MPEA/CBA 2025-26

AGREEMENT

between

MENLO PARK CITY SCHOOL

DISTRICT BOARD OF

EDUCATION

and

MENLO PARK EDUCATION

ASSOCIATION 2023-2026

RATIFIED BY BOARD OF EDUCATION May 8, 2025

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AGREEMENT BETWEEN

MENLO PARK CITY SCHOOL DISTRICT BOARD OF EDUCATION AND MENLO PARK EDUCATION ASSOCIATION CTA/NEA

Pursuant to California Government Code Section 3540, et seq.

1. ARTICLE 1. AGREEMENT

1.1. This Agreement constitutes a binding bilateral contract by and between the Menlo Park City School District and the Menlo Park Education Association/California Teachers Association/National Education Association.

2. ARTICLE 2. DEFINITIONS

2.1. The term "Agreement" as used here means the written Agreement provided under Section 3540.1(h) of the Government Code.

2.2. The term "Association" as used in this Agreement shall mean the Menlo Park Education Association/California Teachers Association/National Education Association.

2.3. The term "District" as used in this Agreement shall mean the Board of Education of the Menlo Park City School District, or its duly authorized representatives.

2.4. The term "Employee" as used in this Agreement shall mean the following certificated employees: all full or part-time certificated employees including teachers, but excluding Superintendent, Principals, Assistant Principals, Psychologists, Counselors, the Assistant Superintendent Directors, Coordinators, Occupational Therapists, Program Specialists, Guest teachers, home teachers, and summer school teachers.

3. ARTICLE 3. RECOGNITION

3.1. The District recognizes the Association as the exclusive representative for all employees as defined in Government Code Section 3544.

3.2. District Steering Committee. The District and the Association will establish a steering committee to provide recommendations on any requests for waiver of Board policy, District regulations, or collective agreements submitted by a decision of a school staff. The steering committee will be comprised of two (2) MPEA representatives; two (2) District representatives, one (1) CSEA, and one (1) parent representative. Decisions of the committee should be made by modified consensus. The decisions of the steering committee shall be advisory only to the Board and/or the MPEA.

3.3. MPEA/District Relationship. The MPEA and District will establish regular meetings for the purpose of maintaining the MPEA/District relationship and/or discussing other matters of mutual concern. The MPEA President and the Superintendent will be responsible for scheduling the meetings and ensuring that the appropriate individuals are present.

4. ARTICLE 4. MANAGEMENT RIGHTS AND DISTRICT POWERS

4.1. It is understood and agreed that the District retains all of its powers and authority to direct and control the District to the full extent of the law.

4.2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of the Agreement, and then only to the extent that such specific and expressed terms are in conformity with the laws of the State of California.

5. ARTICLE 5. ORGANIZATIONAL SECURITY

5.1. Agency Fee and Dues Deduction

5.1.1. Employee Rights. The District and MPEA/CTA/NEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.

5.1.2. Payroll Deductions. The District shall deduct from the pay of 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 dues authorization form developed by the Association, subject to the following conditions:

5.1.2.1. Such deduction shall be made only upon written submission by the Association to the designated representative of the District the names of unit members who have completed the Association developed dues authorization form. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.

5.1.2.2. Existing administrative procedures regarding other legally authorized voluntary deductions shall be maintained. The Human Resource Office shall supply each unit member with information regarding all insurance programs and a list of items that have been approved for payment deductions. Payment Method And Association Certification Requirements

5.1.2.3. The District shall not be obligated to put into effect any new, changed, or discontinued deductions authorization until the pay period commencing fifteen (15) days or longer after such submission. Authorizations to deduct Association membership dues shall continue in effect according to the provisions of the dues authorization form developed by the Association.

5.1.2.4. Minimum Requirements for Automatic Payroll Deduction of Fee

5.1.2.4.1. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.

5.1.2.4.2. The unit member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.

5.1.2.4.3. When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and service fees.

5.1.3. Amount Of Fee. The amount of fee collected from bargaining unit members shall be that allowed by law.

5.1.4. District's Obligation. The District's obligations under this Article is to deduct from pay appropriate membership dues amounts pursuant to Sections 2 herein. Under no circumstances shall the District be required to dismiss or otherwise discipline any Association member for failure to fulfill their obligations to pay the membership dues established herein.

5.1.5. Hold Harmless And Indemnity Provision

5.1.5.1. The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement pertaining to representation fee. That reimbursement shall include costs and attorneys' fees incurred by the District.

5.1.5.2. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in subsection 5.1.6.1 shall be compromised, resisted, defended, tried or appealed.

5.1.5.3. In determining whether or not that action shall be compromised, resisted, defended, tried, or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.

