10	11	12	13		8	9	10	11	12	13	14	
14	15	16	17	18	19	20		15	16	17	18	19	20	21	
21	22	23	24	25	26	27		22	23	24	25	26	27	28	
28	29	30	21					29	30	31	19+1PD				
OCTOBER 2025							8-10 14-17 13 Elementary School Conference Days (1:15 pm dismissal) Elementary School Conference Days (1:15 pm dismissal) All Staff Non-Work Day	APRIL 2026							1-3 30 Spring Recess Elementary Open House
S	M	T	W	TH	F	S		S	M	T	W	TH	F	S	
			1	2	3	4					1	2	3	4	
5	6	7	8	9	10	11		5	6	7	8	9	10	11	
12	13	14	15	16	17	18		12	13	14	15	16	17	18	
19	20	21	22	23	24	25		19	20	21	22	23	24	25	
26	27	28	29	30	31	22		26	27	28	29	30	19		
NOVEMBER 2025							10 11 26 27 28 All Staff Non-Work Day Veteran's Day (Observance) All Staff Non-Work Day Thanksgiving Holiday Thanksgiving Recess	MAY 2026							1 7 8 25 29★ Elementary Min Day (12:30 dismissal) Taylor Open House Taylor Min Day (12:18 dismissal) Memorial Day Last Day of School-Minimum Day (12:30 dismissal-Elementary/12:18 dismissal-Taylor)
S	M	T	W	TH	F	S		S	M	T	W	TH	F	S	
						1							1	2	
2	3	4	5	6	7	8		3	4	5	6	7	8	9	
9	10	11	12	13	14	15		10	11	12	13	14	15	16	
16	17	18	19	20	21	22		17	18	19	20	21	22	23	
23	24	25	26	27	28	29		24	25	26	27	28	★	30	
30	15+1PD						31	20							
DECEMBER 2025							19 22-31 Min Day (12:30 dismissal – Elementary / 12:18 dismissal – Taylor) Winter Recess	JUNE 2026							19 Juneteenth Holiday
S	M	T	W	TH	F	S		S	M	T	W	TH	F	S	
	1	2	3	4	5	6			1	2	3	4	5	6	
7	8	9	10	11	12	13		7	8	9	10	11	12	13	
14	15	16	17	18	19	20		14	15	16	17	18	19	20	
21	22	23	24	25	26	27		21	22	23	24	25	26	27	
28	29	30	31					28	29	30					
15															

Total Instructional Days: 180

1st Trimester Aug 14 – Nov 7, 2025

2nd Trimester Nov 12 – Feb 27, 2026

3rd Trimester Mar 2 – May 29, 2026

Holiday

Recess

All Staff Non-Work Day – Non-Student Day

Professional Learning – Non-Student Day

Minimum Day

Appendix B

Health & Welfare Form

(rates subject to change annually)

MILLBRAE ELEMENTARY SCHOOL DISTRICT 2025 HEALTH & WELFARE BENEFITS SUMMARY

Last: _____ **First:** _____ **FTE:** _____ **Type:** _____ **Deduction Months*:** _____

Listed below is the distribution of the fringe benefits paid by the District and the amount, if any, which is deducted from your paycheck.

Health Benefits Open Enrollment dates are September 16 to October 11, 2024.

Changes made during Open Enrollment take effect January 1, 2025.

