

**MURRIETA VALLEY UNIFIED
SCHOOL DISTRICT**

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LABOR AGREEMENT WITH

**MURRIETA EDUCATORS ASSOCIATION
(NEA/CTA/MEA)**

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Murrieta, CA 92562
(951) 696-1219

July 1, 2018 through June 30, 2021
Board Approved – March 11, 2021

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2018-2020

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This is an Agreement made and entered into this 1st day of July 2017, between the Murrieta Valley Unified School District (hereinafter referred to as "District") and the Murrieta Teachers Association (MTA/CTA/NEA) Chapter of the California Teachers Association (hereinafter referred to as "Association.") The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the District and the Association.

ARTICLE 1 RECOGNITION

1.1 The District recognizes the Murrieta Teachers Association (MTA) as an affiliate of the California Teachers Association (CTA) and the National Educators Association (NEA) for the purpose of the Rodda Act as the exclusive representative for all classroom teachers and non-management certificated personnel with the following exceptions:

- | | | |
|--------------|-------------|---------------------|
| Coordinators | Counselors | District Librarians |
| Substitutes | Supervisors | |

ARTICLE 2 TERM OF AGREEMENT

2.1 The Articles and provisions contained herein constitute a bilateral and binding agreement between the District and the Association.

2.2 This agreement shall remain in full force and effect from July 1, 2018 until June 30, 2021, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate the Agreement.

For 2019/2020 and 2020/2021, each party may open two articles for negotiation in addition to Article 6, Salaries and Article 7, Fringe Benefits for a total of six (6) articles.

Articles relating to the inclusion of Nurses, School Psychologists, Speech Pathologists, Child Development Teachers, and Family Services Lead into the Bargaining Unit will be ongoing until June 30, 2019 unless either party request an additional year passed on the bargaining unit needs by May 15, 2019.

ARTICLE 3 DISTRICT RIGHTS

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the Agreement and the law.

3.3 The District reserves the right to determine whether or not an emergency exists and to take appropriate remedies and actions that directly relate to the resolution of the emergency.

ARTICLE 4**EMPLOYEE AND ASSOCIATION RIGHTS**

- 4.1** Association business, discussions, and activities may be conducted by bargaining unit members or union officials on district property, whenever:
- 4.1.1** An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
 - 4.1.2** The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of bargaining unit members, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a union representative.
- 4.2** The Association may use the school mailboxes and staff workroom bulletin boards and other means of communication subject to the following conditions: **(a)** all postings for bulletin board or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Association president; **(b)** a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and, **(c)** if the Association continually posts or distributes information which is derogatory or defamatory of the District or its personnel, the District may remove the right to post or distribute for a period of one full semester.
- 4.3** Reasonable access will be provided the Association to duplicating equipment, as long as its use does not interfere with the production of materials for the educational program or administrative functions of the District. The Association will reimburse the District at the same rate as the public for the use of the equipment.
- 4.4** The Association may exclusively receive time off from duties for the processing of grievances past the Informal Level of the grievance procedure, Article 19 herein, for bargaining unit members who are designated as Association representatives, subject to the following conditions:
- 4.4.1** By no later than fifteen (15) days following the signing of this Agreement, the Association will designate in writing to the Assistant Superintendent for Human Resources, two bargaining unit members who are to receive the time off;
 - 4.4.2** Within fifteen (15) days of the signing of this agreement and within two (2) days of any changes the Association will provide written notification to the Assistant Superintendent a list of all Association officers to include, but not be limited to president, vice-president, secretary, treasurer, directors, and grievance representatives. It is recognized that any MTA member, who for whatever reason becomes a non-MTA member, can no longer be an Association officer/representative or represent the Association in any way.
 - 4.4.3** Twenty-four (24) hours prior to release from duties for grievance processing the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and,
 - 4.4.4** That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond the Informal Level, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 4.5** The District shall, at no charge, furnish the Association with one copy of any official budgetary documentation that is available in the district; however, the Association will reimburse the District for the cost of reproduction of subsequent copies.
- 4.6** The District shall furnish the Association with access to the placement of personnel on the respective salary schedules.

4.7 President Release

The parties recognize that it is to the advantage of the District, the Association, and the community for the President to take an active role to foster a positive work environment for employees and a positive learning environment for students. The parties also understand the importance to build a positive, collaborative, and pro-active problem solving approach to issues. The Association President shall be released from his/her regular duties in the District and classified as a Teacher on Special Assignment.

- 4.7.1** The District shall pay for all health and welfare costs up to the cap for the President, as well as all statutory benefits that are paid by the District on behalf of all other certificated bargaining unit members.
- 4.7.2** It is understood that the Association President shall have access to all District sites. The President must abide by all District policies and site procedures as it relates to visitors on campus including, but not limited to, visitor sign in processes and assurances of not disrupting the educational process. The Association President will provide the appropriate principal or supervisor with relevant information after each site visit.
- 4.7.3** The Association President shall have the right to return to the site and position from which he/she was assigned previous to release up to a maximum of two (2) consecutive years, and have the right to return to their previous site up to a maximum of six (6) consecutive years. He/she will also have the option of putting in a transfer request. The District shall pay the president the same salary and fringe benefits he/she would have received without loss of seniority, salary, step increase, or benefits.
- 4.7.4** As part of the released time assignment, the Association President may be required by the District to provide up to twenty-five (25) days, or equivalent hours of service of mutual interest and benefits to the Parties as jointly determined by the President and the Superintendent or designee. Such services may include conducting information meetings concerning professional growth, developing ways to assist non-permanent unit members, attempting to resolve reported conflicts of certificated employees at the earliest and most informal level, assisting with the recruitment of new teachers, representing the District and Association at appropriate out of district functions, gathering data for use of both Parties in the negotiation process, developing and presenting in-services to district employees on agreed upon topics. No additional compensation shall be provided for these services.
- 4.7.5** Joint communications will be developed and distributed within 10 days when requested by either party. These communications can come after events such as negotiation sessions, contract review meetings, etc. The Association President or designee and the Superintendent or Designee will sign the joint communication.

4.8 The District agrees to set aside one day per month for Association business between the hours of 3:30 p.m. and 6:00 p.m.

ARTICLE 5	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS
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- 5.1** 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 unified membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 5.2** Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general

assessments, payable to the Association in one lump sum cash payment. In the event that a unit member shall not pay such a fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 (or 87834) and in the same manner as set forth in section 5.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. Payment of such fee shall be a condition of continued employment.

5.3 Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before October 15 of each year. (For example: Murrieta Fire Protection District)

5.3.1 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 5.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of sections 5.1 and 5.2 of this Article. Evidence shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

5.3.2 Any unit member making payments as set forth in sections 5.3 and 5.3.1, above, and who requests that the grievance or arbitration provisions of this Agreement be used on his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

5.4 With respect to all sums deducted by the District pursuant to sections 5.1 and 5.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 6	SALARIES
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6.0 The parties agree that a collaborative approach to total compensation development is in the best interest of the District and MTA. A total compensation approach will tie employee compensation to district revenue, be based on the District's ability to pay and implement a wealth/deficit sharing concept. To that end, parties agree that:

6.0.1 When requested by either party, an ad hoc committee composed of representatives from the District and MTA will meet to jointly study all elements of total compensation to identify available resources for negotiations.

6.0.2 Both parties agree that total compensation will be a product of, but not limited to, the following elements:

- a. Local Control Funding Formula
- b. State funded cost of living adjustment (COLA)
- c. Employee benefits
- d. Financial impact of retirees
- e. Statutory benefit costs
- f. Step and column costs
- g. Longevity costs
- h. Growth

6.0.3 Parties recognize that state funded COLA is for the purpose of the off-setting the District's increased cost of doing business, including salary increases, step and column advances, increase in fringe benefits, statutory costs, and increased costs of new and continued program operation.

6.1 Bargaining unit members covered by this Agreement will be paid salaries as provided in the Murrieta Valley Unified School District Certificated Salary Schedules as provided in the attached Appendix A (*effective 07/01/2018*), and as augmented by Extra-Duty Stipend Schedule in the attached Appendix B.

6.1.1 For 2020-2021, all unit members in a paid status at the time of February 4, 2021 will receive a 3% one-time, off-schedule payment based on their 2020-2021 base salary schedule placement, not including extra duty or overtime. The District and the Association agree to return to Adhoc (March 2021) to discuss the recommendation of the January Governor's 2021-2022 Budget proposal, District reserves, budget, and multi-year projections for 2021-2022 negotiations.

The district agrees to receive input from the Association during the Spring budget development process so that total compensation interests for the Association are considered at the onset of the budget development process.

6.2 INITIAL PLACEMENT

6.2.1 Bargaining unit members may be given up to seven (7) years of credit for initial placement.

6.2.2 Teaching experience will only count toward initial salary placement if all of the following requirements are met; however, the Superintendent reserves the right to waive these limitations. This waiver shall be made by the Superintendent.

6.2.2.1 Bargaining unit member was in possession of a valid certificated credential that would authorize them to serve on a regular basis in California or another state,

6.2.2.2 The school employed six (6) or more teachers,

6.2.2.3 The school had fifty (50) or more students,

6.2.2.4 The school required the employee to work five (5) or more hours per day,

6.2.2.5 The school had an administrator that conducted evaluations of certificated staff members on an annual or biennial basis,

6.2.2.6 The number of days worked in any given school year were in excess of 135,

6.2.2.7 Verification of the above is the responsibility of the bargaining unit member to obtain, using approved district forms and procedures.

6.2.3 Credit toward initial salary placement or advancement on the salary schedule begins with the Bachelor's Degree. Only units earned after receipt of the Bachelor's Degree or credits earned as post-baccalaureate taken prior to receipt of the Bachelor's Degree will be used in salary placement. This article or any payment resulting from this article is only effective for bargaining unit members beginning July 1, 1998.

6.2.4 For placement or advancement purposes, units taken in addition to a Master's Degree will count whether they are earned before or after the Master's Degree is earned. This article or any payment resulting from this article is only effective for bargaining unit members beginning July 1, 1998.

6.3 SALARY ADVANCEMENT

6.3.1 Salary placement for the school year shall be made by the Human Resources Office upon documentary evidence that has been received on or before September 15. It is the

responsibility of each bargaining unit member to ensure that verification of prior employment or transcripts of training have been received prior to September 15 in the Human Resources Office. In the event official transcripts are not available prior to September 15, a grade card or a written signed statement from the course instructor will be accepted; however, official transcripts of course work must be in the Human Resources Office no later than November 1.

CLARIFICATION OF COLLEGIATE COURSES TAKEN AT AN ACCREDITED COLLEGE OR UNIVERSITY

1. No lower division course will count towards advancement on the salary schedule unless it is one necessary to meet requirements for a credential in an area of district need or, unless the course provides knowledge and skill in a language other than English that can be used in carrying out assigned duties and responsibilities.
2. Audit courses do not count towards advancement on the salary schedule.
3. Coursework must be in a subject directly and specifically related to education. A maximum of one (1) column advancement per school year will be recognized for this type of coursework completed.
4. Coursework taken specifically related to an Advanced Degree or an approved certificate program will be applied without the one (1) column per year restriction.
5. Work to be taken at a foreign university or college must be approved in advance.
6. No credit will be allowed for work taken in the armed services except for that work taken as regular university or college work at an accredited institution.
7. Bargaining unit members with approval in 6.3.1 must provide the District with official transcripts that show a grade "C" or better, or "Pass" in a Pass/Fail system, or "Credit" in a Credit/No Credit system earned in these courses.

Prior approval by the Superintendent or designee shall be required for all training taken by bargaining unit members for the purpose of column advancement on the District Salary Schedule. (Please see Appendix F.)

