COLLECTIVE BARGAINING AGREEMENT

Between

MT. PLEASANT ELEMENTARY SCHOOL DISTRICT

And

MT. PLEASANT EDUCATION ASSOCIATION/CTA/NEA

July 1, 2023 to June 30, 2026

12.11.24

TABLE OF CONTENTS

ARTICLE I	AGREEMENT	5
ARTICLE II	RECOGNITION	6
ARTICLE III	DURATION	7
ARTICLE IV	NEGOTIATION	8
ARTICLE V	ASSOCIATION RIGHTS	9
ARTICLE VI	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS – AGENCY FEE	11
ARTICLE VII	GRIEVANCES	13
7.1	Definitions	13
7.2	Purpose	13
7.3	Time Limits	14
7.4	Grievance Resolution	14
7.5	Rights of Teachers to Representation	17
7.6	General Provisions	18
ARTICLE VIII	COMPLAINT RESOLUTION	19
ARTICLE IX	HOURS	22
ARTICLE X	SAFETY	30
ARTICLE XI	CLASS SIZE	32
ARTICLE XII	DISCIPLINE/DISCHARGE	35
ARTICLE XIII	LEAVE PROVISIONS	39
13.2	Personal Illness and Injury Leave	40
13.3	Personal Necessity Leave	40
13.4	Bereavement Leave	41
13.5	Pregnancy & Child Bonding Leave	42
13.6	Industrial Accident Leave	45
13.7	Judicial Leave	46
13.8	In-Service Leave	47
13.9	Association Leave	47
13.10	Sabbatical Leave	47
13.11	Paid Leaves	49
13.12	Unpaid Leaves	49
13.13	Legislative Leave	50
13.14	Study Leave	51
13.15	Other Leaves Without Pay	51
13.16	Duration Limits of Leaves	52
ARTICLE XIV	ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES	53

14.1	Assignment and Reassignments	53
14.2	Transfers	54
14.2.3	Involuntary Transfers	57
14.3	Reassignment Due to Certificated Layoffs	58
ARTICLE XV	CERTIFICATED EMPLOYEE EVALUATIONS	61
15.1	Objective of the Evaluation	61
15.2	Premise of Evaluation Program	61
15.3	Traditional Evaluation	62
15.4	The Partner Option	64
15.5	The Portfolio Option	64
15.6	Evaluation Procedures	65
15.7	Personnel Files, Adverse Material	68
15.8	Obtaining Copies	68
15.9	Dating and Signing Material	68
15.10	Information Request Log	69
15.11	Limiting Access	69
15.12	Complete Files	69
15.13	Personal and Academic Freedom	69
15.14	Open Exchange of Ideas	69
ARTICLE XVI	SUMMER SCHOOL	70
ARTICLE XVII	CONTRACTING OUT	72
ARTICLE XVIII	COMPENSATION AND BENEFITS	73
18.1	Salary Schedule Addendum	73
18.2	Mileage Allowance	73
18.3	Stipends.	73
18.4	Salary Schedule	74
18.5	Hours	74
18.6	Salary Advancement/Professional Growth	75
18.7	Professional Growth	77
18.8	Fringe Benefits	77
18.8.2	Health Insurance	78
18.8.3	Dental Insurance	78
18.8.4	Vision Insurance	78
18.8.5	Income Protection	78
18.8.6	Life Insurance	79
18.9	Post-Retirement Health & Welfare Incentive Program	79
18.10	Golden Handshake Program	81
18.11	Shared Contracts	81
18.12	Reduced Workload	81
18.13	IRC Section 125	82
ARTICLE XIX	MANAGEMENT RIGHTS	83
ARTICLE XX	CONCERTED ACTIVITIES	84
ARTICLE XXI	SAVINGS	85
ARTICLE XXII	GOAL SETTING AND YEARLY PLANNING	86
SIGNATURES		87

ADDENDUM A SIDE LETTER SUBCONTRACTING OUT…….....88

ADDENDUM B SALARY SCHEDULES

2020-2021 ……..…….89
2021-2022 ……...90

ADDENDUM C COMPLAINT FORM ……..……....…91

SIDE LETTER ARTICLE XIV…….……92

CONTRACT NEGOTIATORS……93

ARTICLE I

AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Mt. Pleasant School District Board of Education ("Board") and the Mt. Pleasant Education Association/CTA/NEA ("Association").

1.2 This Agreement shall be the employment contract of each unit member.

1.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have two hundred (200) copies prepared and delivered to the Association for distribution to each teacher in the District. After consultation regarding the least expensive method of printing, the cost of said copies shall be shared equally by the District and the Association.

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ARTICLE II

RECOGNITION

2.1 The Mt. Pleasant School District, hereinafter referred to as the "District," confirms recognition of the Mt. Pleasant Education Association Chapter, CTA/NEA, hereinafter referred to as "Association," as the exclusive representative for the bargaining unit of Employees.

2.2 The representation unit consists of all teachers, librarians, psychologists, nurses, counselors, speech therapists, all temporary teachers, all interns, all long-term substitutes (thirty (30) continuous-calendar days) and all summer school teachers.

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ARTICLE III

DURATION

3.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code. This Agreement shall remain in full force and effect from July 1st, 2023 up to and including June 30, 2026.

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ARTICLE IV

NEGOTIATIONS

4.1 Not later than one hundred fifty (150) days prior to the expiration of this Agreement, both parties shall meet and negotiate in good faith on a successor agreement. Any agreement reached between the parties shall be reduced to writing and signed by them.

4.2 Either party may utilize the services of outside consultants.

4.3 The District and the Association may discharge their respective duties as required by this Agreement by means of authorized officers, individual representatives, or committees.

4.4 Negotiations shall take place at mutually agreeable times and places with a majority of a formal negotiating team present.

4.5 Notwithstanding Section 4.6 below, the Association shall have unlimited release time for actual negotiations only for five (5) negotiating team members, one (1) from each school site if possible, but no less than four (4) if every school site cannot be represented.

4.6 The parties involved shall have no control over whom the other parties select as their bargaining representatives.

4.7 Either party may reopen negotiations on Article XVIII (Compensation and Benefits) and one additional article for second year (2024-2025) and third year (2025-26) of this Agreement. Initial proposals for reopener negotiations shall be submitted in sufficient time to complete the statutory public notice ("sunshine") process in order to commence negotiations no later than February 1.

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ARTICLE V

ASSOCIATION RIGHTS

5.1 The Association has the right to:

5.1.1 Represent teachers in their employment relations with the District.

5.1.2 Establish reasonable restrictions regarding who may join the Association.

5.1.3 Access at reasonable times to areas in which teachers work, subject to reasonable regulations.

5.1.4 Use of institutional bulletin boards subject to reasonable regulations.

5.1.5 Use of mailboxes and e-mail assigned to teachers, subject to reasonable regulations.

5.1.6 Use of institutional facilities at reasonable times for the purpose of meetings upon written request to the Principal.

5.2 Board Packet: The Board Packet shall include the same information received by the Board of Trustees, excluding any confidential information, and shall be made available to the Association in advance of each regularly scheduled and special Board meeting when it is posted and available to the Board of Trustees on the District website. Minutes of the previous meeting shall be made available to the Association when they are posted and made available to the public on the District website.

5.3 The District shall provide the Association with names, addresses, home and personal telephone numbers, personal emails on file with the District, current employment status, job title, work location, and grade level or department, in Excel format, within five (5) days of hire. The District shall provide the aforementioned contact information listed above for all bargaining unit members no later than the last work day of September, January and May of each school year.

5.4 All newly hired teachers shall be provided with a hard copy of the Collective Bargaining Agreement by the District.

5.5 Personnel actions will be reported to the Association after being acted on, and made public, by the school board.

5.6 Bargaining unit members shall not be discriminated against, coerced, or restrained because of their exercise of rights guaranteed to them by this Agreement and the Educational Employment Relations Act. Alleged violations of this section shall be grievable through Level Two (Superintendent/Designee) of Article VII of this Agreement.

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ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS – AGENCY FEE

6.1 The District will deduct from the pay of the Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the Association form subject to the following conditions:

6.1.1 Such deduction shall be made only upon written receipt of notice from the Association to the designated District representative that the appropriate written authorizations have been executed. Said form shall be duly completed and executed by the employee according to the requirements of the form.

6.1.2 The District shall put into effect any new, changed, or discontinued deduction by the next pay period if the Association has submitted the change by the district payroll deadline. By July 1 of each school year, the District will provide the MPEA President with that year's schedule of District payroll deadlines.

6.2 Authorization:

Any teacher who is a member of the Association, or who has applied for membership, may sign a form developed by the Association authorizing deduction of membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing for a year's duration. Any teacher reassigned to a position not in the Bargaining Unit shall revoke in writing their payroll deduction or fee. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments of the school year.

6.3 Membership Dues Deductions:

With respect to all sums deducted by the District pursuant Sections 6.1 and 6.2 for membership dues the District agrees to remit such money to the Association by the 15th of the following month, accompanied by an alphabetical list of teachers for whom such membership

dues deductions have been made, and indicating any changes in personnel from the list previously furnished.

6.4 Information Furnished:

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

6.5 Voluntary Deductions:

Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Association and the District up to ten (10) voluntary deductions.

6.6 The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein, including reasonable attorney fees and costs. The Association shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed.

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ARTICLE VII

GRIEVANCES

7.1 Definitions

7.1.1 A "grievance" is a formal written allegation by a member or members of the bargaining unit, or by the Association, who has been directly affected by an alleged violation of the specified provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the Board Policies, Administrative Regulations and Procedures, must be undertaken under separate legal processes.

7.1.2 The "aggrieved" is a teacher or teachers, including the Association or representatives thereof, making the claim.

7.1.3 The "District" means the Governing Board and/or its Administration.

7.1.4 "Working Days" mean days when teachers are required to be in attendance.

7.1.5 "Immediate supervisor" is the management person having immediate jurisdiction over the aggrieved.

7.1.6 "Representative" is a person chosen by the Association to represent the aggrieved.

7.1.7 A "party at interest" is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

7.2 Purpose

7.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise out of interpretation or administration of the contract. Both parties agree that these proceedings need to be kept as informal and confidential as may be appropriate at any level of the procedure.

7.2.2 The intent of this procedure is to encourage resolution of conflicts prior to formal grievance and to provide the mechanism for their resolution. Parties involved are encouraged to discuss, informally, potential grievances to resolve and/or clarify issues.

7.2.3 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to express its views.

7.3 Time Limits

7.3.1 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits set forth in this procedure may be extended by mutual agreement between the District and the grievant and/or grievant's representative. When considering extension requests, the parties should consider reasons, including but not limited to, illness, emergency, or whether extension of the timelines might facilitate settlement of the dispute.

7.3.2 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or not later than July 1.

7.3.3 Except by mutual agreement, failure by the administrator/ supervisor, at any step, to communicate a decision within the specified time limit means that the grievance shall advance to the next step. Failure by the grievant to adhere to the time guidelines means that the grievance has been resolved.

7.4 Grievance Resolution

7.4.1 Level One: Within fifteen (15) working days after a teacher knows, or with the exercise of due diligence should have known, of a violation of this Agreement, he/she may begin the procedure. An aggrieved person will first discuss the written

grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated grievance representative with the objective of resolving the matter informally. The immediate supervisor will notify the Association and the aggrieved in writing within seven (7) working days of the disposition. Specific written reasons shall be given for the denial of the grievance. A Level Two written grievance may not be filed until after receipt of the supervisor's written response, or until after the time for issuing such response has expired, pursuant to the timelines set forth in Section 7.4.2 below.

7.4.2 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within seven (7) working days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the Association grievance representative and the Superintendent or designee within seven (7) working days after the written decision at Level One. Within seven (7) working days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the aggrieved person and a representative of the Association in an effort to resolve it. The Superintendent or designee will notify the Association and the aggrieved in writing within seven (7) working days of the disposition. Specific written reasons shall be given for the denial of the grievance.

7.4.2.1 Initiating Grievance at Level Two: If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall begin the procedure at Level Two pursuant to the following procedure:

7.4.2.1.1 Within fifteen (15) working days after a teacher or the Association knows, or with the exercise of due diligence should have known, of a violation of this Agreement, the grievant(s) will first meet and discuss the alleged grievance with the Superintendent/designee. At this

meeting, grievant(s) shall present to the Superintendent/designee a written statement of grievance on the approved form. A written disposition shall be issued by the Superintendent/designee within fifteen (15) working days of such meeting.