Benefits Effective Date: 01/01/2025

HEALTH INSURANCE	REQUIREMENT	MONTHLY PREMIUM			MONTHLY AMOUNT
		Employee S = Single	Two Party D = Double	Family F = Family	
1. Delta Dental Plan (deltadental.com) (Group 15997 - 0902 Plan J)	Mandatory Confidential / Management Staff Only	S = \$57.45 D = \$115.76 F = \$174.07			
2. Delta Dental Plan (deltadental.com) (Group 15997 – 0506 / 0507 Plan E)	Mandatory Certificated / Classified Staff Only				
3. CALPERS Medical Plan (calpers.ca.gov) 2025 Health Benefit Summary (Health Plan Coverage Details)	Optional Anthem Blue Cross Select HMO (SF Resident only) Anthem Blue Cross Traditional HMO Blue Shield Access+ HMO Kaiser Permanente HMO PERS Gold PPO PERS Platinum PPO UnitedHealthcare SignatureValue Alliance HMO	S = \$1,256.65 D = \$2,513.30 F = \$3,267.29 S = \$1,500.40 D = \$3,000.80 F = \$3,901.04 S = \$1,170.17 D = \$2,340.34 F = \$3,042.44 S = \$1,112.90 D = \$2,225.80 F = \$2,893.54 S = \$1,013.70 D = \$2,027.40 F = \$2,635.62 S = \$1,476.10 D = \$2,952.20 F = \$3,837.86 S = \$1,184.58 D = \$2,369.16 F = \$3,079.91			
4. VSP Vision Plan (vsp.com) (Group 12135474 - 0030 Plan A)	Optional	S = \$6.45 D= \$13.73 F = \$19.37			
First Time Adding Spouse/Dependents: <div><div>To Add Spouse: 1. Copy of marriage certificate 2. Copy of social security card 3. Copy of current joint household bill or front page of tax return</div><div>To Add Dependents: 1. Copy of birth certificate 2. Copy of social security card</div></div>		TOTAL HEALTH INSURANCE			
		LESS DISTRICT CONTRIBUTION (CERT: Up to \$1076 for FTE 1.0, prorated if less than 1.0) (CLASS: Up to \$1076 for FTE .75 or above, prorated if less than .75) No Cash In Lieu			
		YOUR HEALTH INSURANCE OUT OF POCKET (Deducted from your paycheck*)			

SIGNATURE OF EMPLOYEE: _____

DATE: _____

***PLEASE NOTE:**

Premiums for Medical, Dental, and Vision are paid one month in advance. E.g. December payroll deductions pay for January coverage.

Deduction Months: 11A-J (Aug to Jun), 10A-M (Aug to May), 10S-J (Sept to Jun)

For 11A-J months deduction, additional (1 X out of pocket / 11) will be deducted each month for August coverage.

For 10A-M months deduction, additional (2 X out of pocket / 10) will be deducted each month for July and August coverage.

For 10S-J months deduction, additional (2 X out of pocket / 10) will be deducted each month for August and September coverage.

Questions? Please contact Vienna Huynh, Payroll & Benefits Specialist at vhuynh@millbraesd.org or at 650-697-5693 x 015

Appendix C

Workers Compensation: Pre-designation of Personal Physician

PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- On the date of your work injury you have health coverage for injuries or illnesses that are not work related;
- The doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- Your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses or injuries;
- Prior to the injury, your doctor agrees to treat you for work injuries or illnesses
- Prior to the injury, you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirement is met.

NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

Employee: Complete this section.

To: Millbrae Elementary School District

If I have a work-related injury or illness, I choose to be treated by:

Please PRINT

Name of Doctor, M.D., D.O., or Medical Group	
Street Address, City, State, ZIP	
Phone Number	

Employee Name	
Employee Street Address, City, State, ZIP	
Employee Phone Number	
Name of Insurance Company, Plan or Fund providing health coverage for non-occupational injuries or illnesses	

Employee Signature	X
---------------------------	----------

PHYSICIAN: I AGREE TO THIS PREDESIGNATION:

Signature of Physician or Designated Employee of the Physician or Medical Group	X
Date	

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3). Title 8, California Code of Regulations, section 9783.

Predesignation of Personal Physician; Reporting Duties of the Primary Treating Physician Regulations 8 C.C.R. section 9780, et seq. (Approved 02/12/2014)



Appendix D

Student Suspension

[Board Policy 5144.1](#)
[Administrative Regulation](#)

[CA Ed. Code 48900-48927](#)

Appendix E

Sexual Harassment

([Board Policy 4119.11](#))

[Administrative Regulation 4119.11](#)

Policy 4119.11: Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 06/27/2017 | **Last Revised Date:** 12/14/2023 | **Last Reviewed Date:** 12/14/2023