6.3.2 An additional year shall be defined as having taught under contract full-time for a minimum of 75% of the specified duty days. However, no employee can earn more than one (1) year of service credit in any school year beginning with the 1990-91 school year.

6.3.3 Bargaining unit members who work part of a school year for this District shall be given pro-rated years credit. When such credit accumulates to 75% or more of a full year of service the bargaining unit member shall be advanced one step on the next school year's salary schedule.

6.3.4 Longevity Steps.

STEP 19 = 11 years of, full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance with the definition of "Allowable Necessity" contained in Appendix F "Definition of Terms."

STEP 22 = 14 years of, full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance with the definition of "Allowable Necessity" contained in Appendix F "Definition of Terms."

STEP 25 = 17 years of, full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance

with the definition of "Allowable Necessity" contained in Appendix F "Definition of Terms."

STEP 28 = 20 years of, full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance with the definition of "Allowable Necessity" contained in Appendix F "Definition of Terms."

6.3.5 English Learner Authorization.

Effective 7/1/10, an English Learner (EL) authorization will be required for step and column advancement on the current certificated salary schedule. Article 6.3.1 will be recognized for teachers who acquire an English Learner authorization after the start of a new fiscal year.

6.4 ADDITIONAL COMPENSATION

- 6.4.1** a. Compensation for Summer and/or Home Teaching by regular bargaining unit members, and any extra-duty outside of the stipends (Appendix B) that are beyond contract requirements shall be paid at the bargaining unit member's hourly rate as follows: Teachers are not to exceed Step five, Column C (5-C) of the current certificated salary schedule (Appendix A). Nurses, Psychologists and Speech and Language Pathologists shall not exceed their hour rate up to Step 4 of the current salary schedule (Appendix A2a-c). Child Development Teachers shall not exceed their hourly rate up to Step five, Column C (5-c) of the current salary schedule (Appendix A3-8).
- b. Four Hour Summer School: Compensation for summer school by regular Association members will be paid at a rate of 4.5 hours per a.m. or p.m. session which includes four (4) hours of instructional time, one (1) 15 minute uninterrupted break, and one (1) 15 minute prep time daily. Association Members will be paid at the Association Member's hourly rate, not to exceed step 5, column C. Prep time is at teacher's discretion.
1. Summer School Teachers may be required to attend a pre-summer school staff meeting not to exceed 2 hours.
 2. If the number of applicants exceeds the number of open positions, the Summer School Administrator will offer an interview to those Association members who have applied for a Summer School position.
 3. If two or more applicants apply and are equally qualified, the Association Member with the greatest seniority shall receive the position.
 4. If an applicant is denied a position, upon request the applicant will receive a written reason for denial.
- 6.4.2** The District has the right, with the consent of the bargaining unit member involved, to contract with an individual teacher to work more than the 184 days scheduled in order to meet Year-Round Education needs of the district. Such services will be paid at the bargaining unit member's per diem rate.
- 6.4.3** Bargaining unit members assigned a teaching period or substituting during their prep time will be compensated at their daily rate proportional to the number of teaching periods in the schedule
- 6.4.4** Compensation for extra-duty assignments are as provided in Appendix "B."
- 6.4.5** All Academic Stipends, with the exception of department/grade level leaders (as defined in 8.10), are assigned on a year to year basis. Positions will be reviewed on an annual basis and will continue and be renewed for the following year based upon receipt of a year-end

satisfactory extra-duty/stipend assignment evaluation. Please see "Extra-duty Stipend Language" in Appendix B for additional provisions/limitations.

All district apportioned athletic coaching stipend positions will be reviewed and distributed annually with oversight by the program head coach, athletic director and principal.

- 6.4.6 Essential trainings that teachers opt to attend outside the teacher duty day calendar will be compensated at \$30 per hour/\$210 per day. Essential trainings are mandated trainings directly related to the implementation of the adopted grade level curriculum. Essential training would include California State Standards training, district units, textbook adoption training, and core mandated supplementary material trainings.

Teachers working off-track on programmatic curriculum and or instructional program/project activities will be paid at the daily, non-emergency credentialed teacher substitute rate.

When trainings are posted/communicated, the pay rate will be included along with the description.

6.5 ADULT EDUCATION TEACHERS

- 6.5.1 Adult Education positions are open and competitive course by course and/or session by session.

- 6.5.2 District teachers shall be given first consideration for Adult Education positions.

- 6.5.3 Effective 07/01/09, Adult Education teachers will be paid a flat pay rate of \$30 per hour.

- 6.6 **PART-TIME TEACHERS.** Bargaining unit members who were employed as a high school teacher as of 7/1/00 on a part-time contract will be grandfathered at their current percentage of salary. Any change to the contract percentage as of 7/1/00 requires their salary to be adjusted to the current percentage in force. (This is only in the case of a seven-period day, as above.)

- 6.6.1 The salary for a bargaining unit member new to the district on or after July 1, 2000 working in a part-time position will reflect the current percentage in force.

- 6.7 **TEMPORARY AND SUBSTITUTE TEACHER ASSIGNMENT.** The District shall assign substitute and temporary teachers pursuant to statutory and contractual agreements. The District and Association agree to review all assignments at regularly scheduled Contract Review Meetings.

6.8 ALTERNATIVE INSTRUCTIONAL ASSIGNMENTS

- 6.8.1 **Independent Study Assignment –** Additional traditional independent study assignments administered through Tenaja Canyon Academy using a master agreements for all subjects over and above the bargaining unit member's contract that are less than full-time shall be paid at a rate of \$50 per student per week assigned. Acceptance of additional students is voluntary.

- 6.8.2 **Online/Asynchronous Instructor Led Assignment Teaching District Curriculum –** Teachers voluntarily accepting District or non-district students who are not part of an FTE assignment for online asynchronous teacher led instruction with District Curriculum taught through the District Learning Management System will be paid a flat rate of \$200 per student per semester. Half the salary payment will occur within 60 days after the assignment is approved and students begin coursework. The remaining half salary will be paid within 60 days of successful course completion by the student.

- 6.8.3 **Online/Asynchronous Self-Study Assignment with Non - District Curriculum –** Teachers voluntarily accepting District or non- district students who are not part of the FTE assignment for online asynchronous self-study with non-District Curriculum taught through a vendor

license will be paid a flat rate of \$50 per student managed with payment occurring 60 days after successful course completion by the student.

- 6.8.4 Online/Live Synchronous Instructor Led Assignment with District Curriculum –** Teachers voluntarily accepting District or non-district students who are not part of an FTE assignment for online/live asynchronous teacher led instruction with District Curriculum taught through the District Learning Management System will be paid a flat rate of \$200 per student per semester. Half the salary payment will occur within 60 days after the assignment is approved and students begin coursework. The remaining half salary will be paid within 60 days of successful course completion by the student.

6.9 SPEECH AND LANGUAGE PATHOLOGIST ADDITIONAL COMPENSATION

- 6.9.1 Extended School Year –** Speech and Language Pathologists shall not be required to work “Extended School Year” (ESY). If Speech and Language Pathologist services are needed for ESY, Speech and Language Pathologists may volunteer to provide coverage and compensation shall be paid per Article 6.4.1a.

- 6.9.1a.** If no Speech Language Pathologist volunteer for ESY coverage, Speech Language Pathologists will be assigned on a rotating basis by the lead SLPs to work one (1) day of ESY each, per school year and shall be paid per Article 6.4.1a.

ARTICLE 7 HEALTH, WELFARE AND OTHER BENEFITS

7.1 BENEFIT CONTRIBUTION

The District’s annual maximum cap/contribution is \$9,275 (nine thousand two hundred seventy five dollars) on behalf of full-time bargaining unit members and their eligible dependents for employee fringe benefits.

This dollar amount will be used toward the following list of mandatory benefits:

- 7.1.1** Health and major medical insurance
 - 7.1.2** Dental insurance
 - 7.1.3** Vision insurance
 - 7.1.4** Life insurance (employee only)
 - 7.1.5** Accidental Death and Dismemberment
 - 7.1.6** Orthodontia
- 7.2** As allowable by applicable rules and regulations, effective 7/1/09, bargaining unit members may opt out of 7.1.1 (Health and major medical insurance), without the loss of entitlement for other benefits under Article 7.1. Proof of coverage for other group insurance will be required in order to opt out of Health and major medical insurance.
- 7.3** Bargaining unit members on board-approved, unpaid leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leave upon monthly reimbursement of prepayment to the District.
- 7.4** Bargaining unit members on Board-approved, paid or partially paid leaves of absence shall continue to receive full or pro-rated (commensurate with salary proportion) insurance coverage without interruption to be paid by the District.
- 7.5** Beginning October 1, 1992, fringe benefit coverage shall start on the first day of the month following the first day of regular service and will terminate on the last day of the month of regular service.
- 7.6** The District and Association will work together in a District Insurance Committee to explore options to meet all eligible District employees' insurance needs. This committee will include representatives from

all District employee groups. Recommendations made by the District Insurance Committee are subject to negotiations.

7.7 RETIREE HEALTH AND WELFARE BENEFITS

The District will pay the equivalent of the lowest non-catastrophic HMO medical premium (employee only) towards the health and welfare package (health, dental, and vision) as it exists in the year of retirement for full-time bargaining unit members who are at least fifty-five (55) years of age and have ten (10) years of service in the District. Bargaining Unit Members with a hire/seniority date on or after July 1, 2009 will be required to have fifteen (15) years of service in the District to be eligible for benefits under Article 7.7.

Full-time bargaining unit members who are at least fifty-five (55) years of age and have at least five (5) years of service in the District may purchase the District's equivalent to the lowest non-catastrophic HMO medical plan (employee-only) towards the health and welfare package (health, dental, and vision) as it exists in the year of retirement.

Bargaining unit members may include eligible dependents in the plan; however, the cost difference greater than employee-only coverage must be paid by the bargaining unit member.

This benefit will be provided for a period of no more than five (5) years or until the unit member attains Medicare age eligibility; whichever comes first. Full-time bargaining unit members who wish to extend medical coverage beyond the five (5) years above may purchase the HMO medical plan until Medicare age eligibility. In the event of the death of the bargaining unit member, during the retirement benefit coverage, the surviving eligible dependents may continue to participate in the health and welfare package with the cost being incurred by the surviving eligible dependents.

- 7.8** The District shall include the personal property of all bargaining unit members in its insurance coverage for loss, damage, or destruction while on District premises, provided such property has been properly registered. This coverage extends only to personal property itemized in advance of loss or damage on the proper district form and approved by the site administrator.

ARTICLE 8 CONTRACT HOURS AND DUTIES

- 8.1 WORK DAY** – The length of the teacher work day including prep, lunch, relief, and before/after school hours shall consist of seven (7) on-site consecutive hours. The District may require teachers at the elementary and middle school level to work an additional 60 minutes once per week for purposes of Professional Learning communities or for professional development as needed, including up to one sixty (60) minute faculty meeting monthly. Beginning January 2020, teachers will be given 26 hours annually on early-release Mondays for on campus planning and preparation as determined by the individual teacher. This teacher-directed time will be calendared by educational services in collaboration with MEA, and this calendar will be posted on the District website annually, no later than the first workday of each school year.

At the high school, late start days are intended to be used for Professional Learning Communities. Beginning January 2020, the District may require high school teachers to attend one sixty (60) minute faculty meeting monthly and two additional 60-minute meeting monthly for purposes of collaboration, professional learning, professional development, or department meetings. This time will be calendared by educational services in collaboration with MEA, and this calendar will be posted on the District website annually, no later than the first workday of each school year.

At all levels, five hours will be calendared for the annual workplace safety trainings: 2 hours from the August professional development day and 3 additional hours from regularly scheduled meetings in the months of August and September. This time will be calendared by Educational Services in collaboration with MEA, and this calendar will be posted on the District website annually, no later than the first workday of each school year.