7.4.2.1.2 If the aggrieved person is not satisfied with the disposition of the grievance, he/she may file a Level Three written grievance within fifteen (15) working days after receipt of the disposition, or if no written disposition is received, within fifteen (15) working days after the informal Level Two conference.

7.4.2.1.3 The Association may initiate and pursue a grievance under this Section through all levels of the grievance procedure, even though the individual aggrieved person does not wish to do so.

7.4.3 Level Three: If the grievant is not satisfied with the decision at Level Two, the Association shall notify the District of its intention to move the issue to arbitration. After receipt of notification, the Association and the District shall have 10 days to attempt to select a mutually agreed upon arbitrator. If no agreement can be reached, the Association shall request a list of five (5) arbitrators from the State or American Arbitration Association. The District and the Association shall meet to alternately strike names from the list until only one name remains. The order shall be determined by coin toss. The final decision to arbitrate shall rest entirely with the Association.

7.4.4 The Association and the District shall attempt to agree upon an arbitrator within a ten (10) day period. If no agreement can be reached, they shall request the State Conciliation Service or American Arbitration Association to supply a panel of five

(5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

7.4.5 The fees and expenses of the arbitrator and the stenographer, when requested, shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. Arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association.

7.4.6 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 issues by referring to the written grievance and the answers thereto at each step.

7.4.6.1 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

7.4.6.2 After a hearing and after both parties have had an opportunity to make written or oral argument, when desired, the arbitrator shall submit in writing to all parties his/her findings and recommendations, which shall be binding on both parties.

7.5 Rights of Teachers to Representation

7.5.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party at interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

7.5.1.1 No party at interest shall take reprisals affecting the employment status of any teacher who is a party at interest, any Association representative, or any other participant in the procedure.

7.5.2 A teacher shall be represented at all stages of the grievance procedure by

himself/herself, or, at his/her option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, an Association representative shall have the right to be present and to state its views at all stages of the grievance procedure.

7.6 General Provisions

7.6.1 Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons thereof, and will be transmitted promptly to all parties at interest and to the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

7.6.2 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon twenty-four (24) hour notice to his/her Principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in investigations, as a witness, will be accorded the same right.

7.6.2.1 The District shall be required to grant release time only to the Association President and/or representative who will present the grievant's case at a grievance meeting or arbitration and to witnesses who will be called to testify at an arbitration hearing. Such release time will not be granted if the 24-hour notice requirement in Section 7.6.2 is not met.

7.6.2.2 Any individuals released pursuant to Section 7.6.2.1 shall, if their participation in grievance proceedings/process ceases prior to the end of their normal workday, be required to return to their site and perform duties as assigned by the principal and/or school-related tasks. Individuals assigned to perform such duties shall not be required to do

non-bargaining unit work.

7.6.3 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

7.6.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

7.6.5 A clear, concise statement of the grievance, the circumstances involved, the section of the Agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought shall be included on each form.

7.6.6 Should an aggrieved teacher not be under the supervision of a principal or immediate supervisor; the grievance process may be initiated at Level Two.

7.6.7 Grievances of a similar or like nature shall be joined as a single grievance by mutual agreement of the District and the Association.

ARTICLE VIII

COMPLAINT RESOLUTION

This procedure is to be used when violations or alleged violations of District policies, procedures and practices or unfair or unequal treatment occur outside this Agreement and is not subject to ARTICLE VII — GRIEVANCE.

Public Complaint Procedure

8.1 No disciplinary action, negative and/or unsatisfactory evaluation, shall be taken based upon information received from a complaint from a member of the public or an employee of the District unless the following procedure has been followed.

8.2 The bargaining unit member will be advised of the existence and substance of the complaint within five (5) workdays of the receipt of the complaint by the district. All complaints shall be completed on the mutually-agreed upon form called "Mt. Pleasant Complaint Form" (see Addendum C) and a copy shall be provided to the member.

8.3 The supervisor shall commence a fair, complete, and impartial investigation as soon as possible after receiving the complaint. Should either party or the administrator believe the allegations in the complaint warrant a meeting, the immediate supervisor shall schedule a meeting between the bargaining unit member and the complainant. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The employee, their representative, or the district's representative to repeat the complaint orally. The employee, their representative, or the district's representative shall also have an opportunity to present information relevant to the complaint orally or in writing. If such a meeting is scheduled during the bargaining unit members normal work time, the bargaining unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.

8.4 To ensure that all pertinent facts are made available, the supervisor my interview or collect written statements from other relevant parties. The supervisor shall conclude the initial investigation within 10 days of receiving the written complaint. This timeline may be extended if relevant parties are not available. Within 10 days of the conclusion of the investigation, 20 days from the receipt of the complaint, the supervisor shall deliver to the complainant and the accused a written report of the findings of the investigation. The findings shall include:

1. The disposition of the complaint, including corrective actions, if any.
2. The rationale for the above disposition.
3. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.
4. Notice of the complainant or accused right to appeal the decision to the next level.

8.4 If an employee is disciplined as a result of the complaint, this report shall simply state that action was taken and the employee was informed of District expectations. The report shall not give any further information as to the nature of any action.

8.5 Complaints which are withdrawn or determined by the District to be false, shall neither be placed in the bargaining unit member's personnel file nor utilized in any evaluation or disciplinary action against the bargaining unit member. Should the District determine that the substance of a complaint is true after following the above procedure, the District may take disciplinary action as listed in Article XII. If no determination can be made as to the true or false nature of the complaint, the original written Public Complaint Form shall be placed in a site file for the remainder of the school year. If a similar complaint against the same bargaining unit member is made within that school year, the first complaint shall become a part of the new complaint and dealt with in a manner consistent with the principles of progressive discipline and those listed in Article XII.

8.6 If the member believes the decision by the Supervisor is in error, the member may appeal in writing directly to the Superintendent or their designee or follow procedures as outlined in the Article VII. If the Superintendent or designee receives an appeal, they will conduct their own impartial, fair, and complete investigation and issue a written response to the member with in ten (10) days of receiving the appeal. This timeline line may be extended if relevant parties are not available.

TIMELINE

Step 1. Complainant files written complaint with the District. Complaint is given to the immediate supervisor. Within five (5) days, the member receives a copy of the complaint.

Step 2. Within ten (10) days, the Supervisor completes the investigation of the Complaint.

Step 3. Within twenty (20) days from receiving the complaint, the Supervisor shall deliver a written Findings Report to the complainant and the member.

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ARTICLE IX

HOURS

9.1 Unit members shall be considered on duty for one hundred eighty-five (185) days. The length of the school year shall be one hundred eighty (180) instructional days, Two and a half (2.5) teacher directed workdays, one (1 and a half) which shall take place before the start of the school year and one (1) which shall take place the day immediately following the last day of student instruction, and two and a half (2.5) staff development days during which up to one-half day may be used for mandatory meetings (beginning of the school year staff meeting/welcome back event). The Superintendent/designee and the Association President/designee shall consult on the content and scheduling of the staff development days.

9.1.1 If the District elects to schedule early release days throughout the school year, one-half of the days shall be teacher directed.

9.2 All unit members, including Speech Language Pathologist, shall report for duty one-half (1/2) hour before school begins and shall remain on site for the instructional day. The contractual obligated workday is defined as 7.5 hours.

9.2.1 The contract day for the positions of School Psychologist shall be lengthened by one (1) hour (sixty (60) minutes) daily, thereby extending the contract day as defined in section 9.2 for the above-mentioned positions to a total of eight and one-half (8 1/2) hours.

9.2.2 Unit members shall have a minimum of one-half (1/2) hour duty-free lunch.

9.3 The unit member's supervisor may designate an additional twelve (12) hours per

school year beyond the contractual obligated workday for other duties and responsibilities as defined below. Site-level supervisors shall, whenever possible, avoid scheduling site-level meetings at the same time as District-level meetings. The Site Administrator shall seek staff input regarding minimum days and establish a process for seeking such input. All designated duties and responsibilities, which extend beyond the contractual obligated workday, shall count towards the twelve (12) hours pursuant to the following:

9.3.1 The following activities count towards the twelve (12) hours:

9.3.1.1 Meetings after the contractual obligated workday, including Back-to-School Nights, Open House, G.A.T.E., one (1) evening performance, one (1) family night, Fall and Spring parent conferences, and all site-based committees, such as curriculum, SSC, budget, leadership, PTA/Home and School Club, and discipline.

9.3.1.2 All District-sponsored meetings, including but not limited to, curriculum and textbook selection.

9.3.1.3 All Superintendent-initiated committees, groups, and task forces.

9.3.1.4 Supervision of all student activities, which fall outside the contractual obligated workday, including but not limited to, athletic and dance activities.

9.3.1.5 Administrator requested meeting/conference, IEP and SST meetings, limited to that portion of time, which falls outside the contractual obligated workday.

9.3.1.6 Promotion, limited to unit members assigned to August Boeger and Ida Jew Academy.

9.3.1.7 Any joint committee formed by written agreement of the parties, which includes a provision addressing whether and to what degree such activity counts towards the twelve (12) hours.

9.3.1.8 Any additional meetings and/or activities pre-approved by site or district administrators.

9.3.2 The following activities shall not count toward the twelve (12) hours:

9.3.2.1 Regularly scheduled staff meetings.

Staff meetings shall begin within twenty (20) minutes after students are dismissed and shall normally not last more than one hour. Agendas shall be emailed and/or published by the end of the work day before the day of the meeting except in cases of emergency. Meetings shall not conflict with local, state and/or national election days. The administration shall make every effort to have the staff meetings take place on Tuesdays.

9.3.2.2 Department, and grade-level meetings, which are in lieu of regularly scheduled faculty meetings.

9.3.3 The meetings provided for in Section 9.3.2 above shall not exceed in the aggregate thirty-five (35) hours per year nor five (5) hours per month. The meetings shall be called by the principal. Association meetings or supplying of information shall take place at another time, not within the time frame of these meetings.

9.3.4 Any unit member, who is required by their supervisor to attend night functions, shall be entitled to leave at the end of the regular instructional day.

9.3.5 Unit members shall be given five (5) days notice of meetings listed in Sections, 9.3.1 through 9.3.2.

9.3.5.1 The parties acknowledge that emergencies can arise from time to time, which shall prevent compliance with the notice periods provided above.

9.3.6 The assignment of additional duties and responsibilities shall be on an equitable and uniform basis.

9.3.6.1 The principal of each site shall maintain a log of assignments.

9.3.6.1.1 This log shall be available for inspection by unit members and representatives of the Association.

9.3.7 Unit members may, on a voluntary basis and with prior approval of their site administrator/supervisor, engage in activities defined in this section 9.3.1 beyond twelve (12) hours. Unit members electing to be compensated for such time at the negotiated hourly rate shall enter such time on the twelve (12) Hour Log in the appropriate column.

9.3.8 Special projects, which occur outside the 185-duty days and beyond the contractual obligated workday are excluded from the additional twelve (12) hour duty assignments as provided in this Section 9.3 and Section 18.5. Special projects are defined as projects of limited duration, not done on an annual or cyclical basis. Compensation shall be based on the number of projected hours for the project and shall be paid at the district hourly rate.

9.3.9 The twelve (12) hour log form, located in Addendum D, shall be prepared jointly by the Superintendent/designee and the Association.

9.4 On days when unit members are scheduled to work and pupils are not to be present or on rescheduled days, the unit members shall be expected to be present the same hours as on a regularly scheduled day. On days of emergency release of pupils, the unit members shall be released at the same time as the pupils.

9.5 Unit members at the middle school shall be granted one daily period out of six periods exclusive for preparation, planning, conferencing and counseling.

9.6 Substitution by Middle School Unit Members

9.6.1 The following procedure shall be used for the assignment of substitute unit members at August Boeger Middle School in the event of an emergency:

9.6.1.1 The District shall follow the practice of calling for substitute unit members up to the third instructional period of the day (up to approximately 9:45 a.m.).

9.6.1.2 In the event of an emergency, i.e., where needed substitutes have not been secured, the District shall attempt to obtain substitutes throughout the instructional day.

9.6.1.3 In the event of a genuine emergency where no substitutes are available, volunteers shall be asked to substitute teach during their preparation time.

9.6.1.3.1 The site administrator shall obtain a list of those who wish to volunteer to substitute teach during their preparation periods. This list shall be updated every grading period. This list shall be posted and remain posted at all times on the bulletin board next to the faculty mailboxes.