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Regulation 4119.11: Sex Discrimination and Sex-Based Harassment

Status: ADOPTED

Original Adopted Date: 06/27/2017 | **Last Reviewed Date:** 06/27/2017

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and

correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability

2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by

DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

Appendix F

Child Abuse Reporting
[Penal Code 11164-11174.3](#)

[Form BCIA 8572](#)

Appendix G

Certificated Transfer Request Form



Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

Human Resources Department

TRANSFER or PROMOTION REQUEST – CERTIFICATED EMPLOYEE

TO: Superintendent

FROM: _____

1. It is my desire to transfer or be promoted to the following position for the _____ school year.

Position	School

2. At the present time, my position is:

Position	School

3. Please briefly state the reason for requesting this change:

X

Employee Signature

Supervisor Signature

X

Date

Date

Appendix H

Classroom Observation Form

MILLBRAE ELEMENTARY SCHOOL DISTRICT

Certificated Evaluation Classroom Observation Procedures

The Classroom Observation Form shall be completed for each formal classroom evaluation. A conference between the observer and the teacher shall be held within three (3) working days to discuss the information recorded, unless illness or urgent matters make it impossible.

Teacher	_____	Observer	_____
School	_____	Date	_____
Time:	_____	Subject	_____
Children Present	_____	Grade Level	_____

Lesson Objective(s):

Description of Activities Observed:

Teacher Comments:

Observer's Comments:

Signatures:

X

Evaluatee's Signature

Evaluator's Signature

Date

Date

The teacher's signature does not constitute endorsement of the observer's notations, but that a conference has taken place and the teacher has been given the opportunity to enter comments.

Appendix I

Extra Duty/Staff Development Pay

Appendix I

Extra Duty/Staff Development Pay

Extra duty pay for school year 2023-2024 will increase from \$40.96 to \$50.00 effective the month following board approval of the total negotiated agreement.

School Year 23-24 **\$50.00**

When a unit member receives students from the class of an absent teacher, the unit member will be compensated based on the following formula:

	Middle School			Elementary School	
SY 21-22 (3.5%)	P1	\$38.82		\$194.10	1
	P2	\$38.82		\$97.05	2
	P3	\$38.82		\$64.70	3
	P4	\$38.82		\$48.53	4
	P5	\$38.82			
	P6	\$38.82			

	Middle School			Elementary School	
SY 22-23 (5.5%)	P1	\$40.96		\$204.80	1
	P2	\$40.96		\$102.40	2
	P3	\$40.96		\$68.27	3
	P4	\$40.96		\$51.20	4
	P5	\$40.96			
	P6	\$40.96			

	Middle School			Elementary School	
SY 23-24	P1	\$50.00		\$250.00	1
	P2	\$50.00		\$125.00	2
	P3	\$50.00		\$83.33	3
	P4	\$50.00		\$62.50	4
	P5	\$50.00			
	P6	\$50.00			

	Middle School			Elementary School	
SY 24-25	P1	\$50.00		\$250.00	1
	P2	\$50.00		\$125.00	2
	P3	\$50.00		\$83.33	3
	P4	\$50.00		\$62.50	4
	P5	\$50.00			
	P6	\$50.00			

Appendix J

Certificated Salary Schedules



Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

March 2024

APPENDIX J

MILLBRAE EDUCATION ASSOCIATION CERTIFICATED TEACHERS 2024-2025

Salary Schedule B

(2.0% per 23-24 Negotiations, effective July 1, 2024, 185 days)

STEP	CLASS C* BA + 30	CLASS D* BA + 45	CLASS E* BA + 60	CLASS F* BA + 75
1	64,110.00	66,106.00	70,099.00	74,096.00
2	65,605.00	69,102.00	73,096.00	77,092.00
3	68,603.00	72,097.00	76,092.00	80,089.00
4	71,599.00	75,092.00	79,086.00	83,085.00
5	74,591.00	78,089.00	82,085.00	86,078.00
6	77,589.00	81,086.00	85,080.00	89,078.00
7	80,584.00	84,083.00	88,077.00	92,071.00
8	83,585.00	87,080.00	91,076.00	95,069.00
9	86,578.00	90,076.00	94,068.00	98,063.00
10	89,575.00	93,069.00	97,068.00	101,060.00
11	92,573.00	96,069.00	100,559.00	104,058.00
12	95,567.00	99,061.00	103,559.00	107,554.00
	LONGEVITY (difference between Steps 11 and 12, Class F)			
15				111,052.00
18				114,550.00
21				118,048.00
24				121,547.00
27				125,046.00