- 8.1.1 The length of the psychologist work day including prep, lunch, and before/after school hours shall consist of eight (8) consecutive hours.
- 8.1.2 The length of the speech and language pathologist work day including prep, lunch, and before/after school hours shall consist of eight (8) consecutive hours.
- 8.1.3 The length of the nurse work day including prep, lunch, and before/after school hours shall consist of eight (8) consecutive hours.
- 8.2 **Work Year** – All certificated bargaining unit workday calendars will be reduced by one (1) day beginning with the 2020/21 school year. The length of the work year, beginning in the 2020/21 school year shall be 184 days for returning teachers, 199 days for psychologists, and 194 days for nurses and speech and language pathologists with 180 days of student attendance. The district may require new teachers to attend up to ten (10) additional days prior to the start of the school year. The rate of pay for these additional days shall be at the daily, non-emergency credentialed teacher substitute rate. New teachers are defined, for this purpose, as those that were not employed with the district during the previous year's new teacher in-service.
- 8.3 **Starting Times** - Each site principal with input from the leadership team shall determine the starting times for staff members within legal requirements and exactly equal to the work day as set forth in Article 8.1.
- 8.4 **Prep Period** - Each full-time teacher shall have one period each day to be used self-directed professional activities (*for example*: classroom preparations, parent conferences, and peer consultation.)

Core and departmentalized classroom teachers shall have one of the regularly scheduled instructional periods for this purpose. Teachers with a prep period scheduled on a block day will receive their prep period every other day. Teachers with their prep period scheduled on a daily scheduled period will receive their prep period every day. The site administrator and lead teachers will make their best effort to accommodate the teacher's desire to have their prep period on a block period or a daily meeting period.

Self-contained classroom teachers shall be provided with equivalent time before and/or after the school day for this purpose. A period for purposes of this article is defined as not less than forty-five (45) minutes.

- 8.4.1 **Secondary Special Day Class Teachers** - Secondary Special Day Class teachers, with the exception of specialized classrooms including such classes as severe and behavior as determined by the District, shall be provided a testing/consultation period in addition to the preparation period for the purpose of standardized testing, staff consultation, IEP preparation, IEP meetings, and other related activities.
- 8.5 **Relief/Lunch Period** - Every bargaining unit member shall be entitled to one (1) duty-free, uninterrupted lunch period and two (2) ten minute relief periods each day, which, by mutual agreement, can be combined to one (1) 20-minute relief period or, in the case of departmentalized teachers, one (1) 10-minute relief period and duty-free passing periods. The lunch period shall be equivalent to the student lunch period, or thirty (30) consecutive minutes.
- 8.6 **DUTIES** - The teacher's duties and responsibilities shall be assigned by the principal in accordance with District needs, in such a manner that all teachers within a school have proportionate, although not necessarily identical duties and responsibilities. Teachers shall be responsible for the following duties, without additional compensation, in such areas as:
 - 8.6.1 **Instruction** - Serving on District and school instructional committees, lesson planning, instructional record keeping and reporting.

Instructional record keeping should be updated in a manner that shall allow for reasonable and effective communication with parents regarding student progress.

The District may require more frequent updates of instructional records when the site administrator communicates and issue in writing with the bargaining unit member to improve communication with parents and/or students or specific parents and/or students regarding student progress.

8.6.2 Pupil Supervision - Maintaining orderly conduct, enforcing related laws, rules, and regulations pertaining to student conduct on the school campus during teacher work hours, specific student group supervision assignments on field trips and while engaged in school organization activity programs, some of which may be off the school campus and beyond the normal workday, examples of which are: supervision of dances, athletic events, sponsorship of student groups and public presentations by students.

8.6.3 Communication – Teachers shall communicate with parents and/or colleagues in one or more of the following ways:

- Responding to parent written communication, telephone calls and meeting with parents to interpret the educational programs and to counsel about program planning;
- conferring with individual parents to review pupil progress;
- participating in faculty meetings;
- coordinated planning among groups of teachers in a single subject area, across subject fields, and in vertical alignment to sequences of pupil development;
- attendance and participation as required in such events as Open House, Graduation, Holiday programs, Advisory Council, and Parent-Teacher meetings.

8.7 NUMBER OF TEACHING CLASS ASSIGNMENTS - The number of teaching class assignments will be determined by the site administrator with input from the lead teacher in the master schedule building process. At the secondary level, each school site will attempt to keep each full-time core academic assignment under four (4) different preps/subjects, excluding self-contained Special Education classes.

8.8 CALENDAR - The District and Association agree to develop a calendar committee for the purpose of developing the school year calendar. The committee will meet to discuss the school calendars and reach a consensus for recommendations to the Board of Education for approval by February 1. The committee shall develop multi-year school calendars (minimum of two consecutive years).

8.9 DEPARTMENT/GRADE LEVEL CHAIRPERSONS, LEAD TEACHERS

The leadership team may be comprised of department, grade level or programmatic coordinator/ teachers to support the function of shared leadership. The principal will submit a list of candidates qualified for dept./grade level chairs to each department/grade level by May 1st. These positions shall be selected for the list by a vote from the teachers in the department or grade level for the two-year term. Chairpersons or lead teachers shall be required to have permanent status and a satisfactory evaluation, and at the secondary level shall be qualified to and teach in at least one of the areas of the department that he/she chairs. If no qualified permanent teachers volunteer or are available, a probationary teacher may be recommended or appointed by the principal to serve as a grade level or lead teacher. It is the preference that grade level and department chairs not be PLC facilitators or site council members. At the secondary level, each teacher who works in the department shall have one (1) vote. At the elementary level, combination class teachers shall have a vote at each grade-level taught. Selection will occur by the last day of the selection year to begin July 1 of the next school year. Mid-term vacancies will be filled following the same process to complete the two-year term. Chairpersons or lead teachers are subject to removal by the department through a vote of no confidence. Selected chairpersons or lead teachers are subject to removal by administration upon receiving a less than satisfactory stipend evaluation.

8.9.1 Duties -- Department/Grade Level Chairpersons or Lead Teachers shall work in conjunction with the Principal or designee as members of the leadership team in creating, proposing, and reviewing all school site goals (school site goals must support District goals), grade level and department configurations and class sizes, and academic stipends to be funded. The leadership team shall have input in developing a plan for expenditures of all site funds, and this plan shall be shared with the School Site Council.

Based on consensus or majority viewpoint of the affected unit members, the major duties of these positions include but are not limited to:

1. Coordinate department operations.
2. Provide leadership in curriculum development and instructional techniques.
3. Develop a departmental or grade level budget in support of site and District goals.
4. Recommend the ordering of materials, supplies and equipment, and review expenditures on a monthly basis.
5. Propose in-service activities in support of site and District goals.
6. Active involvement in the development of the master schedule, and room assignments.
7. Coordinate the establishment of the department's class offerings and course content.

The Department/Grade Level Chairperson /Lead teacher and Teacher on Special Assignment shall not act in an administrative capacity related to the evaluation of the unit members or discipline of unit members.

8.9.2 A committee of teachers shall be formed at each elementary site and at each elementary grade level to recommend the structure of classes for the following year with the goal of balancing classes as regards to the gender, achievement levels, learning styles/behavior, Special Program placement and attendance history of students. At the secondary level, department and/or grade level chairs will provide input into the development of the master schedule as specified in 8.10.1.

8.9.3 RTI

1. Leadership teams, to include a Special Education representative, shall provide input into site Response to Intervention (RTI) Models.
2. Class size upper maximums shall not be exceeded with RTI models.
3. Concerns regarding RTI groupings can be forwarded to Association Directors.

8.10 SHARED AND PART TIME CONTRACT

8.10.1 a. A "Shared Contract" is defined as two teachers sharing one position for a term of one contract year.
b. A "Part Time" employee is a teacher who teaches less than 100% contract and is not sharing a contract.

8.10.2 Teachers in a Shared Contract must be approved by site administration and must be tenured. This decision not subject to grievance.

8.10.3 Both teachers in a "Shared Contract" must:

8.10.3.1 be credentialed for the specific position to be assigned.

8.10.3.2 attend scheduled Back to School Night, Open House, and parent conferences.

8.10.3.3 submit duty day calendars annually to the Principal outlining the days that will be worked. This calendar should include the identification of which teacher will attend professional development days, and staff/professional learning community days within the school year. When the calendars are submitted, the principal may request that staff to attend professional development days on designated non-student calendar work days, and teachers will be compensated per Article 6.4.6.

8.10.3.4 provide the principal with assurances that articulation and joint planning is taking place on a regular basis.

8.10.4 Bargaining unit members on a part-time or shared contract program may be returned to full-time employment the following year if a full-time vacancy for which he/she is credentialed exists and will be placed pursuant to contract and statutory regulations.

8.10.5 Benefits

8.10.5.1 Bargaining unit members involved in the job share may agree to substitute at the current substitute pay rate for each other to promote program continuity.

8.10.5.2 Each shared contract carries only one set of employee benefits. The parties involved may purchase or waive their pro-rated benefits package as allowed by the carrier. EXAMPLE: If both bargaining unit members need insurance, each must pay their pro-rated share. If only one employee needs the insurance, one would waive and the other would receive the full negotiated benefits package as allowed by the carrier.

ARTICLE 9	SCHOOL SITE COUNCIL (SSC)
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The School Site Council (SSC) establishes and maintains continual communication regarding the district's goals and core curriculum as well as each school's needs and plans a program that can enable students to succeed in that curriculum. It is also the responsibility of each SSC to do everything possible to keep the program responsive to changing needs and priorities of the District and school site.

9.1 Duties / Roles of the School Site Council

The duties of the School Site Council include but are not limited to:

1. Develop and approve the Single Plan for Student Achievement (SPSA) for the site.
2. Develop a plan with the review, certification, and advice of any applicable school advisory committees and leadership team.
3. Disbursement of site funds which are consolidated into the SPSA.
4. Review of site plan for expenditure of discretionary funds.
5. Aligning the content of the plan with the school's goals for improving student achievement.
6. Gather and interpret data in development of school goals.
7. Address how funds are used to improve the academic performance of all students to the level of the performance goals.
8. Review and update the SPSA annually, including proposed expenditures of funds allocated to the school for disbursement by the School Site Council.
9. Submission of the SPSA by the SSC chair for approval annually to the Board of Education.
10. Review bylaws annually and revise as needed.
11. Participate in annual training arranged by the District and Association.
12. Follow Education Code and guidelines provided by the California Department of Education.

9.2 Election of School Site Council Members

The selection of School Site Council members is determined by ballot amongst their peers. All elections will be for 2-year terms.

Elections will occur within 20 days of the end of the prior school year. Once established, the School Site Council will elect a chairperson from its members, not to include the principal.

9.3 Composition of School Site Council Members

Elementary:

1. 10 member minimum, if all categories are represented.
2. ½ staff, and ½ parents / community members.
3. Staff includes: principal, majority of classroom teachers, other staff.

Secondary:

1. 12 member minimum, if all categories are represented.
2. ½ staff, and ½ parents / community members and students elected by their peers (optional at middle school level).
3. Staff includes: principal, majority of classroom teachers, other staff.

If Education Code and/or guidelines for School Site Councils are altered, applicable corresponding sections shall be deemed null and void. This Article is not subject to the grievance process outlined in this collective bargaining agreement but shall be subject to uniform complaint procedure guidelines.

ARTICLE 10 LEAVE PROVISIONS

The benefits which are expressly provided by this section, Article 10.0, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 20. All leave provisions are subject to verification.