9.6.1.3.2 Unit members may at any time add their name to the list of volunteers by notifying the site administrators.

9.6.1.4 In the event of a genuine emergency where no volunteers come forth, an administrator shall substitute teach unless:

9.6.1.4.1 They are absent from District premises;

9.6.1.4.2 They have a pressing prior commitment (i.e., parent conference, student disciplinary conference, unit member evaluation conference, significant District business, etc.).

9.6.1.5 Only in the event of a genuine emergency situation where no volunteers come forth and a site administrator is already substitute teaching (or unable to do so for the reasons specified in Sections 9.6.1.4 and 9.6.1.5 above) shall classroom unit members as a last alternative be directed in writing by the site administrator to substitute teach during their preparation time, provided that:

9.6.1.5.1 A unit member so directed may decline based on good cause. In such case, the site administrator shall attempt to secure a substitute from among those unit members who have the same preparation period and are thus available.

9.6.1.5.1.1 If no other unit member is available, the unit member first directed to substitute shall substitute teach during their preparation period.

9.6.1.5.1.2 If the site administrator secures a unit member to substitute teach other than the unit member first directed, the first directed unit member shall be

the first unit member directed to substitute in the event of a succeeding emergency situation.

9.6.1.5.1.3 Should a unit member decline to substitute teach when first directed and the site administrator secures another substitute, it is presumed that the declining unit member shall substitute teach in the event of a succeeding emergency situation unless the judgment of the site administrator dictates otherwise.

9.6.1.6 Emergency substitute teaching assignments shall be made on an equitable basis.

9.6.1.7 Unit members shall have access to a monthly updated report of emergency substitute services performed by all unit members.

9.6.1.8 Missed Preparation Period

9.6.1.8.1 Any bargaining unit member at the Middle School, who substitutes for one regular period during their prep, shall be paid for one hour at the regular hourly rate.

9.6.1.8.2 Any bargaining unit member in grades 7 or 8 at Ida Jew Academy who must remain with students and miss their regularly scheduled prep, shall be paid for one hour at the regular hourly rate.

9.6.1.9 If a grievance is sustained alleging a violation of this Section 9.6.1, an arbitrator's remedial powers shall not be limited to ordering a

restoration of the status quo or a cease and desist order.

9.7 Substitution by Elementary School Unit Member:

9.7.1 The following procedure shall be used for the assignment of substitute unit members at elementary schools in the event of an emergency:

9.7.1.1 The District shall follow the practice of calling for substitute unit members up to approximately 9:45 a.m.

9.7.1.2 In the event of an emergency, i.e., where needed substitutes have not been secured, the District shall attempt to obtain substitutes throughout the instructional day.

9.7.1.3 In the event of a genuine emergency where no substitutes are available, a district or site administrator, shall substitute teach unless:

9.7.1.3.1 They are absent from District premises;

9.7.1.3.2 They have a pressing prior commitment (i.e., parent conference, student disciplinary conference, unit member evaluation conference, significant District business, etc.).

9.7.1.4 When no substitute can be found and/or an administrator is not available to substitute teach, unit members may be given extra students during the day (split classes), and shall be paid thirteen dollars ($13) per day per student.

9.7.1.5 Unit members shall create split class lists which shall be used to determine how to split classes, subject to modification by the principal.

9.7.1.6 TK and Kindergarten unit members shall not substitute during their regular non-instructional time.

9.8 The maximum regular daily instructional time for unit members on Monday, Tuesday, Thursday and Friday shall be:

TK/Kindergarten	295 minutes
1-3	310 minutes
4-6	320 minutes
7-8	325 minutes (minus one period prep time)

9.8.1 Effective with the 2018-19 school year the District standard for TK/Kindergarten will be a full day (295 minutes of student contact) program as detailed below. Exceptions to this instructional time shall occur on early release days and the last day of school, which shall be a "state minimum day" (which is currently 240 minutes).

9.8.1.1 There will be a transitional period such that the full day TK/Kindergarten program will begin the seventh week of each school year. The first six (6) weeks of instruction shall be 240 minutes of student instruction per day.

9.8.1.2 Each TK/Kindergarten class will receive 110 minutes of paraprofessional time per day M-F to support differentiated instruction. This time shall commence at the beginning of the 2018-19 school year (i.e. during the 6-week transitional period) TK/Kindergarten will have early release days on Wednesdays.

9.8.1.3 Wednesday shall be an early release day pursuant to section 9.11. The maximum Instructional day for Wednesdays shall be as in practice on 1/31/13.

9.9 Long-term substitutes, as defined in ARTICLE II, Section 2.2, shall be paid at the daily rate of fifteen percent (15%) above the District-established day-to-day substitute rate. After working thirty (30) continuous calendar days, the long-term substitute shall be paid the above rate retroactive to their starting date. In addition, long-term substitutes shall accumulate on a pro-rated basis (one [1] day per school month) paid personal illness leave.

9.10 All unit members teaching grades TK-6 and Ida Jew Academy 7/8 shall have a minimum of one (1) hour per week for preparation, planning, conferencing and counseling. Such time shall be scheduled to occur on an early release day after the student instructional day. This hour shall be followed by unit member directed time for collaboration, preparation and planning for the rest of the unit member workday as defined in Section 9.2.

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ARTICLE X

SAFETY

10.1 Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being. Upon determination that an unsafe or unhealthy condition exists, the principal shall find another location for the affected class(es).

10.2 Teachers shall be provided classrooms that are cleaned daily, workroom facilities and restrooms that are properly ventilated, lit and maintained. Further, the teachers shall be provided a faculty lounge/lunchroom that is properly ventilated, lit and maintained.

10.3 Off-street parking areas will be maintained in a safe manner.

10.4 Teachers shall provide the site administrator with reasonable notice of unsafe conditions on the District Work Requisition form.

10.5 The District shall provide appropriate assistance to a teacher whose physical safety has been threatened by another person on school district property.

10.6 Teachers shall immediately report cases of verbal or written harassment, assault or threats of assault in connection with their employment to their building site administrator, who shall immediately report the incident to the Police.

10.6.1 Teachers shall document cases of assault by a student against another student, whether or not the event has been witnessed by an adult, to the school site administrator, who will take appropriate action within his/her authority under the Site Discipline Plan and the law.

10.7 A teacher shall obtain prior written permission on the District Field Trip Information Form to take students on a field trip. Written permission shall mean that the trip is a school-sponsored activity with the District liable for any personal injuries or deaths or damage to personal or real property arising during the course of the trip, except for proven acts of negligence.

10.8 Administrators or their designees shall be required to be available on the school site during any required parent-teacher conferences.

10.8.1 Every effort will be made to have a District administrator available and accessible by telephone at all times during the regular school day, including lunch time.

10.8.2 Faculty/staff shall be notified of the identity of the administrative designee at each site.

10.9 There should be an administrator within the District whenever teachers and students are in school.

10.10 Smoking and/or the use of tobacco products shall not be permitted at any time in the buildings or on the grounds of the Mt. Pleasant School District. Smoking and/or the use of tobacco products is also prohibited in any District-owned vehicle.

10.11 Teachers will be provided with the necessary materials needed for earthquake or lockdown.

10.12 Teachers will be provided with a reasonable size place in each room that has a lock.

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ARTICLE XI

CLASS SIZE

11.1 Class size is the number of students assigned to a teacher. Issues relating to staffing, and class size maximums, will continue to be addressed by a joint District—Association committee. Any recommendations of this committee will be subject to negotiations as required by law.

11.1.1 Class size shall not exceed the maximum

TK	maximum class assigned	= 20
TK/K Combination	maximum class assigned	= 16
Kindergarten	maximum class assigned	= 24
Grades 1 — 3	maximum class assigned	= 25
Grades 4 — 8	maximum class assigned	= 30
K/1 Combination	maximum class assigned	= 22
Grades 1-3 Combination	maximum class assigned	= 23
4-8 Combination	maximum class assigned	= 28

*There shall be no TK/K Combination Classes unless the TK enrollment at a school is fewer than 14 students as of fifteen (15) days from the beginning of the school year per section 11.2.1, in which case there may be a TK/K combination class at that site. In the event there is a TK/K Combination Class, an instructional aide shall be provided for the entire instructional day.

The exceptions apply to:

Science	28
Physical Education	37
Instrumental Music	Based on enrollment
Vocal Music	Based on enrollment
Mild/Moderate Special Education Class	13

Moderate/Severe Special Education Class 10

Resource Specialist Program shall have a caseload not to exceed 28 or as provided in Education Code Section 56362 if revised.

Speech and Language Specialists shall have a District-wide average caseload not to exceed 55 or as provided in Education Code 56363.3 if revised.

11.1.2 These class sizes do not prohibit teachers in an individual school from using flexible schedules such as leveling of students for instructional purposes. This education change must be initiated and agreed upon by the affected unit members and the staff within the school.

11.1.3 Specially classified students mainstreamed for more than fifty (50%) percent of the day in K-6 and by period in 7-8 shall be counted as one (1) student in determining actual class enrollment assigned.

11.1.4 Only a teacher may ask for an increase in the maximum class enrollment assigned for their class for a specific programmatic purpose upon written application to and approval by the District.

11.1.5 The District shall make every effort to assign one instructional aide to all Self-Contained special education classes.

11.2 Excessive Class Loads

11.2.1 The District shall have fifteen (15) days from the beginning of the school year, to correct or balance any excess enrollment as noted in 11.1.1. On the sixteenth (16) day when any class enrollment exceeds these limits, as provided in Section 11.1.1 of this Article, the teacher will be compensated eighteen dollars ($18.00) per day for the first student and twenty-three dollars ($23) per day for each additional student.

11.2.2 Effective beginning with the 2022-2023 school year, the compensation provided in this section shall apply to grades TK-8 classes which exceed the limits set forth in section 11.1.1.

11.2.3 Teachers whose overages are for less than one full day will be compensated at the prorated amount of 1/5 of eighteen dollars ($18.00) or twenty-three dollars ($23) per day per student as applicable.

11.2.4 With the exception of the fifteen (15) days from the beginning of the school year, anytime class enrollment exceeds the limits as provided for in 11.1.1 for more than five (5) consecutive school days, the principal at the school shall notify the Superintendent of the overage.

11.3 Equal Class Size

11.3.1 Numbers of students scheduled into classes shall be equitably planned and balanced so that teachers have equitable class loads.

11.3.2 The District shall make every effort to equitably distribute Special Education students among all grade level classes in all schools.

11.4 Students will not be transferred into another class, nor shall new students to the district be placed into a class, unless the receiving teacher has received one full school day's notification. MPEA and the District shall develop a plan for the equitable transfer of students, and the equitable placement of new students to the district, and review the plan by the end of the second full week in September of each year.

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ARTICLE XII

DISCIPLINE/DISCHARGE

12.1 Notwithstanding any other provision(s) of this Agreement, a unit member may not be disciplined except for just cause.

12.2 Disciplinary action, including suspension with or without pay, may be immediately imposed where the nature of the offense or the possible consequences of repetition reasonably requires immediate action by the District.

12.3 Discipline for purposes of this Article shall not include written materials not placed in the personnel (permanent) file.

12.4 Probationary employees may be discharged for just cause.

12.4.1 Application

12.4.1.1 This procedure applies to the dismissal or suspension during the school year of certificated employees whose probationary period commenced during or after the 1983-84 school year.

12.4.2 Notice of Dismissal or Suspension

12.4.2.1 A Notice of Dismissal or Suspension shall be given by the Superintendent or the Superintendent's designee at least thirty (30) calendar days prior to the effective date of such action and no later than March 15 of the employee's second probationary year.

12.4.2.2 The Notice of Dismissal or Suspension shall include a statement of reasons for such action with sufficient particularity to permit the employee to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to the Stull Act (Ed. Code Section 44664) shall accompany this notice.

12.4.3 Service of Notice

12.4.3.1 The written Notice of Dismissal or Suspension shall be served by registered or certified mail or by personal service.

12.4.4 Suspension

12.4.4.1 Suspension may be proposed or determined for a specified period of time.

12.4.4.2 Suspension is without any pay and for a stated number of work or calendar days and may be initially proposed by the Superintendent or his/her designee, recommended by the hearing officer, or determined by the Governing Board.

12.4.4.3 When suspension is initially proposed by the Superintendent or his/her designee for a specified period of time, no more severe penalty may be recommended by the hearing officer or determined by the Governing Board.