* CLAD Included

BCC/BCLAD	+\$500
Master's Degree	+\$1,250
Doctorate Degree	+\$1,400
National Board Certification	+\$1,400.00

Fringe Benefits

Employee	\$1000 per month	\$1000 retroactive to 7/1/2023
Employee + 1	\$1000 per month	\$1000 retroactive to 7/1/2023
Family	\$1000 per month	\$1000 retroactive to 7/1/2023



Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

March 2024

APPENDIX J

MILLBRAE EDUCATION ASSOCIATION CERTIFICATED TEACHERS

2024-2025

Salary Schedule B

(2.0% per 23-24 Negotiations, effective July 1, 2024, 185 days)

STEP	CLASS A* BA + 0-14	CLASS B* BA + 15-29
1	49,938.00	52,934.00
2	52,934.00	55,931.00
3	55,931.00	58,929.00
4	58,929.00	61,924.00
5	61,924.00	64,920.00

Class A and Class B are for any employee without a valid California teaching credential. This includes interns and specific waiver-permit employees. The Superintendent will review each individual case to determine salary placement.



Millbrae Elementary School District
 555 Richmond Drive
 Millbrae, CA 94030
 650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

July 2025

APPENDIX J

MILLBRAE EDUCATION ASSOCIATION CERTIFICATED TEACHERS 2024-2025 Salary Schedule B (effective July 1, 2025, 185 days)

STEP	CLASS C* BA ≤ 30	CLASS D* BA + 45	CLASS E* BA + 60	CLASS F* BA + 75
1	64,110.00	66,106.00	70,099.00	74,096.00
2	65,605.00	69,102.00	73,096.00	77,092.00
3	68,603.00	72,097.00	76,092.00	80,089.00
4	71,599.00	75,092.00	79,086.00	83,085.00
5	74,591.00	78,089.00	82,085.00	86,078.00
6	77,589.00	81,086.00	85,080.00	89,078.00
7	80,584.00	84,083.00	88,077.00	92,071.00
8	83,585.00	87,080.00	91,076.00	95,069.00
9	86,578.00	90,076.00	94,068.00	98,063.00
10	89,575.00	93,069.00	97,068.00	101,060.00
11	92,573.00	96,069.00	100,559.00	104,058.00
12	95,567.00	99,061.00	103,559.00	107,554.00
	LONGEVITY (difference between Steps 11 and 12, Class F)			
15				111,052.00
18				114,550.00
21				118,048.00
24				121,547.00
27				125,046.00

* CLAD Included
 BCC/BCLAD +\$500
 Master's Degree +\$1,250
 Doctorate Degree +\$1,400
 National Board Certification +\$1,400.00

Fringe Benefits

Employee	\$1076 per month	Effective Jan 2025
Employee + 1	\$1076 per month	Effective Jan 2025
Family	\$1076 per month	Effective Jan 2025



Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

Jan 2025

MILLBRAE EDUCATION ASSOCIATION
CERTIFICATED PSYCHOLOGISTS/PROGRAM COORDINATOR/HEALTH SERVICES COORDINATOR
2024-2025
Salary Schedule B
(2.0% per 23-24 Negotiations, effective July 1, 2024)

STEP	CLASS III BA + 60	CLASS IV BA + 75	CLASS I INTERN
1	87,763.00	94,092.00	25,000.00
2	92,053.00	98,381.00	
3	96,336.00	102,664.00	
4	100,627.00	106,951.00	
5	104,911.00	111,237.00	
6	109,195.00	115,524.00	
7	113,484.00	119,812.00	
8	117,769.00	124,094.00	
9	122,055.00	128,382.00	
LONGEVITY			
12	122,055.00	132,666.00	
15	122,055.00	136,954.00	
18	122,055.00	141,242.00	
21	122,055.00	145,525.00	
24	122,055.00	149,812.00	