10.1 PERSONAL ILLNESS AND INJURY LEAVE

- 10.1.1** Full-time bargaining unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Bargaining unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time bargaining unit member in a comparable position.
- 10.1.2** After all earned leave as set forth in 10.1.1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 10.1.4 below are met. The amount deducted for leave purposes from the bargaining unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five-month period shall begin on the eleventh (11) day of absence due to illness or injury.
- 10.1.3** If a bargaining unit member does not utilize the full amount of leave as authorized in Article 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 10.1.4** Upon request by District management, a bargaining unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If the illness or injury exceeds twenty (20) consecutive days, the District may require a certified medical specialist to visit the bargaining unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the bargaining unit member, may refuse to grant such a leave. If requested by the District management to furnish a medical doctor's authorization, bargaining unit member shall submit said authorization upon returning to work.
- 10.1.5** Whenever possible, a bargaining unit member must contact the designated District Office personnel as soon as the need to be absent is known, but no later than ninety (90) minutes prior to the bargaining unit member's starting time, in order to permit the employer time to secure a substitute. Failure to provide adequate notice may be grounds for denial of leave with pay.

- 10.1.6 A bargaining unit member who is absent for one-half day or less may have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day may be deducted from accumulated leave.
- 10.1.7 A bargaining unit member may not be allowed to return to work and may be required to pay the cost of the substitute secured if the bargaining unit member fails to notify the District of the bargaining unit member's intent to return to work prior to the close of the bargaining unit member's preceding workday, and such failure results in a substitute being secured.
- 10.1.8 Each bargaining unit member may request notification of the accumulated leave by September 30th of each school year.

10.2 PERSONAL LEAVE

- 10.2.1 A bargaining unit member shall be entitled to charge ten (10) days of unused sick leave per school year to be used for any purpose which such bargaining unit member deems sufficiently important to absent himself/herself from his/her duties. A bargaining unit member shall notify his/her principal/supervisor twenty-four (24) hours in advance of taking such leave, unless an emergency makes such advance notification impossible. In no event, however, shall a bargaining unit member be required either to secure permission before utilizing such leave or to explain the purposes for which such leave was used.
- 10.2.2 Personal leave days shall be charged to a bargaining unit member's unused sick leave account.

10.3 BEREAVEMENT LEAVE

- 10.3.1 A bargaining unit member shall be entitled to a maximum of five (5) days leave of absence, or seven (7) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family. The bargaining unit member shall make every effort to comply with District notification procedure to enable the District to secure a substitute.
- 10.3.2 For purposes of this provision, an immediate family member shall be limited to husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the bargaining unit member.

10.4 LEAVE FOR PREGNANCY DISABILITY

- 10.4.1 Bargaining unit members are entitled to use sick leave as set forth in Article 10.1.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the bargaining unit member and the bargaining unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the bargaining unit member by a physician appointed by the District.
- 10.4.2 Bargaining unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Articles 10.1.1 has been exhausted. The date on which the bargaining unit member shall resume duties shall be determined by the bargaining unit member on leave and the bargaining unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the bargaining unit member by a physician appointed by the District.

- 10.4.3** The bargaining unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.5 PAID CHILD BONDING LEAVE

PAID LEAVE

- 10.5.1** Bargaining unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the bargaining unit member's child, or the placement of a child, through either adoption or foster care, with the bargaining unit member as provided by the California Family Rights Act (CFRA).
- 10.5.2** Pursuant to Education Code section 44977.5, if a bargaining unit member exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the twelve (12) week period. Consistent with the CFRA, if both parents work for the District, only one twelve (12) week period is available under this subsection in a twelve (12) month period.
- 10.5.3** For the birthing parent, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
- 10.5.4** For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.
- 10.5.5** Such leave requests shall be in writing and submitted to Human Resources at least thirty (30) days in advance, except in the case of emergency, so that the District can make adequate staffing arrangements.

UNPAID LEAVE

- 10.5.6** Leave without pay or other benefits may be granted to a bargaining unit member for preparation for child bearing and for child rearing/bonding.
- 10.5.7** The bargaining unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the bargaining unit member wishes to begin and end the leave without pay.
- 10.5.8** The determination as to the date on which the leave shall begin and the duration of such leave shall be made in consultation between the bargaining unit member and the Superintendent or designee after considering the needs of the District and the bargaining unit member. The duration of such leave shall consist of not more than thirty-six (36) consecutive months.
- 10.5.9** If a teacher is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the bargaining unit member may request an immediate assignment to a unit position. If there is a vacancy for which a bargaining unit member is qualified, the District will assign the bargaining unit member to a position as soon as practicable.

10.6 INDUSTRIAL ACCIDENT LEAVE

- 10.6.1** Bargaining unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984, for personal injury which has qualified for Workers' Compensation under the provisions of the State Compensation Insurance Fund.

- 10.6.2** Such leave shall not exceed sixty (60) days, during which the schools of the District are required to be in session or when the bargaining unit members would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 10.6.3** The District has the right to have the bargaining unit member examined by a physician designated by the District to assist in determining the length of time during which the bargaining unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 10.6.4** For any days of absence from duty as a result of the same industrial accident, the bargaining unit member shall endorse to the District any wage loss benefit check from the Western Riverside Self-Insurance Program for Employers Workers Compensation Fund, which would make the total compensation from both sources exceed 100 percent of the amount the bargaining unit member would have received as salary had there been no industrial accident or illness. If the bargaining unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the bargaining unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the bargaining unit member.

10.7 JUDICIAL LEAVE

- 10.7.1** Bargaining unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the bargaining unit member. The bargaining unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave as a witness. Bargaining unit members shall not be granted judicial leave with pay for any matter in which the bargaining unit member is an adversary to the District.
- 10.7.2** The bargaining unit member, while serving jury duty, will receive pay in the amount of the difference between the bargaining unit member's regular earnings and any amount received for jury service.

10.8 SABBATICAL LEAVE

- 10.8.1** After completing seven (7) consecutive full school years of service, a bargaining unit member will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods or separate quarters provided that such is commenced and completed within a three-year period.
- 10.8.2** Applicants for sabbatical leave must submit their request on the appropriate form by no later than March 15, of the school year preceding the school year in which the leave is requested.
- 10.8.3** Subsequent to the Superintendent's recommendation, the Board of Trustees may grant leave based on:
- a.** the financial status of the District; and
 - b.** the benefit of the proposed leave to the educational process.
- 10.8.4** Bargaining unit members on sabbatical leave will receive one-half of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the bargaining unit member not been on leave. No other compensation, benefit, or seniority credit will be granted to those on leave, except that the bargaining unit member will be entitled to return to a position comparable to that which was held at the time of granting of leave.
- 10.8.5** Terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to: an indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation to a post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one-half year leave; the

description of the sabbatical program; and appropriate reporting procedures as may be designated by the Superintendent.

10.9 RELIGIOUS LEAVE

10.9.1 Each bargaining unit member shall be entitled to use one (1) day of sick leave to observe the most significant religious holiday of his/her faith, if the day of observance occurs on a workday.

10.10 OTHER LEAVES WITHOUT PAY

10.10.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority, or tenure credit may be granted for a period of one school year for the following purposes: Peace Corps, care for a member of the immediate family who is ill, long-term illness of the bargaining unit member, service in an elected public office, or professional study or research.

10.10.2 The applications for and granting of such leaves of absence shall be in writing. In addition, a bargaining unit member on such leave shall notify the District Human Resources Office by March 15 of the school year as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

10.11 **EMERGENCY LEAVE** - Leave for unforeseen emergencies, a bargaining unit member who is absent for less than one-half day during the work day may use hourly leave if site coverage is available and approved by the Principal or designee prior to taking leave. One hour absences equals one hour of leave, two-hour absence equals two hours of leave; more than two hours up to 3.5 hours equates to half day leave. A bargaining unit member who is absent for more than 3.5 hours will be docked a full day of leave.

A bargaining unit member who is absent from work is responsible for the content and implementation of information and materials presented and discussed.

ARTICLE 11 ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

11.1 DEFINITION OF TERMS

11.1.1a **Elementary Assignment.** An assignment is the work site, grade level, or subject area to which a bargaining unit member is legally authorized by the Commission on Teacher Credentialing to fulfill his/her contractual duties.

11.1.1b **Secondary Assignment.** An assignment is the work site, grade level, or subject area to which a bargaining unit member is legally authorized by the Commission on Teacher Credentialing to fulfill his/her contractual duties.

11.1.1c **Specialized Assignment.** A nontraditional assignment, such as Teacher on Special Assignment, and/or Intervention Teacher.

11.1.1d **Specialized Student Support Personnel** are employees who may be assigned to more than one school site based on student need. MTA identifies the following bargaining unit members under this definition: Nurses, Psychologists, and Speech and Language Pathologists.

11.1.2a **Elementary Reassignment.** A reassignment is the movement of a bargaining unit member from one grade level or specialized assignment to another grade level or special assignment at the same work location.

11.1.2b **Secondary Reassignment.** A reassignment is the movement of a bargaining unit member from one credential/subject area authorization or specialized assignment to another credential/subject area authorization at the same work location

11.1.3 Transfer. A transfer is the movement of a bargaining unit member from one work site to another work site.

11.2 VOLUNTARY TRANSFER AND REASSIGNMENT. When a vacancy exists, as determined by the Superintendent, the following procedures shall be followed:

11.2.1 The District shall provide the opportunity for qualified permanent bargaining unit members to be transferred or reassigned, and may consider applications of probationary bargaining unit members when it is in the best interest of the District as determined by the Superintendent or designee. Refer to 11.2.4 for transfer process.

11.2.2 If two or more applicants apply and are equally qualified, the bargaining unit member with the greatest seniority shall receive said transfer or reassignment.

11.2.3 A transfer or reassignment decision shall not be made arbitrarily, capriciously, or without basis of fact.

11.2.4 The voluntary transfer process shall be conducted using the following steps:

1. The Human Resources Department shall communicate to all teachers identified known vacancies for the upcoming school year at the following minimum intervals:
 - a. March 1st
 - b. April 1st
 - c. April 15th - On the April 15th posting, teachers shall have an opportunity to request consideration for voluntary transfer to a specific position that may become vacant after the April 15th posting and before June 30th.
2. The voluntary transfer form will be attached to each monthly email for all teachers to complete and electronically submit to Human Resources within five, (5) work days.
3. The Human Resources Department will review all forms for credential qualifications being met.
4. The Human Resources Department will email a spread sheet to all Principals no later than the 10th of each month during the voluntary transfer process to conduct the transfer interview process.
5. Site Principals will notify the Human Resources Department the outcome of the voluntary interviews held including any recommendations for transfer. The Human Resources Department will notify all interviewed transfer applicants the outcome of the interview process.
6. The Human Resources Department will email an "offer of voluntary transfer" to selected teachers.
7. Teachers will have three, (3) work days to electronically respond to the voluntary transfer offer accepting or declining.
8. Acceptance of a transfer eliminates the option for further consideration of transfer for the upcoming school year.
9. Vacancies not filled through the monthly transfer process will move to the next applicable process to fill the assignment. This may include involuntary transfer, reassignment and/or an outside hiring process.

11.2.5 If the request is denied, the bargaining unit member may request a written reason for denial.

11.3 INVOLUNTARY TRANSFER AND REASSIGNMENT

11.3.1 The District will consider volunteers before proceeding with an involuntary transfer or reassignment. A transfer or reassignment shall not be made arbitrarily, capriciously, or without basis of fact.

11.3.2 The Superintendent or designee shall give the affected bargaining unit member reasons in writing for the transfer or reassignment.

11.3.3 The bargaining unit member shall be given five (5) contract days notice of an involuntary transfer. The bargaining unit member to be involuntarily transferred or reassigned may request a meeting with the Superintendent within ten (10) days of receipt of the written reason(s).