12.4.5 Grounds for Dismissal or Suspension

12.4.5.1 Unsatisfactory performance as determined by an evaluation conducted in accordance with the Stull Act (Ed. Code Sections 44660—44665) and any current policy, if applicable, or negotiated contract provisions.

12.4.5.2 Any one or more of the causes specified in Education Code Section 44932.

12.4.6 Request for Hearing

12.4.6.1 The employee shall file a written request for hearing within 15 calendar days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the office designated no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing, and the proposed action shall be effective upon action by the Governing Board without notice of hearing, except as may be required in a Board meeting agenda.

12.4.7 Conduct of Hearing

12.4.7.1 Whenever a hearing is requested as provided above, the Governing Board shall decide, in its discretion, whether to conduct the hearing without the assistance of the Office of Administrative Hearings, or to contact the Office of Administrative Hearings to contract for the services of an administrative law judge appointed by the Office to conduct the hearing.

12.4.7.2 If the Governing Board decides to refer the matter to the Office of Administrative Hearings to conduct the hearing, the contract shall be made pursuant to the authority granted by Government Code Section 27727.

12.4.7.3 The conduct of the hearing presided over by an administrative law judge shall be in accordance with this procedure and the rules and procedures set forth in the Administrative Procedures Act (Gov. Code Sections 11500 and following), except:

12.4.7.3.1 The Notice of Dismissal or Suspension shall serve as the Accusation and Statement to Respondent.

12.4.7.3.2 Discovery shall be requested within fifteen (15) calendar days of receipt of the Notice of Dismissal or Suspension.

12.4.7.3.3 A Request for Discovery shall be compiled within ten (10) days of its service.

12.4.7.3.4 Any petition to compel discovery shall be filed in Superior Court within ten (10) days of refusal or failure to comply.

12.4.7.3.5 Non-substantive procedural errors committed by the District, the hearing officer, or the Governing Board shall not affect the decision unless the errors are prejudicial.

12.4.8 Decision of the Governing Board

12.4.8.1 The decision of the Governing Board (i.e., in cases in which the Board itself presided over the hearing) shall be in writing and shall state findings of fact and determinations of the issues.

12.4.9 Recommended Decision of the Administrative Law Judge

12.4.9.1 If an Administrative Law Judge presides over the hearing, his/her recommended decision shall be in writing and shall state findings of fact and determinations of the issues.

12.4.10 Review by the Governing Board

12.4.10.1 The Governing Board, at its next meeting which is not less than five (5) work days after the recommended decision of the Administrative Law Judge is received at the District Office, shall act upon that recommended decision. If the Board decides not to approve an adverse recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits, and listen to oral argument, if requested, as to the sufficiency of cause.

12.4.11 Judicial Review

12.4.11.1 Judicial review may be had by filing a petition for writ of mandate in Superior Court within fifteen (15) days of the effective date of the Governing Board's decision.

12.4.12 The provisions of Sections 12.4 and 12.5 shall not be subject to the grievance procedure.

12.5 Release of probationary employees at the end of the school year shall be according to Education Code Section 44929.21.

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ARTICLE XIII

LEAVE PROVISIONS

13.1 The benefits which are expressly provided by this Section, Article XIII, are the sole leave 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 implied, into this Agreement, only implementation of such other benefits subject to the grievance procedure, Article VII.

13.2 *Personal Illness and Injury Leave*

13.2.1 Full-time unit members shall be entitled to ten (10) days of leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days of leave as the number of hours per week of schedule duty relates to the number of hours for a full-time unit member in a comparable position.

13.2.2 After all earned leave as set forth in 13.2.1 and all accumulated sick leave as set forth in 13.2.3 are exhausted, additional non-accumulated leave shall be available beginning on the eleventh (11th) day of absence due to illness or injury for a period not to exceed five (5) school months (or one hundred (100) school days), provided that the provisions of 13.2.4 are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a daily substitute employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a daily substitute. In no event shall additional non-accumulated leave exceed one hundred (100) days in any school year. Only one (1) such non-accumulated leave shall be allowed for any single and continuous absence that extends into the next school year. The unit member and the Association are to be notified in writing by the Superintendent when sixty (60) workdays have been expended.

13.2.3 If a unit member does not utilize the full amount of leave as authorized in 13.2.1 in

any school year, the amount not utilized shall be accumulated from year to year. The Board shall provide each unit member with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than the third week of each school year.

13.2.4 After a unit member has had a continuous absence of five (5) days, the unit member, upon request by District management, may be required to present a physician's release authorizing return to work. The District may also require a medical doctor's verification to the Superintendent or designee that the illness or injury is sufficiently severe to warrant continued absence. Absent such verification, the District, after notice to the unit member, may refuse to grant such leave. When required to have a doctor's verification, the District will pay doctor's expenses for the report.

13.2.4.1 Upon documented reasonable cause; the District may require a unit member who has claimed sick leave to submit a physician's verification of illness. The District shall reimburse the unit member for the cost of such verification.

13.2.5 Whenever possible, a unit member must contact his/her immediate supervisor (through the Substitute Service) as soon as the need to be absent is known, but in no event less than one and one-half (1-1/2) hours prior to the start of the work day, to permit the employer time to secure substitute service.

13.2.6 A unit member who is absent three and one-half (3.5) hours or less per day, inclusive of the one-half (1/2) hour before and after the instructional day, shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds 3.5 hours, inclusive of the one-half (1/2) hour before and after the instructional day, a full day shall be deducted from accumulated leave. This calculation is for the purpose of defining leaves only and has no relation to, nor effect on, the length of the duty day.

13.3 *Personal Necessity Leave*

13.3.1 Leave, which is credited under 13.2.1 of this Article, may be used, at the unit member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed ten (10) days in any school year. Except in an emergency situation, Personal Necessity Leave may not exceed three (3) consecutive days without prior notification to the supervisor.

13.3.2 A unit member shall not be required to secure advance permission to use Personal Necessity Leave.

13.3.2.1 *Personal Necessity means:*

13.3.2.1.1 A business or civic endeavor or activity which cannot be conducted before or after the school day.

13.3.2.1.2 Death or serious illness of a member of his/her immediate family.

13.3.2.1.3 Accident involving his/her person or property or his/her immediate family.

13.3.2.1.4 Observance of a traditional religious holiday, provided that notice is given to the District at least five (5) working days prior to the date of the holiday.

13.3.3 Should circumstances arise requiring personal necessity, the unit member shall make every effort to comply with District Procedures to enable the District to secure a substitute, as provided in 13.2.5.

13.3.4 Under all circumstances, a unit member shall input their absence on the district's Absence Management system (Frontline Education formerly Aesop) or as referred to as "Substitute Service" in 13.2.5.

13.4 *Bereavement Leave*

13.4.1 A unit member shall be entitled to a maximum of four (4) days of absence, or six (6) days of leave of absence if four hundred (400) miles travel is needed, without loss of

salary on account of the death of any immediate family member. Bereavement Leave shall not be deducted from a unit member's sick leave.

13.4.2 For purposes of this provision, an immediate family member shall be limited to mother, father, registered domestic partner under state law, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, foster parent, foster child, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, niece, nephew of the employee or of the spouse of the employee and any person living in the home, or the immediate family (as defined above) of the registered domestic partner or spouse. Also included is the parent of the employee's child or any exceptions granted by the Superintendent. Upon request of the employee, Human Resources may grant Bereavement Leave for persons not listed above, provided however that these decisions are case by case and shall not establish a precedent.

13.4.3 A unit member shall notify the District of the need to be absent as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.

13.4.4 If the District reasonably suspects abuse of this leave, it may require the unit member to verify in writing that bereavement leave was used only for the purpose set forth in 13.4.1.

13.4.5 The Board shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this Section.

13. 5 *Pregnancy Disability and Child Bonding Leaves*

13.5.1 Pregnancy Disability Leave: The Board of Education shall grant a pregnancy disability leave of absence as provided by law to a female unit member who will be absent from her duties due to pregnancy, miscarriage, childbirth and recovery therefrom (hereafter referred to collectively as "pregnancy" for purposes of sections 13.5.1-13.5.6). Pregnancy shall be treated as a disability. Therefore,

accumulated sick leave shall be utilized by a unit member for absences due to pregnancy when a statement from the individual's physician indicates that the unit member is unable to work.

13.5.2 Except in an emergency, the employee shall provide written notice to inform the employer that the employee needs leave prior to the date when leave is desired, stating the approximate date the leave shall begin and the approximate date the unit member expects to resume her duties. In an emergency, this written notice shall be provided as soon as practicable. The length of the leave of absence including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

13.5.3 During absences necessitated by pregnancy the unit member's sick leave benefits shall be utilized as provided in Education Code 44965. When such disability occurs, the unit member shall be responsible for having her physician send a letter to the Human Resources Department stating the beginning date of disability. When the disability ceases, the unit member shall have her physician send a letter to the Human Resources Department stating the disability termination date and that the unit member is able to resume all duties associated with her position. Should the requested leave of absence begin prior to the beginning date of disability and extend beyond the disability termination date, these periods of time shall not be eligible for sick leave benefits except as provided in section 13.5.7 (Child Bonding Leave).

13.5.4 The District will pay its amount of unit member benefits during the period of the disability.

13.5.5 When the unit member has notified the District of the date to resume duties, the unit member's reinstatement shall commence on that date. If the original reinstatement date will be changed, written notification shall be given by the unit member to the Human Resources Department at least five (5) days prior to the

resumption of duties. Prior to the termination of the pregnancy disability leave, the unit member may request Child Bonding Leave.

13.5.6 Advancement on the salary schedule shall be in accordance with Article. XVII.

13.5.7 Child Bonding Leave:

Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). The employee shall provide to the Human Resources Department written notice to inform the employer that the employee needs leave prior to the date when leave is desired, stating the approximate date the leave shall begin and the approximate date the unit member expects to resume her duties.

13.5.7.1 For mothers, the 12-week child bonding leave shall commence at the conclusion of (but need not be taken immediately following) any pregnancy disability leave. Days of bonding leave need not be taken consecutively.

13.5.7.2 For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave. Days of bonding leave need not be taken consecutively.

13.5.*7.3* Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, she/he shall be entitled to differential pay as defined in section 13.2.2 above for the balance of the 12-week period.

13.5.7.4 Any child bonding leave (s) taken shall be concluded within one year of the birth or placement of the child with the employee in

connection with the adoption or foster care of the child by the employee.

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

13.5.8 The Board shall not refuse to do any of the following because of unit member's pregnancy:

13.5.8.1 Hire or employ.

13.5.8.2 Select her for a training program leading to employment, reassignment or promotion.

13.5.8.3 Prohibit or discharge her from employment.

13.5.8.4 Prohibit her from a training program leading to employment, reassignment or promotion.

13.5.8.5 Discriminate against her in compensation or in terms, conditions, and privileges of employment.

13.5.9 Unit members temporarily disabled due to pregnancy, or childbirth/recovery shall receive the same benefits as all other unit members temporarily disabled as certified by a physician.

13.5.10 A unit member shall be entitled upon request to an unpaid leave to begin at any time between the birth or adoption of their child and one (1) year thereafter.

13.5.11 *Family Care and Medical Leave* – The District will comply with the federal Family and Medical Leave Act of 1993, the California Family Rights Act, and state and federal regulations implementing such laws.

13.6 *Industrial Accident Leave*

13.6.1 Unit members shall be entitled to industrial accident leave according to provisions

in Education Code Section 44984 for personal injury, which was qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.

13.6.2 Such leave shall not exceed seventy-five (75) working days during which the schools of the District are required to be in session, or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

13.6.3 The District has the right to have the unit member examined by a physician designated by the district to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties to which a disability is attributable to the injury involved. When required to have a doctor's report, the District will pay doctor's expenses for the report.

13.6.4 For any days of absence from duty as a result of the same industrial accident the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

13.6.4.1 If the 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 unity member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

13.6.5 The Board's report of an industrial accident or illness shall be kept on file in the District Office.

13.6.6 The benefits provided in this Section are in addition to sick leave benefits.

Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of unit member who is absent due to an industrial accident or illness.

13.7 *Judicial Leave*

13.7.1 Unit members shall be provided leave for regularly called jury duty for minimum jury duty service called under law. The unit member must contact his/her immediate supervisor (through the Substitute Service) immediately upon notification of jury duty. Jury duty pay, minus mileage reimbursement, shall be paid to the District. When a unit member elects to be on standby for jury selection, the unit member will report to his/her assigned area and the District will guarantee to replace the unit member when called for duty. The unit member must notify the immediate supervisor when called for standby.