Master's Degree +\$1,250
Doctorate Degree +\$1,400
National Board Certification +\$1,400

Employee \$1076 per month **Effective 1/1/2025**
Employee + 1 \$1076 per month **Effective 1/1/2025**
Family \$1076 per month **Effective 1/1/2025**

Psychologist Work Year

The work year is 195 days, which includes 5 days before school begins and 5 days after school ends. Optional work days or deviations from this work year will be scheduled with prior approval of the Superintendent.

Program Coordinator Work Year

The work year is 200 days to be scheduled by the Director of Human Resources.



Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

Jan 2025

**MILLBRAE EDUCATION ASSOCIATION
CERTIFICATED SPEECH & LANGUAGE THERAPISTS
2024-2025
Salary Schedule B
(2.0 % per 23-24 Negotiations, effective July 1, 2024)**

STEP	CLASS III BA + 60	CLASS IV BA + 75
1	83,264.00	89,266.00
2	87,332.00	93,334.00
3	91,397.00	97,399.00
4	95,463.00	101,466.00
5	99,529.00	105,533.00
6	103,597.00	109,599.00
7	107,663.00	113,665.00
8	111,729.00	117,733.00
9	115,795.00	121,798.00
LONGEVITY		
12	115,795.00	125,863.00
15	115,795.00	129,932.00
18	115,795.00	133,999.00
21	115,795.00	138,063.00
24	115,795.00	142,128.00

BCC/CLAD + 500

Doctorate Degree +1,400

Employee \$1076 per month **Effective 1/1/2025**

Employee + 1 \$1076 per month **Effective 1/1/2025**

Family \$1076 per month **Effective 1/1/2025**

Appendix K

Certificated Request for Credit



Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

Rev 6.28.13

CERTIFICATED REQUEST FOR CREDIT**

Name

Position

Location

Date

Select and complete appropriate section below: (1) College/University Units (2) Committee Work (3) Workshop/Non-University

(1) COLLEGE/UNIVERSITY UNITS (*ATTACH TRANSCRIPTS*)

Date Completed:	Title of Course:	
College/University:		
Number of Units:	Number of Quarter Units:	Number of Semester Units:

(2) COMMITTEE WORK

Name of Committee:	
Number of Committee Hours completed this year:	Date completed:
X Signature of Committee Chairperson:	Date:

(3) WORKSHOP/NON-UNIVERSITY WORK (Please attach verification of instructional class hours, i.e. grade report or Letterhead from Instructor)

Title of Workshop:	Repeated Course (yes or no):
School/Sponsoring Organization:	Date completed:
Describe relationship between this course and your present work assignment:	
Number of Instructional Classroom Hours (15 hours = 1 salary credit/unit):	

☐ APPROVED

☐ REJECTED

X Supervisor Signature:	Date:
X Superintendent/Designee Signature :	Date:
Reason for Rejection:	

** For salary advancement, verification of completed courses or committee work must be submitted to the Personnel Office by October 1 of each year. If transcripts are not available, a grade report or letter of verification from the instructor indicating the number of completed units will be accepted.
All expenses connected with work for professional growth shall be borne by the unit member. If the District covers any cost, the credit shall not be granted.

Appendix L

Certificated Grievance Form

**MILLBRAE SCHOOL DISTRICT
GRIEVANCE FORM**

NAME:

DATE FILED:

SCHOOL:

ASSIGNMENT:

1. Statement of Grievance (Please state misinterpretation, violation, or misapplication of the specific provision of the policy affected by this grievance as well as names, locations, date, time, etc.):

2. Policy Section: Page Number:
Policy Section: Page Number:

3. Remedy Sought:

4. Informal Conference Date(s):
Decision(s):

5. Decision(s) Level I Date:
Level II Date:
Level III Date:
(Attach decision(s)—signed & dated)

6. Reason(s) for Appeal:

Level I

Date filed:

Level II

Date filed:

Level III

Date filed:

(Attach additional comments—signed & dated)

7. Signatures:

Date: _____

Grievant

Date: _____

Representative

Received on _____
(date)

By _____
(signature)

Appendix M

Catastrophic Leave Bank

APPENDIX M

Catastrophic Leave Bank (in effect until June 30, 2025)

Definition: A catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member, or a member of his/her family, for an extended period of time. It also requires that the unit member need to take time off from work to care for him/herself or the family member, and that taking time off work creates a financial hardship.