11.3.4 Bargaining unit members involuntarily transferred after the start of the school year shall be provided three (3) duty-free contract days of preparation for the new assignment. Bargaining unit members involuntarily reassigned after the start of the school year shall be provided two (2) duty free contract days from the new assignment. Unit members may elect to utilize non-contract days for the preparation and will be compensated at the non-emergency daily substitute rate. The District shall provide assistance in movement of the bargaining unit member's materials upon transfer or reassignment.

11.3.5 Any teacher involuntarily transferred or reassigned shall not be involuntarily transferred more than one time during the length of this contract or 3 years, whichever is greater. During the term of the agreement in which an involuntary transfer occurs, teachers involuntarily transferred shall be considered first prior to other transfer applicants for positions at their previous site.

11.3.6 The District will make a reasonable effort to observe experience and seniority, in that order, in maintaining a bargaining unit member's assignment, when it is in the best interest of the District as determined by the Superintendent or designee.

11.4 NOTIFICATION OF ASSIGNMENT. Preliminary notification of assignment for each subsequent school year shall be communicated to each bargaining unit member not later than June 1st of each school year.

11.5 Any bargaining unit member who has a formal Assistance Plan shall not be considered for a transfer.

11.6 Speech and Language Pathologists and Psychologists – Each group shall meet independently and develop a plan for preliminary assignments for the upcoming school year. Each plan shall be provided to the Special Education Executive Director for approval by June 1st. If there is a change in unit member personnel after the original plan has been submitted, the group shall provide an updated plan to the Special Education Executive Director for approval.

11.6.1 If the original or updated plan is not approved by the Special Education Executive Director or designee, the Director shall meet with the individual lead to develop a mutually acceptable plan.

11.6.2 Psychologist Assignments – A Psychologist shall be designated the primary Psychologist at only one school site per school calendar year, with the exception of a site with a total student population of up to 600 students and with a special education population of less than 15%.

11.7 Nurses – Nurses shall meet and develop a plan for preliminary assignments for the upcoming school year. This plan shall be provided to the Executive Director of Student Support for approval by June 1st. If there is a change in unit member personnel after the original plan has been submitted, the group shall provide an updated plan to the Executive Director of Student Support for approval.

11.7.1 If the original or updated plan is not approved by the Executive Director of Student Support or designee, the Director shall meet with the individual lead to develop a mutually acceptable plan.

ARTICLE 12	CLASS SIZE
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12.1 ELEMENTARY SCHOOL (K-5) CLASS SIZE MAXIMUMS

Grades TK-3 In order to protect Grade Span Adjustment revenue, it is necessary to provide flexibility with TK-3 class sizes. The district remains committed to the extent possible to make adequate yearly progress toward Grade Span Adjustment goals corresponding to LCFF. Therefore, TK-3 classrooms at each site will have a maximum student enrollment of 33 with a site TK-3 class size average of 31. The parties agree that this constitutes a collectively bargained alternative to the statutory class size requirements.

It is not the intent of the district to utilize the above language to supersede GSA goals. However, given the current uncertainty regarding district enrollment projections and state of California budget, it is imperative that there is flexibility at the TK-3 level district wide.

* District has twenty (20) days to remedy over-maximum classes

Grades 4-5 Beginning with the 2015 – 2016 school year, Article 12.1. as it applies to grades 4 and 5, shall be applied in full.

* Maximum of 35. On 33, place a 3-hour aide or equivalent within ten (10) days

* District has twenty (20) days to remedy over-maximum classes

* Maximum does not include band classes

12.1.1 4th & 5th GRADE TEACHERS

Until further progress is made toward GSA, 12.1.1 regarding the \$600 class account for 4th and 5th grade shall be suspended.

Each 4th and 5th grade full-time, regular classroom teacher shall receive a \$600 class account that may be used for classroom materials and supplies.

The site principal must approve these materials and supplies. The following release time options may be utilized in lieu of a \$600 class account:

- Five (5) days release time for preparation as defined in Article 8.4. Written notification to the site principal must be given two weeks prior to the actual release date and approval by the site principal is required.
- Five (5) days extra-duty pay at the non-emergency substitute rate for activities defined in Article 8.4. Written notification to the site principal must be given two weeks prior to the requested date and approval by the site principal is required.

12.1.2 ELEMENTARY COMBINATION TEACHERS - After sites are provided with initial staffing numbers, the Principal will convene with the site leadership team to discuss grade level class sizes through a shared decision-making process. The site will make every effort to minimize combination classes at the elementary level. However, grade levels are charged with assuring grade levels first fall within or below the class size maximum and averages outlined in Article 12.1.

When a principal and site leadership team determines a combination class is the only available option, a volunteer shall first be sought from the school site. Unless mutually agreed upon, no teacher will be assigned a combination class in consecutive years.

Each full-time, regular classroom combination teacher shall receive a \$600 class account that may be used for classroom materials and supplies. The site principal must approve these materials and supplies. The following release time options may be utilized in lieu of a \$600 class account:

- Five (5) days release time for preparation as defined in Article 8.4. Written notification to the site principal must be given two weeks prior to the actual release date and approval by the site principal is required.
- Five (5) days extra-duty pay at the non-emergency substitute rate for activities defined in Article 8.4. Written notification to the site principal must be given two weeks prior to the requested date and approval by the site principal is required.

12.2 MIDDLE SCHOOL (Grades 6-8) CLASS SIZE MAXIMUMS

The District shall routinely cap maximum class size at 35 with an average of 31 for core classes in grades 6-8. The district will use the following formula to determine compensation for teachers whose combined "core" class sections exceed the average of 31. In the event a teacher has a core class or classes that exceed 35 students, there shall be no compensation provided, unless the combined core class average exceeds 31:

- "# of students over" X \$2.40 = "# X student days exceeding class size average = "# X 95.35% (attendance rate) = Amount to be Compensated.
- The overage formula will be used in unique circumstances when adding staff may not be warranted or possible due to master schedules or disruption considerations. In those unique circumstances where class size averages exceed negotiated limits, the teacher shall be given the opportunity to decline. In cases where class size average exceeds limits, should an alternative placement and/or remedy be unavailable, the District, the Association and the teacher shall meet to mitigate the overage.
- Per the above formula, compensation will only be paid for a combined core class average that exceeds 31. No compensation shall be provided for individual classes exceeding 35. In cases where a single section may exceed 35 and the other sections of the assignment are well under the maximum, MEA and the District will meet to ensure appropriate balancing of sections will occur.
- At the secondary level (6-12), intensive core classes will not be counted towards the teacher's overall class size average.

Maximum of 35 with a class size average of 31 in core classes:

English, Math, Science, Social Science, and Foreign Language

Class sizes will not exceed the number of workstations for elective courses. The number of workstations for each elective course will be determined by the administration with input from the lead teacher. A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course.

In the event an individual teacher's class size average for a middle school site exceeds 31, site administration must distribute students equally to teachers with the same academic curricular assignments.

Class average up to 31 will be maintained as equitably as possible while maintaining the integrity of the overall program.

District has twenty (20) days to remedy over-maximum classes

12.3 HIGH SCHOOL (Grades 9-12) CLASS SIZE MAXIMUMS

The District shall routinely cap maximum class size at 35 with an average of 31 for core classes in grades 9-12. The district will use the following formula to determine compensation for teachers whose

combined "core" class sections exceed the average of 31. In the event a teacher has a core class or classes that exceed 35 students, there shall be no compensation provided, unless the combined core class average exceeds 31:

- “# of students over” X \$2.40 = “#” X student days exceeding class size average = “#” X 95.35% (attendance rate) = Amount to be Compensated.
- The overage formula will be used in unique circumstances when adding staff may not be warranted or possible due to master schedules or disruption considerations. In those unique circumstances where class size averages exceed negotiated limits, the teacher shall be given the opportunity to decline. In cases where class size average exceeds limits, should an alternative placement and/or remedy be unavailable, the District, the Association and the teacher shall meet to mitigate the overage.
- Per the above formula, compensation will only be paid for a combined core class average that exceeds 31. No compensation shall be provided for individual classes exceeding 35. In cases where a single section may exceed 35 and the other sections of the assignment are well under the maximum, MEA and the District will meet to ensure appropriate balancing of sections will occur.
- At the secondary level (6-12), intensive core classes will not be counted towards the teacher’s overall class size average.

For schools on a six-period schedule:

Maximum of 38 effective in core classes:

English, Math, Science, Social Science, and Foreign Language

Class sizes will not exceed the number of workstations for elective courses. The number of workstations for each elective course will be determined by the administration with input from the lead teacher. A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course.

District has twenty (20) days to remedy over-maximum classes

For schools on a seven-period schedule:

Maximum of 35 with a class size average of 31 in core classes:

English, Math, Science, Social Science, and Foreign Language.

Class sizes will not exceed the number of workstations for elective courses. The number of workstations for each elective course will be determined by the administration with input from the lead teacher. A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course.

District has twenty (20) days to remedy over-maximum classes.

12.4 SPECIAL EDUCATION (K-12) CLASS SIZE MAXIMUMS

12.4.1 RESOURCE SPECIALIST - Resource Specialist caseloads shall not exceed 28.

- 12.4.1.1** A Resource Specialist who is the sole provider of services at more than one school will meet with the district administrator of special education and the site administrators to develop a plan for additional staffing when he/she can no longer

meet the level of service required by the Individual Educational Plans (IEP) of his/her caseload.

12.4.1.2 When caseload maximums are exceeded, program support will be added through additional instructional assistance and/or clerical support.

12.4.1.3 It is recommended that Resource Specialists shall not teach more than three academic core class sections and/or study skills classes, unless mutually agreed upon by both parties.

12.4.2 SPECIAL DAY CLASS (SDC) If caseloads and/or class sizes exceed the following maximums, caseloads and/or class sizes shall be examined by the District and affected bargaining unit member to determine what additional staff, instructional support, time, or other assistance is needed:

Elementary (K-3) SDC	14
Elementary (3-5) SDC	15
Middle School and High School (6-12) SDC	18
Severe Disabilities SDC or SH (K-12)	12
Emotional Disturbance/Behavioral Disorders	12
Pre-school	11 Per Session

The District has twenty (20) days to remedy over-maximum caseloads and/or class sizes. The District retains the right to consider factors that may impact the case carrier's assignment. Input from the case carrier will be considered when determining the type of assistance to be given. If caseloads and/or class sizes are unable to be mitigated, the following overage formula may be implemented.

"# of students over" X \$2.40 = X student days exceeding class size and/or caseload maximum
= Amount to be compensated.

The overage formula will be used in circumstances when adding staff may not be possible due to hiring issues or disruption considerations. When caseloads and/or class size exceed limits, should alternative placement and/or remedy be unavailable, the District, the Association, and the teachers shall meet to mitigate the overage.

12.5 SCHOOL NURSE CASELOADS – In order to effectively serve the staff and student population, nurse staffing will be reviewed annually by the District and Lead Nurse to determine staffing needs. The District shall maintain a Nurse to student ratio average of 2,381 students. Assignments will be determined as outlined in Article 11.7.

12.6 SPEECH AND LANGUAGE PATHOLOGIST CASELOADS

In order to effectively serve the population of students who receive educational services, Speech and Language Pathologist staffing will be reviewed annually by the District and the lease SLPs to determine staffing needs for the subsequent year based upon current student needs. The following staffing ratios will determine staffing.

Preschool only:	1:40
Elementary and Elementary with Preschool Students:	1:55
Middle School:	1:70
High School:	1:90

Assignments will be determined as outlined in Article 11.7

For Speech and Language Pathologists that require additional assistance to address overages, support will be determined on a case-by-case basis by the affected SLP, by the Executive Director of Special Education or designee, and the Association SSSP Director. Additional support can include SLPA (Speech Language Pathology Assistant), time, clerical support, a Speech and Language Pathologist

substitute to provide assistance, or other means of support agreed upon by the SSSP Director, with input from the affected Speech Pathologist.