5.1.5.4. The District shall not be entitled to be reimbursed for any fees, costs, charges, or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursement when the District's efforts in defending against the action would be duplicative, or when the District is defending a separate and distinct legal interest or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

5.2. The Association or any of its representatives may call a general, special, or subgroup meeting on any workday with the permission of the planned attendees' immediate supervisor. After giving a minimum of twenty-four (24) hours notice to the Superintendent, the meeting may begin no sooner than a time mutually agreed between the Association and the Superintendent. Those meetings shall not be conducted commencing one-half hour prior to the beginning of any attendees scheduled pupil assignment. The Association may call general, special, or subgroup meetings on Monday afternoons commencing no sooner than a time agreed to between the Association and the Superintendent. Those meetings may be held without the prior authorization of the employees' immediate supervisor. The Superintendent may cancel any meetings if, in the Superintendent's judgment, the absence of an attendee from his or her work location assignment will adversely affect the welfare of students or the District. After school on the first Monday of each month when school is in session will be reserved for MPEA meetings. District and site leadership will not schedule school-wide, department-wide, or District-wide meetings on these Mondays. Sites and departments wishing to schedule such meetings on the other Mondays will submit trimester meeting calendars to their respective site staffs prior to the start of each trimester and will share those calendars with MPEA. When MPEA desires to hold a General Membership Meeting on a Monday other than the first designated Monday of the month, modifications of submitted schedules may be made by mutual agreement between Association and meeting hosts.

5.3. The Association shall designate five (5) representatives to attend negotiations and impasse proceedings. Additional persons attending may include members of the Menlo Park Education Association Executive Board as observers and/or representatives of the California Teachers Association.

5.4. The Association President or his/her designee(s) on the Association's Executive Board shall be entitled to the equivalent of ten (10) days of paid leave per year for the purpose of conducting Association business or attending conferences or workshops. This may consist of an allocation of one (1) half-day release every other week, and shall not include negotiations and impasse proceedings as articulated in section 5.3, nor District-requested attendance at meetings and events. Once all ten (10) days of leave have been taken, the Association shall have the option to purchase from the District, at cost, up to five (5) additional days of paid leave per year for the same purposes. The specific time the individual takes the leave will be mutually agreed upon by the Superintendent and the Association.

6. ARTICLE 6. GRIEVANCE PROCEDURES

6.1. The purpose of this Article is to provide a procedure for the consideration of grievances which is defined as an alleged misinterpretation, misapplication or violation of a specific and expressed provision of this Agreement.

6.2. Definitions

6.2.1. Grievance. An alleged violation, misapplication, or misinterpretation of the express provisions of this Agreement.

6.2.2. Grievant. An employee or employees as defined elsewhere in this Agreement and/or the Association.

6.2.3. Representative. Any person selected by the grievant or the employer to assist in representation at any stage of the grievance process.

6.2.4. Day. Unless stated otherwise, a day shall refer to any day in which the District Office is scheduled to be open for business.

6.3. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The DISTRICT and the ASSOCIATION agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible step.

6.4. Level 1: (Immediate Supervisor)

6.4.1. Within 30 calendar days of when the grievant knew or should have known of the event(s) giving rise to the grievance, the grievant must file with the immediate supervisor a written statement that includes the following:

6.4.1.1. The Article or Articles of the Agreement that were allegedly violated

6.4.1.2. The manner in which the employee was adversely affected

6.4.1.3. The specific District action that resulted in the alleged violation, misinterpretation, or misapplication.

6.4.1.4. The specific remedy sought by the grievant.

6.4.2. The grievant will transmit a copy of this grievance to the Association at the time it is filed with the immediate supervisor.

6.4.3. If the grievant is satisfied with the written proposed solution offered by the supervisor, the grievant will state in writing to the supervisor and transmit a copy of this statement and the supervisor's solution to the Association.

6.4.4. The Association will have seven (7) days to respond to the proposed solution, after which time the solution may be effectuated.

6.4.5. If the grievant has received no written response from the immediate supervisor within ten (10) days, or if the grievant is not satisfied with the response from the supervisor and if the grievant chooses to refer the grievance to Level 2, that referral must be made within five (5) days of the supervisor's response, or within fifteen (15) days if no response has been provided at Level 1. The grievant will transmit a copy of the unsatisfactory Level 1 response to the Association.

6.5. Level 2: (Superintendent or Board's Designee)

6.5.1. After consulting with MPEA leadership, the grievant will provide to the Superintendent or Board's designee a statement expressing dissatisfaction with the decision or lack thereof at Level 1. Under the same cover, a copy of the original grievance and, if applicable, a copy of the Level 1 response will be transmitted. The Superintendent or Board designee shall respond in writing within ten (10) days of the receipt of the Level 1 grievance. A copy of the response shall be submitted to the Association and the grievant.