1. It will be the duty of the MEA's Vice-President to oversee the Catastrophic Leave Bank Committee.

- Vice-President will notify the membership of Open Enrollment no later than the last day of school in September.
- Vice-President will give the District a list of members who have contributed to the Bank after open enrollment.
- Vice-President will establish a committee of 3 people, plus 1 alternate, to determine recommendations to the Executive Board on Catastrophic Leave Bank requests.
- When a request is made, the Committee will have the responsibility of verifying the request and making a recommendation to approve or deny request to the Executive Board.
- The Executive Board will vote to approve or deny the request.
- The Committee will communicate the Executive Board's decision, in writing, to the requestor.
- When hours have been awarded to a member, the Committee will notify the membership of such award (requestor will remain anonymous), and the balance of the Bank.
- The Committee and the Association will make a good faith effort to maintain confidentiality regarding donations and utilization of the sick leave.

2. Contribution

- The annual period for donating sick leave to the Bank will be the first day of school through October 15, of each school year.
- Eligibility goes from time of contribution to the end of the school year.
- Members may donate minimum of 7 hours (1 day).
- Donated hours not used within the school year will be divided equitably and returned to donors at the end of the school year.

3. Eligibility and Procedure to Request Days

- Members who contribute to the Leave Bank during the enrollment period are eligible to request from the Bank that school year. Eligibility ends at the conclusion of the school year.
- Member who wants to receive the catastrophic leave credits must request in writing to the Association (forward to the Vice-President). The request must be accompanied by a verification of the catastrophic injury or illness, or family's need.
- A member who is eligible may apply for Catastrophic leave credits from the Bank if his/her personal and sick days are exhausted.

APPENDIX M

Catastrophic Leave Bank effective July 1, 2025

Definition: A catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member, or a member of their family, for an extended period of time. It also requires that the unit member needs to take time off from work to care for themselves or the family member, and that taking time off work creates a financial hardship.

1. It will be the duty of the MEA's Vice-President to oversee the Catastrophic Leave Bank Committee.
 - Vice-President will notify the membership of Open Enrollment no later than the last day of school in September.
 - Vice-President will give the District a list of members who have contributed to the Bank after open enrollment.
 - Vice-President will establish a committee of 3 people, plus 1 alternate, to determine recommendations to the Executive Board on Catastrophic Leave Bank requests.
 - When a request is made, the Committee will have the responsibility of verifying the request and making a recommendation to approve or deny request to the Executive Board.
 - The Executive Board will vote to approve or deny the request.
 - The Committee will communicate the Executive Board's decision, in writing, to the requestor.
 - When hours have been awarded to a member, the Committee will notify the membership of such award (requestor will remain anonymous), and the balance of the Bank.
 - The Committee and the Association will make a good faith effort to maintain confidentiality regarding donations and utilization of the sick leave.
2. Contribution
 - The annual period for donating sick leave to the Bank will be the first day of school through October 15, of each school year.
 - Participating unit members may donate a minimum of 1 day (7 hours) of accrued, full-time sick leave to the Catastrophic Leave Bank each school year in full day increments only, upon a solicitation by the Catastrophic Leave Bank Committee. Donations are voluntary and irrevocable, and shall not be returned to unit members upon their cancellation of membership in the Bank.
 - Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, depending upon need, when the bank of days drops to or below ten (10) days. The solicitation shall be made by the Catastrophic Leave Bank Committee. A unit member's membership in the Bank will be canceled if they fail to make a donation when donations are solicited.
 - Unused days remaining in the Catastrophic Leave bank shall carry over from year to year.