- 12.7 PSYCHOLOGIST CASELOADS** – In order to effectively serve the population of students who receive educational services, psychologist staffing will be reviewed annually by the District and the lead psychologist to determine staffing needs based upon student need at the time of staffing. The District will annually staff using the following districtwide Psychologist to student ratio average of 1:1200. Assignments will be determined as outlined in Article 11.6.

For Psychologists that require additional assistance during the school year to address overages, support will be determined on a case-by-case basis by the affected Psychologist, the Executive Director of Special Education or designee, and the Association SSP Director.

ARTICLE 13 EVALUATION PROCESS AND PROCEDURES

13.1 - PRINCIPLES OF EVALUATION AND ASSESSMENT

13.1.1 The District retains the sole responsibility for the evaluation and assessment of performance of each bargaining unit member, subject to the following procedural requirements. The site administrator (or his or her designee) shall have overall responsibility for the evaluation. If someone other than the site administrator (or designee) is the evaluator, or if the District changes the evaluator, the District shall, within a reasonable time, notify the bargaining unit member. The District shall not request bargaining unit members to evaluate other bargaining unit members.

13.1.2 Discipline and discharge procedures may be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any right a bargaining unit member may have to adequate notice of performance deficiencies and adequate opportunity to improve. Written evaluations shall be communicated using the evaluation form shown in Appendix D-1. Information that may be used in a disciplinary matter and/or included in a negative performance evaluation will be given to the employee in written form using school or district letterhead and be signed by the administrator.

13.2 PROCEDURES FOR EVALUATION AND ASSESSMENT

13.2.1 The District shall evaluate and assess bargaining unit member competency as it relates to each of the following as set forth in Appendix D-2:

- a. Engaging and supporting all students in learning.
- b. Creating and maintaining effective environments for student learning.
- c. Understanding and organizing subject matter for student learning.
- d. Planning instruction and designing learning experiences for all students.
- e. Assessing student learning.
- f. Developing as a professional educator.

13.2.2 The evaluation and assessment of bargaining unit member competency shall not include the use of publishers' norms established by standardized tests.

13.2.3 The District shall not require that lesson planning be done in any particular format or require lesson plans to be turned in on a regular basis unless the bargaining unit member has received notice of a "needs improvement" performance or the site administrator has communicated concerns in writing regarding a bargaining unit member's planning to the bargaining unit member. The District may request a lesson plan to be provided prior to a pre-scheduled observation. This section shall not apply to probationary teachers.

13.2.4 The District shall appoint an evaluator for each bargaining unit member and inform each bargaining unit member to be evaluated of his or her evaluator by the 20th day of service.

The bargaining unit member may thereafter request the District to assign an alternate evaluator, but such a decision rests solely with the District. In the case of bargaining unit members assigned after the beginning of the school year, or in the event of a change in evaluators, such notification shall occur within thirty (30) calendar days of the assignment.

- 13.2.5** The evaluator shall conduct at least two (2) classroom (or other site) observations for temporary and probationary bargaining unit members (and permanent bargaining unit members in “needs improvement” status.) The District shall conduct the first observation by the sixtieth (60th) day of service.

Permanent bargaining unit members in “meets or exceeds expectations” status shall receive no less than one (1) classroom observation during the evaluation year, pro-rated appropriately.

- 13.2.6** In the case of probationary bargaining unit members and permanent bargaining unit members in a “needs improvement” status, and/or on an assistance plan, at least two (2) of such observations shall be pre-scheduled. This provision does not preclude nonscheduled classroom visitations and observations as an additional useful assessment technique, nor does it preclude classroom observations or visitations during a year in which the bargaining unit member is not being evaluated. Any observation which impacts a bargaining unit member’s evaluation shall be written and provided to the bargaining unit member within a reasonable period of time, not to exceed twenty (20) school days. Written classroom observations shall include a notation of date, time in and time out.

- 13.2.7** The evaluator shall provide the bargaining unit member with a copy of the observation report. Either the bargaining unit member or the evaluator may request a conference to discuss the observation and/or observation report prepared by the evaluator. The District will provide copies of observation reports and hold conferences within a reasonable period of time not to exceed fifteen (15) on-track days.

- 13.2.8** Observations shall not be used to harass a bargaining unit member. It is understood between the District and the Association that this section is an evaluation procedural requirement. Comments on the final evaluation may include comments and information from previous observations or other written evidence of bargaining unit member performance as related to Section 2.

- 13.2.9** Summary evaluations shall be in writing on the form attached hereto as Appendix D-1 and a copy thereof shall be transmitted to the bargaining unit member not later than thirty (30) calendar days before the last day of student attendance of the school year. A meeting shall be held between the bargaining unit member and the evaluator to discuss the evaluation, and such meeting shall be held prior to the end of the school year. If the evaluation reflects a “needs improvement” in any area, the meeting will be given priority and held within a reasonable period of time not to exceed twenty (20) school days from the date of delivery of the evaluation form to the bargaining unit member.

- 13.2.10** All probationary bargaining unit members shall receive at least two (2) summative evaluations per year. All permanent bargaining unit members shall receive an evaluation during their third year of service and at least every fifth (5th) year thereafter. Summative evaluations will be written according to the criteria expressed in Appendix D-2. However, the District reserves the right to evaluate permanent bargaining unit members every year.

13.3 ASSISTANCE

- 13.3.1** If the bargaining unit member's final evaluation reflects less than satisfactory performance in any area, he or she shall be evaluated the following year. The evaluator and the bargaining unit member shall meet and design specific recommendations for improvement of the bargaining unit member's performance. This assistance plan shall specifically address identified weaknesses and describe a process for improvement. The length or term of the

Assistance Plan shall be determined on a case by case basis and shall reflect the nature of the assistance required. There shall be a conference at the conclusion of each assistance plan, as well as every six (6) weeks, at a minimum, while an assistance plan is in effect. The District may recommend or require a bargaining unit member who has received written notice of "less than satisfactory" performance to participate in a District provided program designed to improve appropriate areas of the bargaining unit member's performance. No assistance plan shall include a provision for mandatory bargaining unit member participation beyond the bargaining unit member's normal workday.

13.3.2 The Association shall be notified within a reasonable period of time, not to exceed twenty (20) school days of the assignment of a bargaining unit member to an assistance plan unless the bargaining unit member involved specifically requests that the Association not be notified.

13.4 ASSOCIATION REPRESENTATION

13.4.1 The District recognizes the right of representation in employment relations provided under Government Code Section 3543.1 as that section is interpreted by PERB and courts of competent jurisdiction.

13.4.2 It is understood by the District and the Association that this right currently includes the right of a bargaining unit member to have representation in any meeting with a person in a supervisory position which the bargaining unit members reasonably believes may lead to discipline or negative evaluation. Bargaining unit members shall not request and shall not be afforded Association representation at any classroom (or other site) observation.

13.5 REBUTTAL

13.5.1 The bargaining unit member has the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the bargaining unit member's personnel file. If such response is filed, the evaluation document may be modified at the District's discretion.

13.6 The District and the Association acknowledge that unusual circumstances (such as illness of either the evaluator or the bargaining unit member, or emergencies) may prevent compliance with the time limits set forth in this section; however, there will be adherence to the timelines within five (5) on-track days of the end of the unusual circumstances.

ARTICLE 14 TEACHER SUPPORT NETWORK (TSN)

14.1 TSN JOINT COMMITTEE

14.1.1 The Joint Committee shall consist of seven members. Four permanent bargaining unit members appointed by the Association and three administrators appointed by the District.

14.1.2 The Joint Committee shall establish its own meeting schedule. Five members, the majority of whom must be bargaining unit members, shall constitute a quorum; actions of the Joint Committee shall require an affirmative vote of at least five members. Meetings may take place during the regular teacher workday and substitutes shall be provided to release Association members from their other duties. If the committee agrees to extend the meeting hours beyond the regular teacher workday, Association members shall be compensated at the hourly extra-duty rate. Association members shall represent all bargaining unit levels; e.g. one each from high, middle and elementary school levels and one from special services.

14.1.3 The Joint Committee shall be responsible for the following:

Provide annual training for Joint Committee members.

a. Establish its own rules of procedure, including the method for selection of the chairperson.

- b. Select and recommend the panel of consulting teachers to the Governing Board for approval.
- c. Select and recommend to the Governing Board for approval, the trainers and/or training providers for Consulting Teachers, Mentor Teachers, and Joint Committee members.
- d. Provide training for Consulting Teachers and Mentor Teachers prior to participation in the program.
- e. Send written notification of participation in the TSN program to the Referred Participating Teacher, the Consulting Teacher, and the site Principal.
- f. Develop an appropriate list from the panel of Consulting Teachers for selection by the Participating Teachers. The Joint Committee will assign Mentor Teachers for new teachers.
- g. Adopt Rules and Procedures to effect the provisions of this article. Develop forms necessary for Rules and Procedures. Adopted rules, procedures, and forms shall be consistent with the terms of this Agreement. To the extent that rules, procedures, and forms are inconsistent with the Agreement, the terms of the Agreement shall prevail.
- h. Distribute, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members.
- i. Establish and implement a procedure for application and selection as a Consulting Teacher and Mentor Teachers.
- j. Determine the number of Consulting Teachers and Mentor Teachers in any school year, guided by and subject to such factors as the number of Participating Referred and Voluntary TSN Teachers and available funds. The parties agree that in light of the above factors, the number of Consulting Teachers may vary from year to year. Continuation of the TSN program is subject to continued funding.
- k. Approve annual induction plans, assistance plans, release time, and in-service and training opportunities developed by the Program Coordinator.
- l. Review the final report prepared by the Consulting Teacher and make recommendations to the Superintendent/Governing Board regarding participants in the program, including forwarding to the Governing Board the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement. The recommendations of the committee and peer review reports by the Consulting Teachers shall be advisory only for the benefit of the participating teacher and the District.
- m. Evaluate annually the impact of the TSN program in order to make changes to improve the program, including surveys and/or interviews of program participants.
- n. All proceedings and materials related to reports, evaluations, and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers shall disclose such information only as necessary to administer this article or as otherwise required by lawful process.
- o. Joint Committee bargaining unit members may not simultaneously serve as Consulting Teachers or Mentor Teachers.

14.2 REFERRED PARTICIPATING TSN TEACHERS

14.2.1 A Referred Participating TSN Teacher is a classroom teacher with permanent status who receives assistance and support to improve his/her instructional skills, classroom management, knowledge of subject, and/or other relevant aspects of his/her teaching performance, as a result of the issuance of two "Unsatisfactory" ratings in the overall categories one through five (1-5) of the Teacher's Performance Evaluation Form. The form shall align with the Standards and Elements of the California Standards for the Teaching Profession and shall be included in the Appendices section of the labor agreement. Descriptors to be used as basis for establishing ratings shall be included in the Appendix of the Agreement.

14.2.2 The TSN Program expects and strongly encourages a cooperative relationship between the Consulting Teacher, Referred Participating Teacher, and the Principal with respect to the process of teacher assistance and support. The Consulting Teacher may meet with the principal or immediate supervisor to review and discuss the basis for referral to the TSN Program. All communication prior to the final report between the Consulting Teacher and

Referred Participating Teacher shall be confidential and shall not be shared with any others except the Joint Committee.

14.2.3 A Referred Participating TSN Teacher or Consulting Teacher may request a one-time assignment-of-partnership change within the first sixty (60) workdays by submitting the request in writing to the Joint Committee.

14.2.4 The Referred Participating TSN Teacher has the right to request a meeting with the Joint Committee members and/or appropriate administrator throughout these procedures and be represented by the Association representative of his/her choice.