6.5.2. The Association will have ten (10) days to respond to the proposed solution, after which time the solution may be effectuated, unless that matter is referred to Level 3, Arbitration.

6.6. Level 3: (Arbitrator)

6.6.1. In the event the Association wishes the matter to be arbitrated, the Association President or designee within ten (10) days of the receipt of the Level 2 response, may submit the grievance to arbitration.

6.6.2. A list of five (5) suggested arbitrators shall be requested from the State Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the parties shall

each strike from the State Mediation and Conciliation Service list alternatively one (1) name after determining the first strike by lot. The final name shall be the arbitrator.

6.6.3. The arbitrator shall conduct a hearing and render a decision setting forth findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of this Agreement. The arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.

6.6.4. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, court reporter, transcript, and hearing room shall be borne equally by the parties. All other costs shall be borne by the party incurring them.

6.6.5. The arbitrator's decision will be binding on the parties unless within 30 calendar days the Governing Board, after review of the entire record, revises the decision and explains in writing the reason(s) for not allowing the decision to stand.

6.7. General Grievance Provision

6.7.1. All time limitations may be waived by written mutual agreement. Particular attention will be given to this Section in the event the grievance cannot be resolved before the end of the school year.

6.7.2. Either party may request a meeting between parties at Levels 1 and 2.

6.7.3. The grievant may file, as a part of the original grievance, any evidence in the form of documentation, or statement of witnesses in support of the grievance.

6.7.4. If new evidence develops beyond Level 1, or if the grievant changes the alleged violation of agreement provisions or nature of the specific remedy sought, the grievant must resubmit the modified grievance at the Level the original grievance was filed

6.7.5. Neither the Association nor any of its representatives, nor the District, may interfere with an employee's rights under the grievance procedure. Neither the District nor the Association may take punitive action against an employee for exercising rights under this procedure. The grievant may settle the grievance at any time without interference by the Association.

6.7.6. If the specific action that resulted in the alleged violation occurred at a level higher than the immediate supervisor, the grievant may commence the grievance procedure with Level 2.

6.7.7. Either party in a grievance is entitled to a representative at the hearing or at any step of the grievance proceedings.

6.7.8. If either party asserts that the alleged violation does not fall within the definitions of a grievance, the arbitrator must make that determination before the hearing goes forward on substance of the case.

6.7.9. Witnesses may be called by either party.

6.7.10. When one or more employees have the same grievance, a single grievance will be processed on behalf of all those employees. Each employee will be named as a grievant.

7. ARTICLE 7. WORK YEAR

7.1. The length of the 2024/2025 certificated work year shall be 189 days of teacher service with 180 days of instruction. For the 2025-2026 school year, the certificated work year will be 187 days of service with 180 days of instruction. The non-instructional days will be allocated within the instructional calendar as follows: 2 Teacher Work Days, 2 Staff Development Days, 2 Collaboratively Developed Days, and one Flex Day.

7.1.1. Teacher Work Days are at the discretion of teachers to use as they see fit for planning and preparation.

7.1.2. Staff Development Days are the responsibility of the District, and will include the input of an advisory committee comprised of at least one unit member from each site, instructional coaches, and district and site administrators, which will determine the content and scheduling for in-service training and the selection of in-service training providers. Examples of content for Staff Development Days include, but are not limited to, analyzing student data, all-hands

meetings, curriculum adoption, district-wide job-alike collaboration, special trainings, and professional development.

7.1.3. Collaboratively Planned Days are the responsibility of the sites and will be planned by site joint Admin-Teacher Teams. Admin-Teacher teams will include a site administrator and unit members, and every effort will be made to include representation from multiple grades and departments. Examples of content for Collaboratively Planned Days include, but are not limited to, teacher planning sessions, assessment calibration, district-wide job-alike collaboration, site-based training, decision-making about equitable instruction methods, and in-house professional development.

7.2. The length of the 2024-2025 work year for MPCSD Instructional Coaches shall be 199 days. Five (5) of these days will be served before the 189-day work year and five (5) of these days will be served after the 189-day work year. For the 2025-2026 work year for MPCSD Instructional Coaches shall be 197 days. Five (5) of these days will be served before the 187-day work year and five (5) of these days will be served after the 187-day work year.

7.3. No more than three (3) orientation days may be added to the work year for newly employed staff. Beginning in the 2025-2026 school year, newly hired staff who attend these orientation days shall be paid a daily stipend of $400.

7.4. Two days of the 180-day instructional calendar will be minimum days for unit members. One minimum day will be scheduled either on the day before the Thanksgiving holiday or the day before the start of the winter vacation period. If the minimum day is scheduled before the winter vacation, the last workday before the Thanksgiving break will be Tuesday. The second minimum day will be the last day of instruction of the school year.