13.7.2 The Governing Board of a school district may grant leaves of absence to unit members to appear as a witness in court other than as litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

13.8 *In-Service Leave*

A unit member may be granted by the Superintendent up to three (3) days of paid leave each school year for the purpose of improving his/her performance or enhancing his/her professional education. Such leave may be used to visit classes in other schools or to attend workshops related to his/her performance in his/her program. Such leave may be requested by the unit member, his/her principal or immediate supervisor and must be mutually agreed upon.

13.9 *Association Leave*

13.9.1 The Association shall receive release time upon twenty-four (24) hours advance notification, when possible, to Substitute Services by the Association President to perform Association duties for forty-five (45) days at no loss of pay; however, the

Association will pay the cost of the substitute. The Association may elect to use an additional ten (10) days at no loss of pay; however, the Association will pay the full cost of the release time.

13.9.2 Unit members' fringe benefits shall remain in force during the Association leave period.

13.10 *Sabbatical Leave*

13.10.1 The Board of Trustees may, upon the recommendation of the Superintendent, grant a sabbatical leave for study, research, and/or travel. Sabbatical leaves are granted by the Board of Trustees to unit members where such leaves will improve his/her teaching skills and knowledge. Sabbatical leaves are not granted as a reward for work performed. Such leaves will be subject to the following:

13.10.1.1 All applications for sabbatical leave shall be submitted on a form provided by the Superintendent and shall include a detailed outline of the purposes and plans for use of such leave. The Board shall provide the Association with thirty (30) copies of Sabbatical Leave Application forms no later than October 1.

13.10.1.2 A unit member is eligible to apply for sabbatical leave who has served the District for seven consecutive years under a regular, full credential.

13.10.1.3 Applications for sabbatical leave shall be submitted to the Superintendent of Schools no later than five (5) calendar months before the date on which the proposed leave is to begin. A unit member, who has previously enjoyed a sabbatical leave, will not have preference over a unit member who has never received this leave.

13.10.1.4 The rate of pay for a unit member on sabbatical leave shall be fifty percent (50%) of the salary he/she would have received had he/she remained in the service of the District. Salary will equal one hundred percent (100%) for one-half (1/2) year or fifty percent (50%) for a

complete year. Health and welfare benefits shall be paid by the District for the unit member during the period of sabbatical leave absence. A year of sabbatical leave shall be counted as a year of experience on the salary schedule.

13.10.1.5 Upon application for sabbatical leave, the unit member shall sign an agreement to return to service in the District for not less than two (2) years upon completion of leave or restore to the District all salary payment received while on such leave. Sabbatical leave salary payment shall be equal installments payable at the beginning of each month, starting one (1) month after the effective beginning date of such leave.

13.10.1.6 In case of injury or illness of the unit member during sabbatical leave, the leave shall be terminated and all provisions for sick leave will apply as if the unit member were on full contract. If conditions change, the unit member may apply to the Superintendent for continuation of the sabbatical. If death prevents the unit member from fulfilling his/her agreement to return to services in the District, no repayment of salary received as of the date of death shall be required of his/her estate.

13.10.1.7 The unit member who has taken sabbatical leave shall file with the Superintendent a detailed written report to be disseminated to staff within thirty (30) calendar days after returning, giving evidence that the approved program of study has been carried out.

13.10.1.8 The maximum number of persons on sabbatical leave at any one time shall not exceed one percent (1%) of the total number of full-time certificated personnel employed by the District.

13.11 *Paid Leaves*

13.11.1 The unit member may return to the same position which he/she held immediately before the commencement of the leave or the closest comparable position available if

the original no longer exists. When a temporary position is made available, that position shall be filled only on a temporary basis (i.e., a permanent unit member on a temporary basis or a temporary unit member to fill that position).

13.11.2 The unit member shall receive credit for annual salary increments provided during his/her paid leave and any negotiated salary increases.

13.11.3 The unit member shall receive during his/her leave all other unit member benefits, including but not limited to, insurance and retirement benefits to the extent not expressly prohibited by law.

13.12 *Unpaid Leave*

13.12.1 While on an unpaid leave, the unit member does not receive step/column credit but does receive the negotiated salary increases.

13.12.2 The unit member must notify the district by March 1st or December 1st preceding the expiration of the leave, if the unit member plans to return to the same position which he/she held immediately before the commencement of the leave or the closest comparable position available if the original no longer exists. When a temporary position is made available, that position shall be filled only on a temporary basis (i.e., a permanent unit member on a temporary basis or a temporary unit member to fill that position).

13.12.3 The unit member may, by paying the appropriate costs for the benefits, continue the fringe benefits of his/her choice. Once fringe benefits selection is made, no other choice or change in fringe benefits during the term of the leave may be made.

13.12.4 The payment to cover the cost of fringe benefits selected by the unit member on leave must be received by the District no later than the fifteenth (15th) day of the month preceding the month in which the District payment is due. If payment is not received, fringe benefits will be terminated for the balance of the leave.

13.12.5 Upon request, the Board shall extend a unit member's child-rearing leave (section 13.5.10) and sabbatical leave (section 13.10) for a maximum of one (1) year; provided,

however, that at the end of the extension such unit member shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment, but shall be entitled to all other benefits provided in this Section.

13.12.6 Any unit member who seeks an extension of child-rearing (section 13.5.10) or sabbatical leave (section 13.10) shall request the extension no later than March 1 or December 1 preceding the expiration of the original leave.

13.13 *Legislative Leave*

Unit members who are elected to Public Office shall be granted a leave without compensation, increment, seniority, or tenure credit. The unit member shall be entitled to return to the position held at the time of the election or to the closest comparable position available, provided the unit member applies to the District for reinstatement within six (6) months of the expiration of the term of office. If the position so held has been abolished, the unit member is entitled to return to a position for which the unit member is certified.

13.14 *Study Leave (see 13.13.6)*

The District may grant a unit member an unpaid leave of absence to pursue education improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

13.15 *Other Leaves Without Pay*

13.15.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, or tenure credit may be granted for a period of one (1) school year for the following purposes:

13.15.1.1 Peace Corps.

13.15.1.2 Care for a member of the immediate family who is ill.

13.15.1.3 Reasons other than those listed in this Article upon request to the Superintendent and with Board approval. Such requests shall include a finite duration. Once the leave is granted, the unit member may not return to paid service or status prior to the specified end of the leave

duration period.

13.15.1.4 *Military Leave* — The District shall provide unpaid military leaves of absence to eligible unit members in accordance with applicable state and federal laws.

13.15.1.5 The applications for and granting of leaves of absence shall be in writing to the Superintendent or designee. In addition, a unit member on leave shall notify the District Personnel Office by March 1 of the school year as to an intent to return to employment in the District. Failure to do so shall mean that the unit member has automatically declined employment for the following year. Prior to such termination, the District shall specifically have notified the unit member at least ten (10) days in advance of the March 1 intent to return deadline.

13.16 *Duration Limits of Leaves*

No person who is a member of the bargaining unit shall be granted more than one (1) year of leave for any reasons not spelled out in the contract.

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ARTICLE XIV

ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

14.1 Assignment and Reassignment

14.1.1 For purposes of this Article, "assignment" is a designation of a specific position or responsibilities within a school or department or work location. Assignment includes the initial placement of a newly employed bargaining unit member in a specific school or work location. "Reassignment" is the change of unit member's position or responsibilities within the same school or department or work location.

14.1.2 The principal shall assign bargaining unit members. These assignments shall be done in writing no later than May 7 and shall be based on information known at that time. Such assignments shall include specific course titles and grades (7—8) or specific grade level and site assignments for K—6. All other bargaining unit members will be given specific assignments and location(s). All known unit member open positions for all work sites shall be emailed to all unit members and posted no later than May 7. Such positions may or may not be filled by the District based on student enrollment.

14.1.2.1 Unit members requesting reassignment and unit members being reassigned within a school shall be given first consideration for placement into open assignments within the school before outside voluntary transferees are considered. In making all assignments and reassignments the principal shall consider the unit member's training, experience, seniority, major and minor fields of study, competencies, credentials and advanced degrees.

14.1.2.2 The principal shall make every effort to find a volunteer prior to imposing an involuntary reassignment for any unit member in a self-contained assignment; which currently includes grade levels K-5, K-8 at Ida Jew Academies, and grade 6 at August Boeger. However, if there

are no volunteers the principal shall initiate the involuntary reassignment. Nothing herein requires the principal to reassign volunteers instead of making an involuntary reassignment.

14.1.2.3 The District shall notify, in writing, the unit member of the acceptance or denial of the assignment. A unit member may request the reasons for assignment to be given in writing.

14.1.3 The principal shall make every effort to make assignments within a grade level span of three (3) years. The member's current grade level shall be counted as one (1) year and the span as (2) additional grade level changes. For combination classes, the current higher grade shall be counted as one (1) year for a change in assignment to a lower grade, and the lower grade level shall be counted as one (1) year for a change in assignment to a higher grade. The principal shall also give consideration to keeping the unit member within the same department.

14.1.4 A bargaining unit member who is transferred during the school year shall be given three (3) working days without teaching responsibilities to prepare. A bargaining unit member who is reassigned during the school year shall be given one (1) to three (3) days without teaching responsibilities to prepare. The bargaining unit member may refuse, in writing, the right for up to (2) days of preparation. Unit members may request days without teaching responsibilities in excess of the amount provided in this section. Such requests shall be made to the principal and will be subject to the Superintendent or Superintendent's designee approval.

14.2 Transfers

14.2.1 For purposes of this Article, a "transfer" shall consist of the change in work location of a member of the unit from one school or work site to another school or work site within the District. A unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program. A transfer may be initiated by a unit member ("voluntary") or by the Superintendent ('involuntary").

14.2.2 Voluntary Transfers as a Result of Posting and Filling of Vacancies

14.2.2.1 A "vacancy" is a new position, an opening arising from a resignation, retirement, termination or layoff, or any position to which a unit member is not assigned or which is no committed for purposes of leaves and unresolved involuntary transfers.

14.2.2.2 Vacancies which arise during the school term for the subsequent or current school term shall be announced by the Personnel Office by posting a notice through District email and at each school site and forwarding copies to the office of the Association within five (5) working days of the approved vacancies.

14.2.2.3 A member of the unit may request, in writing, a transfer after completing two (2) years of service in the District. The transfer requests may be submitted to the Personnel Office at any time and shall remain active until September 1 of each school year. The Personnel Office shall keep an accurate record of all transfer requests.

14.2.2.3.1 The District shall schedule interviews with all unit members who have requested transfer to a vacancy for which they are qualified.

14.2.2.3.2 The District shall notify in writing the unit member of the acceptance or denial of the transfer request. This notice shall contain the specific reason(s) for denial.

14.2.2.3.3 If an approved vacancy arises during the summer months, within five (5) calendar days a copy of the "posting" of the vacancy shall be emailed to all unit members through District email and mailed to any unit member who has submitted an "Intent Form" or other written request to be notified of such vacancies to the Personnel Office. The posting shall be mailed to the official payroll address on file with the District; it shall

be the unit member's responsibility to maintain a correct address on file. Upon receipt of such a posting, a unit member must notify the Personnel Office in writing, within ten (10) calendar days of the date the posting was mailed, of his/her wish to be considered for the vacancy. In such event, the unit member shall be considered for the position in accordance with the following.

14.2.2.3.3.1 The Personnel Office Shall schedule an interview within (10) calendar days of the closing date of the vacancy.

14.2.2.3.3.2 The Personnel Office shall notify in writing the unit member(s) requesting transfer of the acceptance or denial of the request. The notice shall provide the reason(s) for denial.

14.2.2.4 The request for transfer will be sent to the Personnel Office with a copy to the appropriate administrator at the unit member's work site. A conference with the Superintendent shall be held at the request of the member of the unit of the Personnel Office in order to discuss the request.

14.2.2.5 For purposes of selection between two or more unit members requesting transfer to a vacant position, the Superintendent shall consider the seniority, training, experience, major and minor fields or study, competencies, past evaluations, and advanced degrees of each unit member.

14.2.2.6 When the Superintendent has considered two or more members requesting a transfer to a vacant position to be equal on the basis of training, experience, major and minor fields of study, competencies,

credentials, past evaluations and advanced degrees, the unit member with the most District-wide seniority shall be selected for transfer to the vacant position.

14.2.2.7 Only one voluntary transfer may be granted per unit member in any one (1) school year.

14.2.2.8 All voluntary transfers shall be filled in compliance with Education Code section 35036 and the provisions of this Agreement shall be construed to be and implemented in compliance with section 35036.