14.3 VOLUNTARY PARTICIPATING TSN TEACHERS

14.3.1 A Voluntary Participating TSN Teacher is a classroom teacher with permanent status who volunteers to participate in the TSN program. Voluntary Participating Teachers are for teacher assistance and support only and the Consulting Teacher shall not document any performance review. A Voluntary Participating Teacher may terminate his/her participation in the program at any time.

14.3.2 A Voluntary Participating Teacher may change his/her Consulting Teacher at any time when requested by either the Voluntary Participating Teacher or the Consulting Teacher, with approval from the Joint Committee.

14.3.3 All communication between the Consulting Teacher and the Voluntary Participating Teacher shall be confidential, and without written consent of the Voluntary Participating Teacher, shall not be shared with any others, including the site administrator and the Joint Committee.

14.4 TEACHER INDUCTION PROGRAM

14.4.1 The TSN Program for first and second year teachers new to the profession, teachers clearing preliminary credentials, and/or for out-of-state teachers with less than five years of classroom experience, will be the District's Teacher Induction Program.

14.4.2 Probationary and temporary unit members not included in the District's Teacher Induction Program may request teacher support and assistance from the TSN Joint Committee. When approved, assistance will be provided by a Consulting Teacher or a Mentor Teacher under the same terms of this article which apply to Volunteer TSN Participants.

14.5 CONSULTING TEACHERS

14.5.1 A Consulting Teacher provides support and assistance to a Participating Teacher pursuant to the TSN program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, with the minimum qualifications:

- (a) Must be a permanent, credentialed, bargaining unit member.
- (b) Must have successfully taught in the Murrieta Valley Unified School District or three of the last five years, spending at least fifty percent of a full-time position providing instruction to students.
- (c) With Association Representative Council approval, the minimum number of years in Article 13.3.1.b may be changed from three to two. Request must be in writing.
- (d) Shall demonstrate exemplary teaching abilities, as indicated by effective communication skills, extensive knowledge and mastery of subject matter, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

14.5.2 Each applicant for the position of Consulting Teacher shall be required to submit

three written letters of reference from individuals with specific knowledge of his/her expertise, as follows:

- a) One recommendation from a site principal or other school district administrator and,
- b) One recommendation from an Association member and,
- c) One recommendation of applicant's choice.

- 14.5.3** Consulting Teachers shall be selected and submitted for approval to the Governing Board by five (5) affirmative votes of the Joint Committee following classroom observations by the committee members.
- 14.5.4** A Consulting Teacher shall be provided necessary release time as approved by the Joint Committee.
- 14.5.5** A Consulting Teacher who has been selected to fill an administrative position within the District may not continue to serve as a Consulting Teacher.
- 14.5.6** The Joint Committee will monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the program. The Joint Committee may remove a Consulting Teacher from the position at any time because of the specific needs of the TSN Program, unsatisfactory performance of the Consulting Teacher, or for other reasons which serve the TSN Program's best interest. Prior to the effective date of such removal, the Joint Committee will meet with the Consulting Teacher.
- 14.5.7** Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, in-servicing, referring, or by any other activities which, in their professional judgement, will assist the Participating Teacher.
- 14.5.8** The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the TSN program, establish mutually agreed upon performance goals, develop the improvement plan, and develop a process for determining successful completion of the plan. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher's performance with students and shall meet with the Participating Teacher to review and discuss observations.
- 14.5.9** The Referred Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the Joint Committee and to have affixed thereto his/her comments. To effectuate this right, the Consulting Teacher shall provide the Participating Teacher being reviewed with copies of such reports at least ten (10) working days prior to any such meeting.
- 14.5.10** The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and provide periodic written reports to the Referred Participating Teacher for discussion and review, prior to sending periodic written reports to the Joint Committee.
- 14.5.11** The Consulting Teacher shall provide support and assistance, not to exceed one school year, to the Referred Teacher until he/she concludes that the teaching performance of the Referred Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may offer support and assistance beyond the one-year period. A copy of the Consulting Teacher's Final Report shall be submitted to and discussed with the Referred Participating Teacher to receive his/her input before it is submitted to the Joint Committee. The Referred Participating Teacher shall sign the report to indicate that he/she received a copy. The Referred Participating Teacher shall have the right to submit a written response that shall be attached to the Consulting Teacher's report, within ten (10) working days. The Referred Participating Teacher shall also have the right to request and meet with the Joint Committee to discuss the Consulting Teacher's report accompanied by an Association representative.

- 14.5.12** The results of the Referred Participating Teacher's participation in the TSN program shall be made available for placement in his/her personnel file and may be used in the evaluation of the Referred Participating Teacher.
- 14.5.13** Upon the completion of the contracted term of service as a Consulting Teacher, if the Consulting Teacher were released from regular classroom duties, he/she shall be returned to the position he/she held prior to becoming a Consulting Teacher or be given a choice of any open position that he/she is credentialed to teach.
- 14.5.14** The District shall defend and hold harmless individual members of the Joint Committee and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program. The Association retains the right to participate in the litigation.

14.6 MENTOR TEACHERS

- 14.6.1** A Mentor Teacher provides support and assistance to teachers requiring and/or requesting assistance per article 14.4 above (new teacher induction, out of state credentialed teachers, and teachers who do not have a preliminary or clear credential). The qualifications for the Mentor Teacher shall be set forth in the Rules and Procedures, with the minimum qualifications:
 - a) Must be a permanent, credentialed, bargaining unit member.
 - b) Must have successfully taught in the Murrieta Valley Unified School District or three of the last five years, spending at least fifty percent of a full-time position providing instruction to students.
 - c) With Association Representative Council approval, the minimum number of years in Article 13.3.1.b may be changed from three to two. Request must be in writing.
 - d) Shall demonstrate exemplary teaching abilities, as indicated by effective communication skills, extensive knowledge and mastery of subject matter, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 14.6.2** Each applicant for the position of Mentor Teacher shall be required to submit three written letters of recommendations from individuals with specific knowledge of his/her expertise, as follows:
 - a) One recommendation from a site principal or other school district administrator
 - b) One recommendation from an Association member, and
 - c) One recommendation of applicant's choice.
- 14.6.3** Mentor Teachers shall be selected and submitted for approval to the Governing Board by five (5) affirmative votes of the Joint Committee following completion of the application process, including classroom observations by the committee members.
- 14.6.4** A Mentor Teacher shall be provided necessary release time as approved by the Joint Committee.
- 14.6.5** A Mentor Teacher who has been selected to fill an administrative position within the District may not continue to serve as a Consulting Teacher.
- 14.6.6** The Joint Committee will monitor and evaluate the effectiveness of the Mentor Teachers and make decisions regarding their continuation in the program. The Joint Committee may remove a Mentor Teacher from the position at any time because of the specific needs of the

TSN Program, unsatisfactory performance of the Mentor Teacher, or for other reasons which serve the TSN Program's best interest. Prior to the effective date of such removal, the Joint Committee shall communicate with the Mentor Teacher in writing and will meet the Mentor Teacher in person upon request.

14.7 BUDGET PRIORITIES AND CONSIDERATIONS

14.7.1 The TSN budget will fund the direct program and administrative expenses of the Teacher Support Network, to include participant training and related staff development programs using available funds.

14.7.2 Consulting Teachers and Mentor Teachers shall each receive compensation to provide support and assistance as described in this Article. This compensation will be paid for time spent beyond the contractual workday and work that is outlined on the mentor/consulting teacher expectation agreements (as determined by the Joint Committee). Additional funds may be allocated for release of Consulting Teachers and Mentor Teachers to provide services, workshops for participants, administrative costs, and training/meetings of Committee members. Stipend compensation amounts are listed here:

- a) TSN Mentor Teachers: Induction--\$2,200 stipend annually per each assigned teacher
- b) TSN Mentor Teachers: Teachers that do not hold a California credential (i.e.: interns, out of state, PIP, STSP, etc) --\$1100 stipend annually per each assigned teacher.
- c) TSN Consulting Teacher (referred TSN and/or voluntary TSN): C5 hourly
- d) TSN Mentor teacher: TPSL (long term substitute) credential: C5 hourly

14.7.3 Funds may also be budgeted to provide training for permanent teachers to receive assistance including workshops, training, release time for observations and related costs.

14.7.4 Consulting Teachers, Mentor Teachers, and teacher members of the Joint Committee shall not be considered management or supervisory employees as defined in the Educational Employment Relations Act and shall retain their status as bargaining unit members.

14.8 TEACHER EVALUATION BASED UPON PUPIL PROGRESS

14.8.1 The District and Association shall agree to the selection of student assessment instruments for teacher evaluation to be used to determine the progress of pupils towards meeting grade-level standards.

14.8.2 The District and Association shall agree to the frequency for administration of student assessment instruments to be used to determine the progress of pupils towards meeting grade-level standards.

14.8.3 A committee of teachers shall be formed at each elementary site and at each elementary grade level to recommend the structure of classes for the following year with the goal of balancing classes as regards the gender, achievement levels, learning styles/behavior, Special Program placement and attendance history of students. An effort will be made at the secondary level to adhere to the above criteria when scheduling student placement.

14.8.4 The District and Association shall agree to the methods by which student assessment data are analyzed and used to establish teacher evaluation ratings for determination of pupil progress towards meeting grade-level standards including, but not limited to:

Achievement levels of students upon entry,

- a. Special Program Placement (Special Education, ELL, etc.),

- b. Student attendance (e.g. hours/days of instruction),
- c. The amount of time/days that a teacher has been assigned to a specific class and/or subject area,
- d. Relationship between assessment, instruction, and district curriculum, including but not limited to, academic rigor of a class, overall performance in all classes, and/or transition to a new school.
- e. Availability of materials to support the instructional program,
- f. Student behavior as evidenced by discipline records.

14.8.5 Student assessment data used for teacher evaluation shall be confidential. The information shall be available to individual teachers and their immediate supervisors for purposes of evaluation.

14.9 STAFF DEVELOPMENT

14.9.1 The District shall annually survey the bargaining unit members during the last forty-five (45) days of the school year for recommendations as to what staff development opportunities should be made available during the following school year.

14.9.2 The District shall compile, inform, and make available to bargaining unit members a library of assessment resources, composed of teacher-created assessments, and commercially published assessment tools.

14.10 PROGRAM AMENDMENTS

14.10.1 This Article will be reopened one year after its implementation, and thereafter, with the mutual consent of both parties.

ARTICLE 15 DISCIPLINE PROCESS AND PROCEDURES

The District shall have the authority to discipline a bargaining unit member for just cause.

15.1 The District may suspend the bargaining unit member without pay for up to three (3) days for one or more of the following causes:

- a. Insubordination;
- b. Unprofessional conduct;
- c. Carelessness or negligence in performance of duty or use of District property;
- d. Discourteous, offensive, or abusive conduct or language toward other bargaining unit members, students, or public;
- e. Dishonesty;
- f. Consuming intoxicants on the job or working while intoxicated;
- g. Immoral conduct;
- h. Violation of District policy or school rules and regulations;
- i. Abuse of illness leave privileges;
- j. Falsifying any information provided to the District;
- k. Violation of state statutory or regulatory requirements;
- l. Failure to provide satisfactory service as evidenced by performance evaluations; and
- m. Habitual absenteeism.