7.5. On the days off Back-To-School Night and Open House, given that unit members will return for those events, unit members may leave when their student supervision ends.

7.6. All unit members are required to complete annual mandated safety trainings (e.g., Keenan and Associates, Vector Solutions). To honor the time to complete these trainings and to ensure that unit members are knowledgeable and prepared at the start of the school year, beginning on the first day of service for the 2025-2026 school year, MPCSD will provide a Flex Day to all unit members who complete their trainings by September 15 of a school year. Completion will be verified by the time stamp in the training platform and confirmed by the Human Resources Department. Unit members who do not complete the required trainings by September 15 will report to their school site on the Flex Day.

7.7. Weekly Restructured Days - These days reflect a district-wide commitment to strong collaboration between and among all staff, meaningful professional development, and relevant training. These may include, but are not limited to, curriculum planning, instructional needs, results of state and local assessments, and addressing the needs of focal students. To that end,

7.7.1. On restructured days, the time after unit members' student instruction and supervision duties have ended shall be used as follows:

7.7.2. During each school year, a total of no more than 14 restructured days per school year will be reserved for any purposes deemed appropriate by the District and Site Administrators, including Back-to-School-Night and Open House.

7.7.3. The other weekly restructured days will be reserved for unit-member-led grade level, departmental, Spanish Immersion, and other job-alike collaborative work among unit members, working on professional commitments, within and across sites. Members are expected to do this work at their school or district site.

7.8. Responsibilities for Missed Professional Obligations - When unit members are absent from professional obligations such as staff meetings, Restructured Days, Collaboratively Planned Days, and Staff Development Days, they are accountable for knowing the information and for completing any tasks related to the meeting or day's agenda.

7.9. Parent Conferences

7.9.1. A parent conference day consists of a full work day during which a teacher is released from all instructional duties (preparation, teaching, and grading) for half of that work day. This will be defined as a “minimum day” for purposes of this section.

7.9.2. Parent conferences will be scheduled by releasing each classroom teacher for four minimum days in the fall of each school year. The principal and the school site’s teacher leadership team will develop and agree upon a parent conference schedule for the site, provided that:

7.9.2.1. The four minimum days are arranged in no more than two clusters

7.9.2.2. No more than one of the four minimum days will be scheduled on a Thursday. That one Thursday will replace the designated time for District activities and staff development. The District, including the site administrator, may schedule a combined total of only one mandatory District or site meeting on a restructured Thursday during the one month in which the majority of the parent conference days occur.

7.9.2.3. At least one of the four conferencing minimum days will be scheduled for parent conferences at all schools in the District.

7.9.2.4. At least three of the four days will be scheduled consecutively. The TK-5 three consecutive days will be scheduled in conjunction with a restructured Thursday in order to utilize that early-release time for scheduling additional parent conferences. This provision will not prohibit the scheduling of District meetings for

7.9.2.5. The middle school’s three consecutive days may be scheduled at any time different than the elementary schools.

7.9.3. During the four District designated conference days, teachers will not be required to conference with parents more than once. It will be at the professional discretion of teachers to schedule additional conferences with parents on the designated minimum days, provided these conferences do not limit or impede the scheduling of the primary parent conferences during the four days. This provision recognizes that teachers schedule conferences with parents as as needed and requested for a wide variety of reasons during a school year.

7.9.4. Teachers assigned to teach grades TK-5 who are required to hold conferences for more than 24 students as part of the parent conferences required by section 7.8.2, shall have the option to receive release time or be paid at the hourly rate for additional required conference time worked outside of the normal workday set forth in section 8.1 up to a maximum of eight (8) hours. To receive pay and/or release time, the teacher shall certify the extra time spent outside of the normal workday on the required conferences. The extra pay and/or release time shall be provided after confirmation by the principal of the time spent outside of the normal workday.

7.9.5. Teachers assigned to teach grades 6-8 whose scheduled conferences exceed the time provided by the four minimum conference days will have the option to receive release time or be paid at the hourly rate for additional required conference time worked outside of the normal workday set forth in section 8.1 up to a maximum of eight (8) hours. This time could include Hillview’s annual College Bound conferencing event. To receive pay and/or release time, the teacher shall certify the extra time spent outside of the normal workday on the required conferences. The extra pay and/or release time shall be provided after confirmation by the principal of the time spent outside of the normal workday.

7.9.6. During the designated days for parent conferencing, principals will schedule non-conferencing teachers and non-teaching personnel resources to duties outside of the classroom. This schedule will relieve or substantially reduce duties outside of the classroom for teachers who conduct conferences and for teachers who have instructional assignments beyond the minimum days.