14.2.3 Involuntary Transfers

14.2.3.1 The district shall make every effort to find a volunteer prior to imposing an involuntary transfer for any unit member. However, if there are no volunteers the Superintendent shall initiate the involuntary transfer. Nothing herein requires the Superintendent to transfer volunteers instead of making an involuntary transfer. Involuntary transfers may be initiated for reason which shall include, but not be limited to the following: reasons which shall include, but not limited to, the following:

14.2.3.1.1 The needs of the District;

14.2.3.1.2 Filling a vacancy(s);

14.2.3.1.3 Accommodating the special staffing needs or scheduling needs and/or requirement of any school(s) or department(s);

14.2.3.1.4 Overstaffing;

14.2.3.1.5 Initiation, reduction or expansion of a program.

14.2.3.2 When the Superintendent has considered two (2) or more members for an involuntary transfer to a vacant position to be equal on the basis of training, experience, major and minor fields of study, competencies, credentials, past evaluations and advanced degrees, the unit member

with the least District-wide seniority shall be selected for the involuntary transfer.

14.2.3.3 The Association and any member of the unit who is to be involuntarily transferred shall be informed during a conference by the Superintendent of the reason(s) for the transfer. The conference shall be held no less than five (5) working days prior to the issuance of the notice unless unavoidable circumstances prevent such prior notification.

14.2.3.4 The Superintendent shall not involuntarily transfer a unit member more than once in a three-school-year period. However, if the unit member voluntarily does not complete the school year at the site to which he/she was involuntarily transferred, the involuntary transfer shall be considered void for the purposes of this Article.

14.2.3.5 An involuntary transfer log shall be maintained in the Office of the Superintendent.

14.3 Reassignments and Transfers Due to Certificated Layoffs

14.3.1 For purposes of Article 14.3, "reassignment" and "transfer" shall be defined as an involuntary change to a different program and/or a movement from one work site to another work site (section 14.2 transfer) or a change of grade level or department within one school or work site (section 14.1.1 reassignment) which results from certificated layoffs pursuant to Education Code Section 44955 and which may be necessary to assure the retention of certificated employees with seniority greater than those being laid off. This definition specifically excludes any reassignment, transfer or change in program assignment which does not result from the District's obligation to reassign pursuant to Section 44955 of the Education Code.

14.3.2 When the District determines that a transfer or reassignment is necessary the following procedures shall be implemented:

14.3.2.1 The District shall notify the Association that a transfer or reassignment

is necessary. A meeting between the Association and the District shall be scheduled to discuss the District's plan to transfer or reassign bargaining unit members.

14.3.2.2 Unit members who are affected by the transfer or reassignment plan shall be invited by the Association to attend a joint meeting (District and Association) where they shall be afforded an opportunity to respond to the plan.

14.3.2.3 Any unit member scheduled to be transferred or reassigned shall be entitled to a written notice of such transfer or reassignment within ten (10) calendar days of the effective date of such transfer or reassignment; and in addition, upon request, will be entitled to a conference with the principal and the Superintendent regarding the transfer or reassignment, at which time the unit member will be provided with the reasons for the transfer or reassignment and with the opportunity to discuss those reasons.

14.3.2.4 Based on district seniority, unit members who are transferred or reassigned under Article 14.3 shall have first priority to return to the school, grade level, or department from which they were transferred or reassigned, if an assignment exists for which they meet the credentialing requirements and after the District has exhausted its obligation to any employee who retains re-employment rights. The District may post that position as a vacancy.

14.4 The reasons for an assignment, reassignment or transfer shall be grievable through Level Two (Superintendent/Designee) of Article VII of this Agreement.

14.5 Moving of Materials: Upon notice to the principal/immediate supervisor, the District shall move a teacher's materials to a new location when the teacher's work location changes (reassignment or transfer). For purposes of this Section, "materials" is limited to classroom

instructional materials and other classroom-related equipment and shall specifically exclude personal items not used for educational purposes. The last teacher workday shall be utilized by the teacher to prepare materials for moving.

14.6 Teachers who are transferred or reassigned into a new subject area or grade level shall be given the curriculum materials and teaching manuals for their new assignments within ten (10) workdays of their new assignments.

14.6.1 When a new classroom is established, an additional $1,000 shall be allocated to the decentralized budget of the affected school for the purpose of materials for classroom use in setting up the new classroom.

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ARTICLE XV

CERTIFICATED EMPLOYEE EVALUATIONS

15.1 Objective of the Evaluation

15.1.1 It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the Board to assist all unit members, but especially less experienced - unit members, in improving their professional skills.

15.1.2 All newly employed certificated employees shall be provided the opportunity to participate in an orientation program developed by the District. The District shall publish and distribute the "CERTIFICATED EMPLOYEES EVALUATION PROCESS" (which includes timelines, "Expectations…" statements, and copies of all approved forms). Changes to any documents or forms shall be made only after consultation with the Association.

15.2 Premise of Evaluation Program

15.2.1 The Board accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The Board agrees to make provisions to enhance the competence of evaluators.

A. Unit members that have at least four years of experience and whose last three evaluations, (Traditional, Partner Option, or Portfolio Option) have been satisfactory may choose with the consent of the Evaluator the option of doing a Partner Option, a Portfolio Option or being evaluated by an Administrator using Form A – Traditional.

Unit members with at least four years of experience, and whose last three

evaluations were satisfactory may participate as a chosen Partner for Partner Option.

B. All Long-Term Substitute, Temporary, Intern, Probationary, or Permanent unit members whose last evaluation was not satisfactory shall be evaluated using the Traditional Evaluation.

15.2.1 No later than the 20th workday each authorized evaluator shall post a tentative list of evaluatees at each site. These lists shall include the names of each evaluatee and the assigned evaluator. These lists are subject to change only with the addition of unit members who were hired after the tentative lists were posted.

15.2.2 Each evaluation shall be based upon the California Standards for the Teaching Profession. Form A Traditional Evaluation there shall be at least one (1) observation, lasting twenty to fifty (20-50) minutes, which will be followed by a conference within ten (10) working days in which the evaluator and the evaluatee shall review and discuss the unit member Observation Notes.

15.3 Traditional Evaluation

15.3.1 Every Long-Term Substitute, Temporary, Intern, Probationary 1 and Probationary 2 unit member shall be evaluated annually in writing by a Board-authorized evaluator using Evaluation Form A- Traditional.

15.3.2 Every permanent unit member shall be evaluated in writing by a Board authorized evaluator at least once every other year. Summative evaluations will be completed no later than April 1 of the years in which they are conducted. A Board-authorized evaluator may evaluate permanent unit members in the bargaining unit who have at least ten (10) years of District service and whose previous evaluation rated the unit member as meeting or exceeding standards every five (5) years, provided the unit member is "highly qualified" as defined by applicable law, and provided further that the every five (5) year evaluation cycle is established by mutual agreement of the District and the bargaining unit member. The certificated unit member or the

evaluator may withdraw consent to the five (5) year evaluation cycle at any time. If such consent is withdrawn by the District, the District will provide the unit member with timely advance written notice of such withdrawal of consent including reasons.

15.3.3 The evaluator and the evaluatee shall meet to review the evaluation forms, process and timeline by October 31st. Only the forms cited in 15.1.2 shall be used. The first observation may be scheduled at this time and must occur by January 31st for every Long-Term Substitute, Temporary, Intern, Probationary 1, Probationary 2, and unit members on an assistance plan. Any evaluation constraints identified by the evaluatee shall be documented at this time.

15.3.4 During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters. With the mutual agreement of the evaluatee and the evaluator, the evaluation parameters may be modified. Under no circumstances shall the evaluatee be penalized if circumstances change.

15.3.5 Each evaluation shall be based upon the California Standards for the Teaching Profession. For a Traditional Evaluation, there shall be at least one (1) observation, lasting twenty to fifty (20-50) minutes, which will be followed by a conference within ten (10) working days in which the evaluator and the evaluatee shall review and discuss the unit member Observation Notes.

15.3.6.1 If a standard or element is not observed during a particular observation, the relevant box on the evaluation form should be filled in after discussion at the post-observation conference.

15.3.6.2 At least three (3) documented discussions and/or observations shall take place prior to indicating that the unit member's performance is below standard.

15.3.6.3 The evaluatee shall receive a copy of the written evaluation in accordance with the district timeline.

15.3.7 The first observation shall be arranged by the evaluator and the evaluatee at least two (2) days in advance of the observation and must occur by January 31st. Other observations may be on a drop-in basis but must conform to 15.3.6 of this Section.

15.4 The Partner Option

15.4.1 Procedures for the Partner Option

Role of the Unit Member

15.4.1.1 Prepare a written draft of the selected Area of Inquiry and attend initial meeting with evaluator by October 31st (this draft may also be prepared collaboratively by the unit member and the evaluator).

15.4.1.2 Participate in two (2) pre-conferences, two (2) observations and two (2) post-conferences with Partner. The first must occur before January 31st and the second before April 10th.

15.4.1.3 Complete pre- and post-conference forms for each of the two (2) observation cycles and give them to the Evaluator within ten (10) workdays after each observation.

15.4.1.4 Share results of the partner observations with evaluator and attend summative meeting by May 1st.

15.4.2 Role of the Evaluator

15.4.2.1 Schedule and attend the initial meeting to finalize the draft of the Area of Inquiry by October 31st.

15.4.2.2 Receive and respond to pre- and post-conference forms from Partner and Evaluatee ten (10) workdays of receipt.

15.4.2.3 Schedule/attend summative conference by May 1st.

15.4.2.4 Send copy of Area of Inquiry and a final evaluation to the Personnel Department for placement in the unit member's file.

15.5 The Portfolio Option.

15.5.1 Role of the Unit Member

15.5.1.1 Prepare a written draft of the selected Area of Inquiry and attend initial meeting with evaluator by October 31st (this draft may also be prepared collaboratively by the unit member and the evaluator).

15.5.1.2 Make first selection for the Project and write a reflection to be submitted by January 15th.

15.5.1.3 Attend the optional group meeting by January 31st to share first selection for the portfolio and the reflection.

15.5.1.4 Make one (1) other selection for the Project and write corresponding reflections.

15.5.1.4.1.1 The second selection may be prepared collaboratively by the unit member and the evaluator.

15.5.1.4.1.1.1.1 This selection includes a pre- and post-discussion that will be completed by April 10th.

15.5.1.5 Prepare final evaluation and attend summative meeting by May 1st.

15.5.2 Role of Administrator

15.5.2.1 Schedule and attend initial meeting with unit member and finalize the draft of the Area of Inquiry by October 31st.

15.5.2.2 Schedule and attend group meeting by January 31st. The purpose of this meeting is for participating unit members to present and discuss (as a group) their first selection and corresponding reflections.

15.5.2.3 May collaborate with participating unit members to generate one of the selections for the portfolio. May write the reflection with the unit member at the post conference.

15.5.2.4 Schedule/attend a summative conference by May 1st.

15.5.2.5 Send copy of Area of Inquiry and final evaluation to the Personnel

Department for placement in the unit member's file.

15.6 Evaluations

Any evaluatee who receives an unsatisfactory/negative evaluation or observation shall, upon request, be entitled to a subsequent observation and conference. Such entitlement shall continue after each written observation and/or evaluation until the problems cited in the observation or evaluation are rectified.

15.6.1 An evaluatee shall, upon request, be observed once during each evaluation cycle by an observer other than his/her primary evaluator. At this time, the evaluatee shall supply the District with a list of three (3) Board approved alternate evaluators among whom the District may select.

15.6.2 The evaluator shall take affirmative action to correct any area not meeting standard.

15.6.2.1 Assistance Plan:

Whenever an evaluatee does not meet standards, the evaluator shall meet with the evaluatee to discuss the assistance plan prepared by the evaluator. This plan shall be in writing and shall include a timeline, specific recommendations for improvement, direct assistance in implementing such recommendations, and adequate release time for the evaluatee to visit and observe other similar classes within the school or within other schools. The evaluatee may propose modifications to the plan, but the evaluator shall have final approval. Implementation of the plan shall be the joint responsibility of the evaluator and the evaluatee.

15.6.3 When the unit member's performance demonstrates that standards have been met, documentation shall be placed in the personnel files stating the standard has been met.

15.6.4 No evaluatee shall be held accountable for any aspect of the educational program over which he/she has no authority or ability to correct deficiencies.