3. Eligibility and Procedure to Request Days

- Members who contribute to the Leave Bank during the enrollment period are eligible to request from the Bank that school year.
- A member who is eligible may apply for Catastrophic leave credits from the Bank if their personal and sick days are exhausted.
- Member who wants to receive the catastrophic leave credits must request in writing to the Association. The request must be accompanied by a verification of the catastrophic injury or illness or family's need.
- Once the request has been verified by the Association it will be forwarded to the Human Resources Director for review and verification that the request meets the criteria for catastrophic leave.

Appendix N

Site Request for Assignment Form



Millbrae Elementary School District

555 Richmond Drive, Millbrae, CA 94030

650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

APPENDIX N SITE REQUEST FOR ASSIGNMENT

Name _____ Date _____

School _____ Current Grade _____

Please place a check mark by the grades you have taught:

☐ TK ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Please fill in the academic year(s) of the combo classes you have taught.

COMBO SPAN	ACADEMIC YEARS TAUGHT
<i>Example: 3/4</i>	<i>Example: 2011-2012, 2017-2018 (which means you taught a 3/4 combo class in those years)</i>
TK/K	
K/1	
1/2	
2/3	
3/4	
4/5	

1. Please place a check mark by your first preference of grade to teach for the next school year:

☐ TK ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

2. Please mark your second choice:

☐ TK ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

3. Please mark your third choice:

☐ TK ☐ K ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

4. If necessary, would you volunteer to teach a combo class? If so, which ones?

☐ TK/K ☐ K/1 ☐ 1/2 ☐ 2/3 ☐ 3/4 ☐ 4/5

Are there any special considerations or factors that your principal should know prior to the assignment process?

Appendix 0

2024-2025 MOU's

**MEMORANDUM OF UNDERSTANDING
BETWEEN MILLBRAE ELEMENTARY SCHOOL DISTRICT AND
MILLBRAE EDUCATION ASSOCIATION
TITLE I PROFESSIONAL DEVELOPMENT
STIPEND**

This Memorandum of Understanding ("MOU") is entered into by and between the Millbrae Elementary School District ("District") and the Millbrae Education Association ("MEA") (collectively, the Parties").

The parties hereby agree as follows beginning in the 2024-2025 school year:

1. A Title I school is identified when 40% or more of the students are identified as low-income as determined by the California Department of Education.
2. The District shall offer full-time certificated staff a one-time stipend of \$1000. This includes certificated staff assigned to the Title I school and another designated site.
3. Full-time certificated staff agrees to participate in eight (8) hours of professional development annually in order to receive this stipend. This professional development would occur during working hours.
 - A. Professional development will be targeted to address school needs and goals. The professional development activities will be determined in collaboration with site administration and the superintendent. Certificated staff will partner with the district to provide input regarding the professional development opportunities.
 - B. The stipend will be paid after the completion of the targeted professional development.

This MOU will expire on June 30, 2025 unless both parties mutually agree to extend this agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN MILLBRAE ELEMENTARY SCHOOL DISTRICT AND
MILLBRAE EDUCATION ASSOCIATION
CLASS SIZE OVER PUPIL-TEACHER RATIO LIMIT**

This Memorandum of Understanding ("MOU") is entered into by and between the Millbrae Elementary School District ("District") and the Millbrae Education Association ("MEA") (collectively, the Parties").

The parties hereby agree as follows:

1. If the pupil-teacher ratio in grades K-3 exceeds 26:1, 32:1 in grades 4-8, 35:1 in Physical Education, the unit member will be compensated in the following manner.
 - a. An elementary (K-5) unit member will receive twenty-five (\$25) per student for each school day which exceeds the pupil-teacher ratio.
 - b. A middle school (6-8) unit member will receive five (\$5) per student for each period each school day that exceeds the pupil-teacher ratio.
2. Class sizes will be reviewed on the first school day of each month (September through May) to identify any instances where the number of students exceeds the pupil-teacher ratio. If overages are found, the unit member will receive additional compensation for those excess students. This compensation will be included in their pay at the end of the month, calculated based on the number of school days in that month.
3. Any inclusion student who has been identified by the IEP team as needing push-in services without student support and who attends less than 50% of instructional time will receive 50% of the amount listed in 1a or 1b.

