

SECOND DRAFT settlement agreement

Settlement Agreement

Between

Santa Maria Elementary Education Association (SMEEA)

and


Santa Maria-Bonita School District (District)

On December 2, 2021, SMEEA filed a grievance alleging a violation, misinterpretation or misapplication of Article 5.12.1 of the parties' Collective Bargaining Agreement (the "Grievance"). The District and SMEEA (jointly, the Parties) seek to resolve the Grievance by this Settlement Agreement. The Parties agree to the following terms:

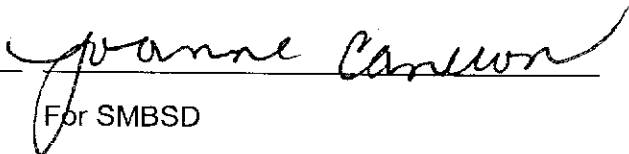
1. It is the shared goal of both SMEEA and the Santa Maria-Bonita School District that all parents and/or guardians participate in the education of their children through student conferences. All families should be encouraged to attend conferences in the fall and the families of students who need additional support, as identified in the CBA, should attend in the spring.
2. Once an evening is designated as an elementary evening conference day pursuant to Article 5.12.1, all parents and guardians should be made aware of the availability of afternoon (during the regular work day) and elementary evening conferences by the administration and by individual bargaining unit members.
3. Both site administration and individual unit members must offer families opportunities to attend evening conferences. Site administrators may communicate the availability of afternoon and evening conferences to parents and guardians in whichever manner they see fit. Unit members have the responsibility to communicate to parents the availability of afternoon and evening conferences.
4. If a parent asks a unit member for an evening conference for the day that has been designated pursuant to Article 5.12.1, the unit member will schedule the conference if a conference time slot is available.
5. While it is our shared goal to communicate with parents as fully and effectively as possible, no Unit Member will be required to participate in more than two hours of evening conferences per conference period, nor shall they be required to be in attendance when they do not have a scheduled evening conference.
6. If the administration and membership at a site so desires, they may schedule evening conferences on more than one evening, but unit members are not required to attend more than one.
7. Throughout the conference period, Unit Members will continue to work a 6.5-hour work day, inclusive of the time spent in evening conferences. During a five-day conference period, for example, the total minimum work hours, inclusive of the minimum days, daytime conference time and evening conference time, will equal 32.5.

8. The Grievance shall be placed in abeyance. On or before June 1, 2023, the Parties will review the implementation of this Settlement Agreement to determine whether it has satisfied their interests. If the Agreement has satisfied their interests, the Association will withdraw the Grievance and the matter shall be dismissed. If the Agreement has not satisfied the interests of one or both Parties, and the Parties are not able to come to a new agreement, the Grievance will be taken out of abeyance, and the Parties will contact the Arbitrator and recommence the hearing process.

Agreed by the parties Sept. 16, 2022



For the Association



For SMBSD