15.6.5 Non-administrative certificated personnel shall not be required to participate in the

evaluation of other non-administrative certificated personnel, nor shall they be required to evaluate their own performance.

15.6.6 The evaluator shall not base his/her evaluation of an evaluatee on any information which was not collected through direct observation or discussion with the evaluatee. Hearsay statements shall be excluded from written evaluations.

15.6.7 Only the process, not the content, of the evaluation or assistance plan can be grieved. An evaluatee may use the grievance procedure found in Article VII for purpose of procedural violations only.

15.6.8 The Board shall release bargaining unit members who are chosen to serve on the Commission on Professional Competence in accordance with Education Code Section 44944. Such service shall be considered a professional responsibility and the rights and duties of the member rendering such service shall be those contained in Education Code Sections 44944 and 45047.

15.6.9 No derogatory or negative material which relates to the bargaining unit member's evaluation may be placed in that member's personnel file unless the member has been given a copy of such material and has been given a chance to respond in writing within ten (10) workdays. The written response shall be attached to the material prior to insertion in the personnel file.

15.6.10 Placement of Evaluation in Personnel File

Notwithstanding the timeline set forth in Section 15.7, observational notes may be placed in the official personnel file under the following procedure.

15.6.10.1 If the evaluation does not constitute satisfactory performance the Unit member. Observation Notes will be attached to the evaluation.

15.6.10.2 If an evaluator determines that the Unit member Observation Notes are to be included in a unit member’s personnel file as an attachment to the evaluation, the evaluator must notify the evaluatee, in writing, of such possibility within ten (10) working days following the

observation/discussion.

15.6.10.3 The evaluatee is entitled to respond in writing to the Unit member Observation Notes. Such response must be received by the District within ten (10) working days following the evaluatee's receipt of the evaluation. This response will be permanently attached to the unit member Observation Notes.

15.6.10.3 If the evaluator determines the unit member Observation Notes will not be attached to the evaluation, such unit member Observation Notes may not at a later time be included in the personnel file. If the unit member Observation Notes are attached, any written responses previously received from the evaluatee shall be included.

15.6.10.4 If the evaluator decides not to attach the Teacher Observation Notes to the evaluation, this shall not preclude the evaluator from incorporating comments, suggestions, etc., from the Teacher Observation Notes into the written evaluation, provided, however, that Section 15.3.6 of this Agreement is followed regarding the inclusion of negative (unsatisfactory) comments or judgments in an evaluation (i.e., the need for at least three (3) observations).

15.6.10.5 In light of Section 15.3.6 of this Agreement, the unit member containing negative comments or judgments may not be attached to the evaluation unless at least three (3) observations/discussion conferences have been completed.

15.7 Personnel Files, Adverse Material

The Board shall not base any adverse action against a bargaining unit member upon materials prepared by the District which are not contained in such member's personnel file. Moreover, the Board shall not base any adverse action against a unit member upon materials which are contained in such member's personnel file unless the materials had been placed in the file within twenty (20) days of the incident giving rise to such materials and the member had been

notified at such time that such materials were being placed in the file.

15.8 Obtaining Copies

15.8.1 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

15.9 Dating and Signing Material

15.9.1 The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

15.10 Information Request Log

15.10.1 The Personnel Office shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination to the unit member or his/her Association representative if so authorized by the - unit member.

15.11 Limiting Access

15.11.1 Access to personnel files shall be limited to the members of the District administration on a need-to-know basis and/or upon subpoena of record. Board members may request the review of a file at a duly constituted personnel session of the entire Board. The contents of all personnel files shall be kept in the strictest confidence.

15.12 Complete Files

15.12.1 The District shall maintain the unit member's personnel files at the District's central office. Any files kept by the unit member's immediate supervisor shall not contain any materials not found in District files with the exception of material being collected to write evaluations and the supervisor's personal records. The unit member's personnel file shall include a copy of all absence forms signed by the unit member.

15.13 Personal and Academic Freedom

15.13.1 The Board shall not inquire into, nor predicate, any adverse action upon a unit member's personal, political and Association activities.

15.14 Open Exchange of Ideas

It is recognized and agreed that the welfare of students is served through the introduction and open exchange of ideas, materials and positions which might be deemed to be unpopular or controversial, unless such action constitutes a clear and present danger to students and/or other unit members of the District.

ARTICLE XVI

SUMMER SCHOOL

16.1 All teachers who are employed in summer school shall be on duty for the daily number of hours established by the Board. Pupil contact shall be maintained at a minimum level which covers the full cost of the summer school operation. The summer school program shall be financially self-sufficient and not encroach on the District's general fund. Summer school teaching shall begin within ten (10) working days of the end of the regular school teaching calendar.

16.2 Following the first regular Board meeting in May, teachers who have applied for summer school assignments shall be notified of their selection to work in the certain assignment so that materials, requisitions, and evaluative agreements can be reached in a timely manner.

16.3 All teachers who work summer school will be evaluated in terms of goals and objectives which have been agreed to in writing between the principal and the teacher.

16.4 Teachers who are chosen to be summer school principals will maintain their bargaining unit memberships but will be given a release to perform those administrative tasks covered in the job description, such as evaluation of the summer school. The Association shall grant this release and agrees to take no reprisal against the principals for acts the principals may have taken in the line of duty against a member of the unit. The principal shall be paid a stipend (including a planning stipend) as established by the District. If a unit member is chosen to be principal, he/she shall receive the stipend or his/her hourly rate of pay (calculated on a summer school teacher's regular workday and work year), whichever is higher. The title "principal" is not intended to affect the District's ability and authority to require or not require an administrative credential for this position in any given year.

16.5 Teachers in the Mt. Pleasant School District shall have first choice of summer school openings.

16.5.1 No teacher who works summer school will be transferred from one site to another except with the consent of the teacher.

16.5.2 A teacher's first choice to summer school openings is subject to his/her having a

satisfactory work record for the preceding regular school year. Any unsatisfactory work shall be documented.

16.6 Beginning with the sixth (6th) summer school day, the class load shall be stabilized at contract class size maximums. A teacher may request an increase for a specific proposed program upon a conference with the principal. A class that has not retained twenty-eight (28) students by the end of the sixth (6th) summer school day may be dropped.

16.7 Teachers will work at their regular hourly rate.

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ARTICLE XVII

CONTRACTING OUT

17.1 The District agrees to meet and secure approval with the Association prior to contracting out bargaining unit work. Nothing in this process will violate District or Association rights covered in Chapter 10.7, Sections 3540-3549 of the Government Code. ("EERA"). Contracted out personnel shall not be used in the calculation of pupil-teacher ratios. (See Addendum A)

ARTICLE XVIII

COMPENSATION AND BENEFITS

18.1 2023-2024 School Year: Effective July 1, 2023, the 2023-2024 salary schedules, longevity increments, and the hourly rate shall be increased by five percent (5%). In addition, one thousand dollars ($1,500) shall be added to each cell of the salary schedule (Certificated and Psychologist Salary Schedules). This is equal to a six percent (6.5%) salary increase for the bargaining unit.

Effective July 1, 2023, unit members who are assigned to a Speech and Language Pathologist (SLP) position shall be added to and compensated according to the current Psychologists salary schedule, including working a 190-day work year and 7.5 hour work day.

The parties agree to reopen Article 18: Compensation and Benefits for the 2024-2025 and 2025-2026 school years.

18.2 Mileage Allowance

Members of the bargaining unit whose position and scope of duties require the use of their personal automobiles, and who have been specifically authorized in advance by the Superintendent to use their automobile, shall be reimbursed at the rate approved by the Board. The member shall be required to file for such reimbursement on the District Mileage Claim Form. The Mileage Reimbursement Rate will be the current IRS allowable rate.

Total compensation: See Section 18.6

18.3 Stipends

Master's Degree:	$2,000.00 annual stipend
Doctoral Degree:	$2,300.00 annual stipend

National Board Certification $1,800.00 annual stipend

18.3.1 Teachers who have a valid BCLAD Teaching Credential shall receive an annual stipend of two thousand ($2,000.00).

18.3.2 Teachers who teach in a Special Education position shall receive an annual stipend of five thousand ($5,000.00).

18.3.3 Teachers who are assigned to teach in a single subject math or science position shall receive an annual stipend of two thousand ($2,000.00).

18.3.4 Members who accompany students on any district-approved overnight event or activity shall be paid a stipend of three hundred and fifty dollars ($350.00) per night.

18.4 Salary Schedule: The salary schedule shall be configured as follows:

AB + 30

AB + 45

AB + 60

AB + 75

18.4.1 Longevity (Total number of years of service in MPESD Non-Cumulative):

See chart below for amounts per year

	2023-2024 (6.5%)
With 10 years	$2,405
With 15 years	$3,607
With 20 years	$4,810

Longevity- with twenty-five (25) years of service longevity will be 5% of the salary rate at Step 20 Range 60 for teachers at Range 60 or Range 75, Step 20 for teachers who are at Range 75.

Longevity-with thirty (30) years of service longevity will be 5% of the salary rate at Step 25 Range 60 for teachers at Range 60 or Range 75, Step 25 for teachers who are at Range 75.

18.4.2 For purposes of initial placement on the schedule, new unit members initially employed on or after July 1, 2015, shall be allowed up to fifteen (15) years of creditable service (Step 16). Initial placement on the Salary Schedules shall be confirmed by official transcripts verifying degrees earned and all subsequent units completed, consistent with applicable District policy.

18.5 Hours worked beyond the contractually obligated workday of seven and one-half (7.5) hours, excluding duties for which a stipend is paid, shall be compensated at the regular hourly rate. All additional hours must be designated and pre-approved by the immediate supervisor. This rate shall be $55.46 for the 2023-2024 school year. Beginning with the 2020-2021 school year, the hourly rate shall increase automatically by the same percentage as the negotiated salary schedule increase provided in section 8.1. The new rate will not apply to any hourly work completed before the approval of this agreement.

18.6 Salary Advancement/Professional Growth

18.6.1 All units which were submitted to the District for column advancement for credit prior to September 1, 1992 have been and will continue to be accepted as verified and valid.

18.6.2 For all units completed and/or submitted for salary credit on or after September 1, 1992, the unit member shall submit appropriate verification of units successfully completed (i.e., a letter grade of "C" or above, or a "pass" rating) as indicated below:

(a) Official transcripts, or

(b) Official certificate of attendance/grade, or

(c) Document identified as sent from the registrar's office after completion of the course, including course number, course name, units awarded, grade, and name of student.

18.6.3 All units are acceptable for salary schedule credit within the following framework:

18.6.3.1 Courses successfully completed from an accredited college or university or institution approved by the California State Department of Education/California State Board of Education for the purpose of providing specific staff development training in the implementation of appropriate instructional materials.

18.6.3.2 Courses taken in order to:

a) Upgrade professional competency;

b) Achieve an advanced education degree;

c) Meet the requirements for additional credential(s) /certification(s) in the education field.

18.6.3.3 Unit members may not repeat for Salary Schedule credit courses for which credit already has been

granted. A duplicated course is construed as one essentially concerned with the same content or substance and having generally the same title or catalog description.

18.6.3.4 Continuing Education Units (CEUs): Credit shall be granted for CEUs as follows:

18.6.3.4.1 One (1) credit shall be earned for ten (10) hours of continuing education coursework for courses completed on or before August 31, 1991.

18.6.3.4.2 For courses completed after August 31, 1991, CEUs will count as two-thirds (2/3) of a semester unit.

18.6.3.4.3 Training approved by the Superintendent and offered by the Mt. Pleasant School District, after the instructional day, shall be used by CEUs for placement on the Salary Schedule. Every hour of training will be combined with other training hours and when the unit member has accrued 10 hours of training, it will count the same as one (1) CEU taken at any college or university for placement on the Salary Schedule.

18.6.3.5 Exceptions to the above shall be cleared through the Professional Growth Committee (18.7).

18.6.3.6 The Professional Growth Committee shall justify exceptions in writing and submit them to the Superintendent/designee for approval.

18.6.4 Unit applications may be challenged or denied for the following reasons:

18.6.4.1 Educational objective or course unrelated to school teaching, guidance, administration, or counseling.

18.6.4.2 Failure to comply with any part of Section 18.7.

18.6.5 Credit shall be granted for all units approved and taken up to the total specified by the approved Salary Schedule. Such units shall be honored only if they fall within the "block" set forth by the Salary Schedule, such as AB+30, etc.