7.9.7. If the District requires parent conferencing during the instructional day and does not release the students, the District will be responsible for planning, scheduling, and implementing any

supplemental programs or activities for the students of all the conferencing teachers. These responsibilities will not fall upon teachers engaged in conferences.

7.9.8. Elementary school teachers not scheduled for conferences will teach their normally assigned students, subject, and grade levels, although not necessarily at their regularly scheduled times. Middle school teachers not scheduled for conferences will be assigned their normal subject areas.

8. ARTICLE 8. HOURS OF EMPLOYMENT

8.1. The teacher's normal work day shall be seven and three-fourths (7-3/4) hours, including a thirty (30) minute duty free lunch period.

8.1.1. Each day school is in session employees will report to their work site no later than one-half (1/2) hour before the beginning of the employee's school day and leave no earlier than one-half (1/2) hours after the employee's school day has closed.

8.1.2. If the application of Section 8.1 above results in a teacher's assignment longer than seven and three fourth (7-3/4) hours, the requirements of Section 8.1.1 above will be modified so that the total normal work day does not exceed seven and three-fourths (7-3/4) hours.

8.2. Unit Members' professional responsibilities include: faculty meetings, parent conferences, instructional improvement meetings, Back-To-School Night, Open House, performances, time spent waiting for meetings or events to commence, or activities performed in lieu of required site supervision duties (e.g. school dances, etc.). On occasion, those duties may extend the work day. For all additional district/site-initiated or administrator-approved meetings (e.g, SI Program, School Site Council, Committees, etc.) that extend the 7 ¾ hour work day (cf. 8.1.1) unit members shall submit a timecard for the unit member hourly rate as specified in Article 13, section 13.1.8 and Appendix A-S.

8.2.1. Unit members who attend more than three 504/IEP meetings that extend the work day beyond 7 ¾ hours within a work year shall submit a time card for the unit member hourly rate as specified in Article 13, section 13.1.8 and Appendix A-S for the fourth and subsequent 504/IEP meetings.

8.2.2. Teachers who are asked to complete more than five (5) written recommendations per school year for students' applications for admission to schools outside of the District shall be entitled to compensation for doing so. Teachers shall be compensated for 30 minutes of their time, at the hourly rate, for every additional application beyond the first five (5).

8.3. An immediate supervisor, at his or her discretion, may excuse an employee from the provisions in Sections 8.1, 8.2, or 8.4. No such decision will establish precedent or proscribe the unrestrained discretion of future District decisions.

8.4. Unit members assigned to more than one school shall be granted adequate time for travel between schools. Unit members shall not be required to travel during their thirty (30) minute duty free lunch. To the extent legally permissible, unit members who are scheduled to one site for an entire day will share in the creation and the fulfillment of the teacher duty schedule.

8.4.1. When a Special Education teacher is assigned to more than two schools, the administrators will meet with the unit member to develop supportive measures that mitigate the impact of the assignment.

8.5. Preparation time provides unit members with valuable time to plan. Preparation time will be for purposes such as, but not limited to, implementing the curriculum using a variety of instructional practices and supplemental resources; creating and maintaining a respectful and supportive learning environment; planning differentiated instruction; utilizing a variety of assessments that guide planning; and collaborating and reflecting regularly with colleagues to improve teaching practice and the success of all students. The district and site administrators will make every effort to preserve preparation time for the purposes stated above.

8.5.1. Full-time (1.0 FTE) TK-3 teachers shall have a minimum of 120 minutes of preparation time per week. Part-time teachers shall have preparation time pro-rated to their assigned FTE.

8.5.1.1. The District shall allocate instructional aides to each elementary school classroom resources on the basis of one (1.0) hour per day per regular grade K-3 general education classroom and an additional 3 hours per day of an aide to support the clerical needs of teachers in the office.

8.5.1.2. Due to the 90/10 (Spanish/English) language model, the District will allocate three hours of daily bilingual instructional aide time per teacher in Kindergarten Spanish Immersion for the purposes of Spanish language development and acquisition.

8.5.1.3. The School Principal, in consultation with the K-3 unit members, will allocate the instructional aide time to the K-3 teachers. Principals will, in consultation with teachers, plan aide time across the school year with the intent to provide a balanced share to each K-3 teacher. When feasible, and outside of legal requirements related to breaks, the allocation of classroom aides will be made with the intent to get as close as possible to 300 minutes a week for K-3 and 900 minutes a week for Kindergarten Spanish Immersion. Whenever possible, Instructional Aides will be scheduled to support teachers when students are present for the purposes of students' instructional support.

8.5.2. K-5 Intervention teachers (Special Ed, Reading Specialist, EL Specialist) will have a minimum of 120 minutes of preparation time per week.