This MOU shall be effective for the 2024-2025 school year only and shall expire automatically on June 30, 2025 unless both parties agree to extend the MOU in writing.

Appendix P

Intent to Return Form

Informed K12

Appendix Q

Certificated Evaluation Form

MILLBRAE SCHOOL DISTRICT
Final Evaluation Form

NAME SCHOOL _____

GRADE/SUBJECT _____ DATE _____

Teacher Evaluation Criteria are defined in Board Policy.

RATINGS: -Highly Effective
 -Professionally Competent
 -Targeted for Improvement
 -Unsatisfactory

I. <u>PROGRESS OF PUPILS</u>	<u>Highly*</u> <u>Effective</u>	<u>Professionally</u> <u>Competent</u>	<u>Targeted for*</u> <u>Improvement</u>	<u>Unsatisfactory*</u>
A. Evaluation of Students	_____	_____	_____	_____
B. Progress Toward Standards	_____	_____	_____	_____
C. Meeting Individual Student Needs	_____	_____	_____	_____

Commendations or recommendations:

II. <u>INSTRUCTIONAL</u> <u>TECHNIQUES & STRATEGIES</u>	<u>Highly*</u> <u>Effective</u>	<u>Professionally</u> <u>Competent</u>	<u>Targeted for*</u> <u>Improvement</u>	<u>Unsatisfactory*</u>
A. Methods & Techniques	_____	_____	_____	_____
B. Planning & Organization	_____	_____	_____	_____

Commendations or recommendations:

for your students.

*Requires Mandatory Comment

Final Evaluation Form
(Continued)

III. <u>CURRICULUM</u>	Highly* <u>Effective</u>	Professionally <u>Competent</u>	Targeted for* <u>Improvement</u>	<u>Unsatisfactory*</u>
A. Knowledge of Subject Matter	_____	_____	_____	_____
B. Adherence to Curricular Objectives	_____	_____	_____	_____

Commendations or recommendations:

IV. <u>SUITABLE LEARNING ENVIRONMENT</u>	Highly* <u>Effective</u>	Professionally <u>Competent</u>	Targeted for* <u>Improvement</u>	<u>Unsatisfactory*</u>
A. Classroom Control	_____	_____	_____	_____
B. Room Environment	_____	_____	_____	_____
C. Student Relationships	_____	_____	_____	_____

Commendations or recommendations:

Final Evaluation Form (continued)

V. <u>PROFESSIONALISM</u>	Highly* <u>Effective</u>	Professionally <u>Competent</u>	Targeted for* <u>Improvement</u>	<u>Unsatisfactory*</u>
A. Cooperation	_____	_____	_____	_____
B. Professional Responsibilities	_____	_____	_____	_____
C. Professional Growth	_____	_____	_____	_____
D. Parent & Public Relationships	_____	_____	_____	_____
E. Dependability, Initiative and Judgment	_____	_____	_____	_____

Commendations or recommendations:

COMMENDATIONS TO EMPLOYEE:

RECOMMENDATIONS TO EMPLOYEE: (Recommendations will form a partial basis for goals selection during the next school year)

OVERALL RATING: (Circle One) **SATISFACTORY** **UNSATISFACTORY**

*Unsatisfactory overall rating dictates a mandatory program of professional improvement and evaluation during the next school year. Initiation of this improvement program does not preclude the District's right to institute dismissal proceedings pursuant to E.C. 44932.

COMMENTS BY EVALUATEE:

TO EVALUATEE: Please sign to signify that you have seen the completed evaluation form, that it has been discussed with you, and that you understand you have the right to submit a written response within five (5) working days. Your response will be attached to this form.

Evaluatee's Signature

Date

Evaluator's Signature

Date

RESPONSE ATTACHED:

Evaluatee's Signature

Date Attached