18.6.6 Appropriate verification must be submitted by September 1 of the year in which salary credit is expected to be received. In cases where, due to lateness of instructional period, official verification cannot be obtained by September 1, a signed letter from the instructor stating that the applicant has successfully completed the course will be accepted. This shall be followed by receipt of the official verification by November 1 in order for unit credit to be continued. If this verification is not received by November 1, the District may, after prior notice to the unit member, recover through automatic payroll deduction any compensation already paid based on

the unverified units.

18.7 Unit members may appeal denial of credit to the Professional Growth Committee.

18.7.1 The Committee shall consist of equal numbers of unit members, selected by the Association, and administrators, appointed by the District.

18.7.2 The Committee decision shall be advisory to the District.

18.8 Fringe Benefits

The Association and the District shall continue to work jointly on cost containment activities. During the term of this Agreement, the parties will continue to explore options regarding health and welfare coverage; however, the status quo will continue until and unless the parties mutually agree to change carriers and/or plans. Effective July 1, 2023 the maximum total contribution for fringe benefits will be increased from its present level of $15,500 to $17,500 per fiscal year. The parties agree the foregoing change supersedes any previous MOUs regarding the expenditure of funds from a particular District reserve. Any amount exceeding the District's maximum contribution shall be paid by the unit member through payroll deductions

18.8.1 Unit Members who work less than full-time receive the option of pro-rated health and dental insurance coverage consistent with their work time. They shall pay the difference in premium through payroll deduction.

18.8.1.1 Retired unit members who were under Plan 100 or the Kaiser Plan, and/or the Delta Dental Plan, and/or the California Vision Service Plan immediately prior to retirement, and who are not participating in the retirement incentive program, shall be subject to the rules, regulations, procedures, and policies of the respective insurance plans/companies relative to their option of remaining in

the group(s) and paying group(s) rates. Those who exercise an option to remain in a group shall pay their own premium through the Business Office pursuant to the procedures in Section 13.12.3.

18.8.2 Health Insurance

18.8.2.1 The District shall provide unit member-only Health Insurance through CalPERS Health Benefits: The health plan options include Anthem, Blue Shield, and Kaiser.

18.8.2.2 The CalPERS Health Benefits shall include paid prescriptions coverage provided under the Plan.

18.8.2.3 Before there are changes to medical benefits, a retiree covered by the medical plan being changed will be asked to serve on the health/benefits committee.

18.8.3 Dental Insurance

18.8.3.1 The District shall provide unit member only (employee-only) coverage for each bargaining unit member through the Delta Dental Plan.

18.8.3.2 The District shall provide full dependent coverage for each bargaining unit member in the Delta Dental Plan "I," including orthodontia 50/50 maximum.

18.8.4 Vision Insurance

18.8.4.1 The District shall provide members of the bargaining unit, and full dependent, Vision Insurance for each member of the bargaining unit through the California Vision Service Plan ($5) deductible.

18.8.5 Income Protection

18.8.5.1 The District shall provide members of the bargaining unit Income Protection Insurance for each member of the bargaining unit through Occidental Income Protection Plan "A" (based on individual salary).

18.8.6 Life Insurance

18.8.6.1 The District shall provide members of the bargaining unit $50,000 in Basic Life Benefits Life Insurance, as specified with CTA, for each member of the bargaining unit. ($12.00 tenthly).

18.8.6.2 Members of the bargaining unit wishing to add dependent coverage for existing health insurance plans (18.7.2) may do so at their option through payroll deductions. Any amount exceeding the District benefit cap per year in total Fringe Benefits premiums per member of the bargaining unit shall be paid by the member of the bargaining unit through payroll deductions.

18.9 Post-Retirement Health and Welfare Incentive Program

Except as otherwise agreed, if an eligible member of the bargaining unit chooses to retire early, the District will contribute to payment of premiums for all health and welfare benefits as provided herein until the retired unit member secures employment elsewhere where insurance is paid, or upon death of the retired unit member, subject to the rules, regulations, procedures and policies of the respective insurance plans/companies, including but not limited to open enrollment periods prescribed by such insurance plans/companies. If the District sponsors more than one group hospital and medical component plan, the retired unit member may choose the plan under which he/she wishes coverage, provided the retired unit member was enrolled in a plan

for the year prior to retirement.

18.9.1 To qualify for this early Retirement Incentive Plan, the following criteria must be met:

18.9.1.1 The unit member must have reached the age of fifty-five (55);

18.9.1.2 Depending on the year in which the unit member retires, the unit member must have at least the following number of years of certificated service in the District:

1994-95 - 11 years

1995-96 - 12 years

1996-97 - 13 years

1997-98 - 14 years

1998-99 (and after) - 15 years

18.9.1.3 The unit member must have retired from the Mt. Pleasant School District.

18.9.1.4 The unit member must have been enrolled in the District group health and medical plan for the year prior to retirement. The premium that the District will pay is based upon a full-time assignment. Eligible unit members working less than a full-time assignment will receive the appropriate pro-rated percent of the premium paid by the District. The pro-rated percentage of the premium paid by the District at the time of retirement shall remain constant thereafter until the unit member secures employment elsewhere where the insurance is paid or upon the death of the unit member.

18.9.1.4.1.1 All unit members hired for the 1997/98 school year and thereafter shall receive District contribution up to the amount of the contribution paid to the unit member during the year in which the unit member retires, up to the age of sixty-five (65).

18.9.1.4.2 Eligible unit members hired on or after July 1, 2004, will receive District health and welfare benefits, at the appropriate District contribution level, until retirement from the District. Upon the retirement of any unit member hired on or after July 1, 2004, said unit member may elect to continue to participate in the District group benefit plans and programs, if any, at their own cost and expense from the date of their District retirement to the age of sixty-five (65), subject to the rules, regulations, procedures and policies of the respective insurance plans/companies, including but not limited to open enrollment periods prescribed by such insurance plans/companies.

18.9.2 The maximum District contribution for payment of premiums for all health and welfare benefits for members participating under this program shall be as follows:

18.9.2.1 Unit members who retire on or before June 30, 1989 shall receive District contribution on the same basis as for regular full-time unit members.

18.9.2.2 Unit members who retire after June 30, 1989 shall receive District contribution up to the amount of contribution paid to unit members during the year in which the unit member retires.

18.10 Golden Handshake Program

Retirement Incentive Programs, such as AB 1207, enacted as Chapter 313, Statutes of 2003, effective January 5, 2004, shall be negotiated.

18.11 Shared Contracts

Bargaining unit members may propose shared contract agreements to the Superintendent, whose decision on the proposal shall be final (i.e., not subject to Article VII - Grievances).

18.12 Reduced Workload

Upon the request of the unit member, the Board may approve a reduced workload agreement in conformance with the provisions of Education Code Section 22724 and in conjunction with the following additional provisions:

18.12.1 The agreement shall commence at the beginning of a school year or at the beginning of the second semester.

18.12.2 For purposes of calculating the minimum part-time employment required under this Section, each instructional period taught during the final year of full-time employment shall be counted as 0.20 full-time equivalency (FTE).

18.12.3 The decision of the Board to approve or reject a proposed workload agreement within the meaning of this Section shall not \ be grievable under ARTICLE VII of this Agreement.

18.13 IRC Section 125

The parties agree to implement an IRC Section 125 plan, the terms and conditions of which shall be subject to the mutual agreement of the parties.

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MANAGEMENT RIGHTS

19.1 The exercise of the powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall only be limited by the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with law.

19.2 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 right to:

19.2.1 Determine its organization.

19.2.2 Direct the work of its employees.

19.2.3 Determine the times and hours of operation.

19.2.4 Determine the kinds and levels of services to be provided and the means and methods of providing them.

19.2.5 Insure the rights and educational opportunities of students.

19.2.6 Determine staffing patterns.

19.2.7 Determine the number and kinds of personnel required.

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ARTICLE XX

CONCERTED ACTIVITIES

20.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

20.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all teachers to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by teachers who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those teachers to cease such action.

20.3 It is agreed and understood that any teacher violating this Article may be subject to discipline up to and including termination by the District.

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SAVINGS

21.1 If any provisions of this Agreement are held to be contrary to law by a court or administrative body of competent jurisdiction, such provision will be deemed invalid and shall remain in force only to the extent permitted by law. All other provisions will continue in full force and effect.

21.2 Should a provision or application be deemed invalid as described in Section 21.1 above, the parties shall meet not later than ten (10) working days after such court decision to re-negotiate the provision or provisions affected, if appropriate.

21.3 In the event that a salary schedule is adopted which contains an error resulting in either an overpayment or underpayment to a unit member, the District shall promptly correct the overpayment or underpayment by the adjustment of compensation. Education Code Section 45022.

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ARTICLE XXII

GOAL SETTING AND YEARLY PLANNING

22.1 The intent of this Section is to recognize the value of every unit member participating in yearly goal setting.

22.2 Beginning with the third (3rd) school week, and not later than September 30, the unit member will complete and submit the Individual Goals Form to the Administrator.

22.2.1 The purpose of the Individual Goals Form is to support a process for each individual unit member to establish professional goals for the current school year in alignment with the California Standards for the Teaching Profession (CSTPs).

22.2.2 The unit member shall choose only one standard as a goal from Standards 1 through 5. Unit members shall use Standard 6 to support the established goals.

22.3 The Administrator will meet with each unit member by October 31 to review and collaborate on the individual goals to ensure alignment with the California Standards for the Teaching Profession.

22.3.1 The Administrator and unit member may choose one additional standard as a secondary goal.

22.3.2 At the conclusion of the above-described meeting, each participant will sign and date the Individual Goals Form to indicate that the meeting was held.

22.4 The Administrator will meet at least one (1) additional time with the unit member by May 31 to review and monitor the implementation of the individual goals.

22.4.1 At the conclusion of the above-described meeting, each participant will sign and date the Individual Goals Form to indicate that the meeting was held.

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MT. PLEASANT SCHOOL DISTRICT

SIGNATURES

MT. PLEASANT SCHOOL DISTRICT

ADDENDUM A

SIDE LETTER CONTRACTING OUT

MT. PLEASANT SCHOOL DISTRICT

ADDENDUM B

SALARY SCHEDULES

2023-2024

Mt. Pleasant Elementary School District
COMPLAINT FORM

To be filed with: Site Administrator

To be checked by Complainant:

___ Parent

___ Student
___ District Employee
___ Other:

Date Complaint received: _____

Complaint received by:

NATURE OF COMPLAINT

Please give a detailed description of the grounds for your complaint, including all names, dates and places necessary for a complete understanding of your concern. Please attach additional pages if needed.

Date(s) incident occurred:
(If you are filing a complaint alleging discrimination, it must be filed within six months of the occurrence of the event or when it is first acknowledged. If your complaint does not meet the deadline you may be given information regarding an appeal to the State Superintendent of Public Instruction.)

Under penalty of perjury, I certify that the above information is true and accurate to the best of my knowledge.

_____ _____
Signature of Originator (Complainant) Date

Address Telephone

FOR OFFICE USE ONLY

DATE RECEIVED

Type of Complaint:
_____ UCP- Direct immediately to Human Resources
_____ Williams
_____ Employee
_____ Miscellaneous

Complaint referred to:
____ Human Resources
____Instructional Services
____ Student Services
____ Special Education
____ Facilities

Date Complaint Resolved:
Please attach any supporting documents

MT. PLEASANT SCHOOL DISTRICT

SIDELETTER

To ensure that procedures are followed as outlined in Article XIV of the MPEA Contract the following practices will be implemented.

1. Employees will continue to indicate grade level or site change on the Certificated Intent Form. Employees will continue to request notification of summer vacancies.
2. Employees who request grade level or site changes will meet with their site administrator regarding the status of their request. This will take place before the June 1st Assignment Letter is given.
3. By June 2nd, site administrators will complete Personnel Requests for those openings, known at that time, and send to Personnel for posting. Openings will be posted before the last day of school.
4. Postings will be flown 5 days in-house and then posted outside.
5. Openings, which arise after the last day of school, will be posted and a copy of the posting will be sent to those employees requesting summer notifications. Openings will be posted on District Website.

2023-2026 Contract Negotiators

District	MPEA
Dr. Sandra Jewett, Spokesperson	Anallely Ceballos, Chair
Dr. Elida MacArthur	Lisa Bui, Secretary
Laurie Brenton	Alyssa Smith
Tracy Hunyh	Ashley Martin
Gilbert Rodriguez	Marissa Kieffer
Dina Chung	
Greg Dannis, Attorney	Kris Clarke - CTA