8.5.3. Fourth and fifth grade teachers will have a minimum of 180 minutes of preparation time per week.

8.5.4. Sixth, seventh, and eighth grade teachers will have a minimum of 215 minutes of preparation time per week.

8.5.5. All teachers in grades 6-8 who instruct Core Academic Classes shall have a Student Support Period (SSP) as one of their seven class periods. SSP is a dedicated time within the school day to support students who have not yet met academic standards. Teachers shall not have students rostered to their SSP. This period recognizes the time required to address academic needs and must be used to support student success in alignment with site and district goals. Site administration may identify priorities and activities during SSP that align with instructional priorities, student success initiatives, or other school needs. Teachers shall use SSP to plan and implement strategies that assist students in meeting academic standards. Activities may include but are not limited to:

8.5.5.1. Planning and preparing targeted interventions

8.5.5.2. Parent communication

8.5.5.3. Reviewing and analyzing student data for instructional adjustments

8.5.5.4. Coordinating with colleagues and support staff such as counselors, therapists, and other specialists to support struggling students

8.5.5.5. Developing differentiated instructional materials

This provision will be reviewed annually to assess its effectiveness, impact on student achievement, and fiscal feasibility.

8.5.6. If a unit member assumes the responsibilities of another class and loses their contractual preparation time, they shall receive the District Hourly Rate, as stated in 13.1.8, prorated for the portion of time required to cover the class.

8.5.7. When instructional time is reduced to special scheduling circumstances, preparation time will be adjusted accordingly. No compensation will be provided for lost prep minutes in cases such as conferences, state testing, emergency drills, assemblies, or actual emergencies.

8.6. The assigned weekly instructional time for each elementary specialty teacher (Art, Music, P.E., Library, World Language) will not exceed the highest weekly instructional time of regular classroom teachers at the school where the specialty teacher spends the greatest percentage of assigned instructional time. In the event that the instructional time of a specialty teacher exceeds this provision, the District shall have thirty (30) calendar days after notification to establish a plan to

address the problem, and another (30) calendar days to implement the plan. The plan may include assignment to multiple sites, increase in specialists' class size, or an overall reduction in specialists' services to the site.

8.7. The District will annually allot each school reasonable resources to be utilized by the site principal for the purpose of ameliorating the time required of teachers to evaluate student work and district mandated assessments. These resources shall include, but not be limited to, funding to release teachers from instructional or non-instructional duties and to employ substitute teachers.

8.7.1. For the purposes of 1:1 assessment, classroom teachers for Kindergarten through 2nd grade will be allocated one half day release time per trimester for student evaluation and assessment. Release times must be requested in advance and are dependent on the ability to ensure coverage of the classroom with guest teachers.

9. ARTICLE 9. CLASS SIZE

9.1. A basic class is a group of children assigned to a teacher, other than a physical education class, a music class, TK-5 library, or a Special Education class, for State attendance reporting purposes. A basic class in grades 6-8 is a group of children in a Core Academic Class. Core Academic classes include English, Math, Science, Social Studies, and World Language. Core Academic classes in grades 6-8 do not include Electives, Physical Education, Music, or Intervention classes.

9.2. The State of California Education Code and CDE will dictate transitional Kindergarten class sizes and adult to student ratios.

9.3. Creation of Balanced Classrooms

9.3.1. The District and MPEA are committed to the creation of balanced classrooms. Every attempt will be made to balance the class based upon a variety of factors, especially including teacher time. Procedures for class placement may vary depending on the site needs but all will solicit input from all relevant unit members. The administrators shall notify the relevant unit members should the placement change occur after creation of the class lists and before the lists are posted. If a teacher believes that they do not have a balanced classroom, they shall meet with the site administrator to discuss their concerns and possible remedies. Including, but not limited to the following:

9.3.1.1. providing time for parent conferences, time for meetings with special service providers, and time for training;

9.3.1.2. providing appropriate assistive devices, services, and training resources;

9.3.1.3. adjusting the teacher's class load and physical space allocation;

9.3.1.4. providing additional adult support paid for by the District

9.3.2. A teacher will be provided with the relevant data they need to ensure student success as soon as possible after either the official creation of the class lists or the arrival of a new student in their classroom.

9.3.3. Spanish Immersion (K-5) - The District shall, whenever possible, provide unit members assigned to bilingual classrooms with district-adopted materials in the primary language of instruction. Translation and/or adaptation of district adopted materials by unit members, when approved by a district or site administrator, shall be compensated at the hourly rate of pay. Whenever possible, language proficiency levels shall be considered when placing students in bilingual classes in grades 2-5. Every effort will be made to balance enrollment in Spanish Immersion classes.