- 15.2 Except as provided in section 15.3 below, prior written notice of suspension without pay shall be provided the bargaining unit member and shall contain a statement of the nature of and reason for the disciplinary action, effective date of imposition, right to review documentation upon which the charges are based and procedure for administrative appeal as set forth in section 15.4.
- 15.3 Suspension without pay shall be deferred pending exhaustion of the administrative appeal set forth in section 15.4 below, except where the District believes that the bargaining unit member's conduct may constitute a hazard or a clear possibility of a hazard to students, employees, property, or involve dishonesty or gross misconduct, in which case said discipline may be imposed immediately with written notice as set forth in section 15.2 above provided to the bargaining unit member within five (5) calendar days after the suspension.
- 15.4 Any bargaining unit member suspended without pay shall be entitled to a hearing before the Superintendent or designee, provided the bargaining unit member filed the request for hearing with the Superintendent at the District Office, within five (5) workdays of service of the written notice provided in section 15.2 above. At such hearing, the bargaining unit member shall be given an opportunity to present testimony, documentation and examine witnesses in response to the charges. The decision of the Superintendent shall be subject to the grievance procedure contained in this Agreement.
- 15.5 Nothing herein shall preclude or affect the District's right to discharge the bargaining unit member pursuant to the Education Code or other law, District rules or regulations, board policy, or other provisions of this Agreement.
- 15.6 The District reserves the right to impose at any time other forms of disciplinary action against the bargaining unit member which is not covered by this section, including, but not limited to: oral and written reprimands, suspension pursuant to Education Code Section 44940 through 44942, deduction of salary in accordance with Education Code Section 45055, and involuntary transfers or reassignments consistent with this Agreement provided; however, it has been investigated and determined that the charge against the member is true and the disciplinary action is warranted.
- 15.7 All discipline applied in accordance with this Article shall be progressive in nature, which means that except in extreme instances as described in section 15.3, no suspension shall take place unless the bargaining unit member shall have been given first an oral reprimand, and then a written reprimand for the same type of offense.

ARTICLE 16 GRIEVANCE PROCESS AND PROCEDURES

16.1 DEFINITIONS

- 16.1.1 A "**GRIEVANCE**" is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policy rules and regulations of the Board of Trustees, or by the administrative procedures of this District are not within the scope of this procedure.
- 16.1.2 A "**GRIEVANT**" may be any bargaining unit member or the Association.
- 16.1.3 A "**DAY**" is any day in which the administrative office of the Murrieta Valley Unified School District is open for business.
- 16.1.4 The "**IMMEDIATE SUPERVISOR**" is the District-designated management employee who has immediate jurisdiction over the grievant, or who has been designated to adjust grievances.
- 16.1.5 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file, unless the grievance is denied at the final level of appeal, in which case the records will be transferred to the personnel file of the participant.

16.1.6 Failure to file and appeal the grievance in a timely manner shall be deemed a waiver of the grievance and bar further prosecution thereof.

16.2 INFORMAL LEVEL

16.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

16.3 LEVEL I - IMMEDIATE SUPERVISOR

16.3.1 Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form (Appendix E) to the immediate supervisor.

16.3.2 This statement shall be a clear, concise statement of the grievance, the contract provisions allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

16.3.3 The immediate supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

16.4 LEVEL II - SUPERINTENDENT OR DESIGNEE

16.4.1 If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days after receiving the decision submit a written request (Appendix E) to the Superintendent or designee for review.

16.4.2 The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days after receiving the grievance. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

16.5 LEVEL III - MEDIATION

16.5.1 If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days submit a written request (Appendix E) for mediation of the grievance. In this event the Association shall, within ten (10) days, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

16.5.2 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation. Mediation shall be limited to one day unless both parties agree to extend the mediation beyond one day.

16.5.3 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

16.5.4 The District and the Association have agreed that this level (Level III of this Grievance Procedure) may be waived by mutual agreement. If no satisfactory settlement is reached after Mediation, either party may appeal the grievance to the next level (Level IV).

16.6 LEVEL IV - ARBITRATION

- 16.6.1** If the Association is not satisfied with the decision at Level III, the grievant shall within thirty (30) days after receiving the decision submit a written request (Appendix E) to the Superintendent or designee for arbitration.
- 16.6.2** If the Association decides to submit the grievance to arbitration, the Association and the District shall attempt to agree upon an arbitrator. The order of the striking shall be determined by lot.
- 16.6.3** The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 16.6.4** The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 16.6.5** The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- 16.6.6** After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her award, which shall be binding.

ARTICLE 17 UNSUBSTANTIATED PUBLIC COMPLAINTS

- 1.17** Unsubstantiated public complaints will not be a part of the bargaining unit member's personnel file. Documents relating to an unsubstantiated public complaint shall be sealed and filed under the complainant's name. Access to such file shall require the signatures of both the Assistant Superintendent of Human Resources and the Association President or their designees. The materials may also be made available as required by law. Oral complaints shall be deemed to be unsubstantiated and complaints originating with unidentified persons shall not be appropriate matters within this complaint procedure. Reference to such complaints shall not be utilized in any manner related to a bargaining unit member's evaluation.

ARTICLE 18 WORKPLACE SAFETY

- 18.1** The District is committed to providing a safe and healthful workplace for all employees. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health and/or safety.
- 18.2** Bargaining unit members must notify their immediate supervisor in writing concerning any unsafe condition in the District affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition and advise the unit member(s) in writing within ten (10) days of any findings and suggested corrected action. The District shall take the necessary steps to have the condition corrected in a timely manner.
 - 18.2.1** Should an unsafe working condition be discovered by district personnel other than a unit member who is directly affected by the unsafe working condition, the unit member shall be notified via district email of the issue and the plans for resolution.
- 18.3** The District shall ensure adequate means for communication between a teacher and the office for emergency situations. An administrator or designee shall be designated at each site at all times
- 18.4** When requested by either party, Education Code Provisions related to workplace safety will be incorporated into next subsequent employee handbook printing. Provisions include, but are not limited to:
 - 49079 – Teacher notification related to pupils enrolled in his/her class who have been suspended/expelled.

44014 – Notification to law enforcement of any abuse of school personnel/students, assault or battery on a school employee.

48910 – Teacher ability to suspend pupils from their class.

44807 – Exercising necessary physical control over pupils.

- 18.5** Nurses shall receive notification of known serious student health concerns when information is received by the District. The Nurse will be given three days upon notification to investigate the student's healthcare needs and obtain necessary physician authorizations and medical supplies.

ARTICLE 19 SAVINGS PROVISIONS

- 19.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 20 EFFECT OF AGREEMENT

20.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

20.2 Specific provisions contained in this agreement shall prevail over all other previously negotiated agreements and such agreements if not addressed in the language of this agreement are hereby considered null and void.

ARTICLE 21 COMPLETION OF MEET AND NEGOTIATION

21.1 During the term of this Agreement, the Association and the District shall not be obligated to meet and negotiate any subject or matter which may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, even though such subjects or matters were proposed and later withdrawn.

ARTICLE 22 NON-VOTING BOARD MEMBER

22.1 The Association may elect a representative, to serve for the term of one year, beginning July 1 of each year, to serve as a non-voting member of the Murrieta Governing Board. This representative may participate in all areas in which regular board members participate, with the exception of closed sessions.

22.2 Criteria for selection of the representative shall be at the discretion of the Association.

ARTICLE 23 FAMILY SERVICES LEAD AND CHILD DEVELOPMENT TEACHERS

23.1 Child Development Teachers and Family Services Lead are members of the certificated bargaining unit represented by the Association. All Child Development Teachers and Family Services Leads shall be subject to provisions of this article.

23.2 In addition to Article 23, the following articles and sections of this Agreement shall be applicable to Child Development Teachers and Family Services Leads:

Articles 1-5
Article 6.0 only

Article 7
Articles 8.6.2, 8.6.3 only
Article 10 (all but 10.1.2)
Article 11.2.4 only
Articles 13-22
Applicable Appendices

23.3 SALARIES – Bargaining unit members who are Child Development Family Services Leads (FSLs) and/or Teachers (CDTs) will be paid salaries as provided in Article 6, Appendix A-3 through A-8.

23.3.1 Initial Salary Placement – Step

Upon initial employment by the District, child Development Teachers and Family Services Leads shall be given up to 7 years of credit for prior experience in a full-time teaching position with a State or Federally funded program, where the number of days worked in any given school year were in excess of 135. Step 8 is the maximum entry level placement.

23.3.2 Initial Salary Placement – Column

Credit toward initial column placement begins with the Child Development Permit. Courses completed in addition to the Permit must be completed through an accredited college and shall be those courses offered for the attainment of an Associate or Bachelor's degree and applicable to the field of Early Childhood education. Coursework grades need to be "C" or better, (Pass or Credit also apply). The teacher is required to provide an official transcript to Human Resources to verify and confirm their column placement.

23.3.3 Salary Advancement – Column

Salary Placement for the school year shall be made by the Human Resources Office upon documentary evidence by an official transcript that has been received on or before September 15. It is the responsibility of each bargaining unit member to ensure official transcripts of training have been provided to Human Resources prior to September 15. In the event official transcripts are not available by September 15, a grade card or a written signed statement from the course instructor will be accepted, however, official transcripts of course work must be in the Human Resources Office no later than November 1. Coursework grades need to be "C" or better, (Pass or Credit also apply).

Clarification of Collegiate Courses Taken at an Accredited College or University

1. Lower division courses applied to an Associate or Bachelor's degree in the field of Early Childhood education will count towards advancement on the salary schedule.
2. A maximum of one (1) column advancement per school year will be available.
3. Work to be taken at a foreign university or college must be approved in advance.
4. No credit will be allowed for work taken in the armed services except for that work taken as regular university or college work at an accredited institution.

Prior approval by the Superintendent or designee shall be required for all training taken by bargaining unit members for the purpose of column advancement on the District Salary Schedule. (Please see Appendix F.)

23.3.4 Additional Compensation – Compensation for any extra-duty beyond contract requirements shall be paid at the bargaining unit member's hourly rate, not to exceed C5.

23.4 WORK DAY AND WORK YEAR – The length of the work year shall be one hundred and eighty four (184) days or two hundred and twenty three (223) days, depending on county, state, and/or federal program requirements and needs. For full day 10-month (184 day) or 12-month (223 day) teachers, the work week shall consist of 5 consecutive days, working 8 hours per day and additional time for an unpaid, minimum 30-minute, duty free lunch. For part-time 10-month (184 day) teachers, the work week shall consist of 5 consecutive days of 4 hours per day.

- 23.5 PREP TIME** – For full day 10-month (184 day) or 12-month (223 day) teachers, 45 minutes of uninterrupted daily prep time will be provided to each teacher to be used for professional activities (for example, classroom preparations, parent conferences, and peer consultations).
- 23.6 LAYOFF** – Layoffs for Family Services Lead Teachers and Child Development Teachers shall be implemented in accordance with the Education Code applicable to child development teachers (Education Code section 8366).
- 23.7 CHILDREN'S SCHOOL ACTIVITY LEAVE** – Full time Family Services Lead and Child Development Teachers shall be granted up to forty (40) hours of unpaid leave time each school year (not to be exceed eight (8) hours monthly) in order to participate in their children's school activities. Such leave is not cumulative from year to year. Part time employee allotments are pro-rated accordingly. This leave will be pre-approved by the bargaining unit member's immediate supervisor or designee. School activities shall include, but not be limited to, events such as awards assemblies, student performances, or school plays. Events or activities requiring a short period of time not to exceed two (2) hours, need not be reported for payroll purposes but will be recorded at the site or department level. Activities requiring more times such as school field trips or school sports events will be reported and taken without pay.
- 23.8 EXTENDED SICK LEAVE BENEFIT** – For Child Development Teachers and Family Services Lead Teachers, after all earned leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 10.1.4 are met. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this section will receive differential (50%) pay as per Education Code up to five (5) calendar months. The five-month period shall begin on the eleventh (11) day of absence due to illness or injury.
- 23.9 FILLING A VACANCY** – When a "true open" vacant child development teacher position has been identified, permanent, probationary, and temporary child development teacher employees will be given an opportunity to apply and interview for the open position.

MURRIETA VALLEY UNIFIED
SCHOOL DISTRICT

and

MURRIETA TEACHERS ASSOCIATION

APPENDICES

to the 7/1/18 - 6/30/21
Labor Agreement