9.3.4. Combination Class Assignments **-** Before assigning any TK-5 teacher to a combination class, the site administrator will consider the following factors: experience, teaching competencies, and teachers who volunteer for assignment. The administrator, the combination teacher, and the grade-level teachers involved will meet to develop site-based solutions to the combination classes, including student assignment. Combination class teachers shall be given preference for mentor assistance.

9.3.4.1. Teachers assigned to a combination class shall have access to the following incentives: assignment of fewer non-classroom duties; assignment of extra clerical

assistance; alternative teaching materials and kits; and where possible, interns, student teachers, and volunteers.

9.3.4.2. The District will provide release time to combination class teachers for visitation to other combination classes, or for meeting with current and/or former combination teachers and administrators, in order to share ideas and explore means of improving instruction in combination classes.

9.3.4.3. The administration will make every effort to avoid assigning a combination class for more than two (2) consecutive years for any individual teacher.

9.4. The basic class size, Kindergarten-1st grade, shall not exceed twenty-four (24) pupils. The basic class size, 2nd-5th grade, shall not exceed twenty-five (25) pupils. The basic class size, 6th grade-8th grade, shall not exceed twenty-six (26) pupils. Reasonable efforts will be made to balance the classes by the beginning of the school year, taking into account the factors listed in Section 9.3 of this Agreement. The size of each individual class for TK-5 specialty teachers (Art, Music, P.E, Library) will be based upon the following criteria: safety considerations, appropriate facilities, and teacher time as presented in Section 9.3. If the specialty teacher believes that the class size is too large based on the above criteria, that teacher will confer with the principal to discuss feasible alternatives mentioned in 9.3. If the teacher and the principal are unable to agree upon a feasible alternative, the teacher and the principal thereafter shall present written recommendations to the Superintendent regarding feasible alternatives. The Superintendent shall consider the stated alternatives and provide a written decision to the teacher specialist.

9.5. If any K-1 basic class in the District exceeds twenty-four (24) or any 2-5 basic class in the District exceeds twenty-five (25) students for fifteen (15) consecutive school days or more, the principal should confer with the teacher involved to discuss feasible alternatives mentioned in 9.11.\

9.6. If any 6-8 class in the District exceeds the following target numbers for fifteen (15) consecutive school days or more, the principal shall confer with the teacher involved to discuss feasible alternatives mentioned in 9.7**:** twenty six (26) for Core Academic Classes other than Advanced Math; thirty (30) for Advanced Math; thirty (30) for Elective classes, electives except for Music; thirty five (35) for Physical Education; and fifty (50) for Music.

9.7. If any basic class size exceeds the numbers listed in 9.9 or 9.10 feasible alternatives shall be mutually agreed upon by the unit member and the site administrator. If there is no mutual agreement, the Superintendent will hear the appeal and decide how to move forward with the feasible alternative. Examples of feasible alternatives are listed below but do not limit the unit member and/or site administrator from providing additional ideas:

9.7.1. Additional adult support paid for by the district

9.7.2. Additional preparation time

9.7.3. Removal of additional working responsibilities for the unit member

9.7.4. Release time

10. <u>ARTICLE 10. PROFESSIONAL ASSESSMENT PROGRAM</u>

10.1. Purpose of the Assessment

10.1.1. To provide a periodic assessment of unit members' performance through comparison with established standards and expectations;

10.1.2. To encourage unit members toward self-analysis and reflection about teaching to inform and improve practice;

10.1.3. To provide relevant and constructive feedback that will form the basis for productive discussion between administrators and unit members, thereby developing mutual understanding and more effective working relationships;

10.1.4. To complete the District's obligations under law regarding certificated evaluations.

10.2. Evaluation And Assessment Guidelines

10.2.1. The District will evaluate and assess unit member competency as it reasonably relates to:

10.2.1.1. The progress of pupils toward the District academic standards, as measured by multiple measures;

10.2.1.2. The instructional techniques and strategies used by the unit member;
10.2.1.3. The unit member's adherence to curricular objectives;
10.2.1.4. The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities.

Criteria 10.2.1.2-10.2.1.4 shall be supplemented by the most current California Standards for the Teaching Profession and Continuum of Teaching Practice, which together with the first criterion shall constitute the standards for the evaluation of unit members. These standards will be utilized in the evaluation forms that are attached to this Agreement as Appendix C.

The state adopted academic content standards shall become the District adopted content standards for expected pupil achievement at each grade level in each area of study.

Non-instructional unit members whose responsibilities cannot be evaluated under the above standards shall be evaluated according to their established job responsibilities.

10.2.2. Evaluation and assessment shall not include the use of publishers' norms established by standardized tests

10.2.3. Evaluation and assessment made pursuant to this article must be reduced to writing and a copy thereof transmitted to the unit member no later than 30 days prior to the end of school for teachers. The unit member has the right to submit a written reaction or response to the summative evaluation. This response will become a permanent attachment to the unit member's personnel file. Upon request of a unit member who submitted a response, a meeting shall be held between the unit member and the evaluator to discuss the response before the last day of the teacher work year.

10.2.4. Under normal circumstances, the unit member's supervisor will be responsible for conducting the evaluation cycle. In the event the unit member's evaluation cycle is to be conducted by someone other than the immediate supervisor, the unit member shall be so notified when this information is known to the District. In the event that the unit member's evaluator is changed, a separate conference will be held prior to the completion of any final evaluation. In the event a unit member has two or more supervisors, the unit member will be notified which of the supervisors is responsible for conducting the evaluation cycle.

10.2.5. The evaluation shall be continuous in nature and shall include both evidence collection and classroom observation, and may also include observations of the unit member in a collaborative setting, or other workplace observations. The evaluator may conduct a reasonable number of formal and informal classroom observations. After each formal observation, the evaluator will discuss with the unit member the evaluator's observations and assessments, and will provide to the unit member written feedback in the Observation and Evidence Collection Form within ten (10) working days of the formal evaluation. The unit member shall have the right, within ten (10) working days of receipt, to submit a written response to the Observation and Evidence Collection Form. This written response will be attached to the Observation and Evidence Collection Form.

10.3. Overview

10.3.1. All probationary and temporary unit members shall be evaluated at least once each year, and all permanent unit members shall be evaluated every other year, except for those designated as level three.

10.3.2. The Professional Assessment Program shall consist of three different levels with varying procedures, depending on the status and years in the district of the unit member being assessed.

10.3.2.1. Level 1 is for unit members with temporary/probationary status.
10.3.2.2. Level 2 is for unit members with permanent status in Years 3-10 in the District.
10.3.2.3. Level 3 is for unit members with permanent status in Years 11 and above in the District.

10.3.2.4. Level 2a and 3a are for unit members with permanent status in Years 6-10 and Year 11 or above respectively and an evaluation of Above Standard on the unit member's most recent evaluation. Level 3a Coach/Mentor includes an option for unit members to serve as coaches or mentors in lieu of evaluation process (except for Goal-Setting Conference, Summative Reflection and Summative Report) with evaluator's agreement.

10.3.2.5. An Above Standard evaluation rating is defined as the level of practice for all elements evaluated at Integrating or Mastering. An At Standard evaluation rating is defined as the level of practice for one or more elements evaluated at Applying and none are below Applying. A Below Standard evaluation rating is defined as the level of practice for one or more elements evaluated at Exploring and none are below Exploring. An Unsatisfactory evaluation rating is defined as the level of practice for one or more elements evaluated at Emerging.

10.3.3. By September 6 of each school year, the District shall inform each unit member of their evaluation level placement and the applicable evaluation timelines as set forth in this Article.

10.4. Level 1, Full Evaluation, Process for Temporary/Probationary

10.4.1. The evaluation standards listed in Section 10.2 shall be used to inform unit members of District expectations and to evaluate the progress toward those standards.

10.4.2. The assessment of progress toward achieving those standards is a continuous process. The evaluator and the unit member will meet on a regular basis to discuss areas of focus, needed support, and how progress will be documented.

10.4.3. A full evaluation is conducted each year. The unit member is observed and provided feedback multiple times, conferences with evaluator, shares evidence of teaching practice and student learning, and demonstrates level of practice for selected CSTPs and elements.

10.4.3.1. The unit member is evaluated on all CSTPs and elements over two years. The 3 CSTPs chosen each year correspond to selected goals and are at the discretion of the evaluator.

10.4.4. Timeline During Evaluation Year

10.4.4.1. By September 20, the Joint Committee on Teacher Evaluation and Human Resources will hold a teacher evaluation orientation, at which unit member attendance is voluntary.

10.4.4.2. Before the Goal-Setting Conference, unit member will submit written Self-Assessment form (Form 1.2 in Appendix C1) to evaluator.

10.4.4.3. By October 15: Goal-Setting Conference with evaluator to discuss: the unit member's Self-Assessment, the standards used in the evaluation, the multiple measures to be used for determining student progress, the evidence to be used by the unit member and the evaluator for various components of the process, and the areas of emphasis for professional growth. Both individuals will make a good-faith effort to reach agreement on these matters. By mutual agreement, this process, which includes goal setting, may be set in the prior spring.

10.4.4.4. By December 15: At least one formal classroom observation and related written feedback on Observation and Evidence Collection Form must be completed.

10.4.4.5. By March 30: A second and third formal classroom observation and related written feedback on Observation and Evidence Collection Forms must be completed. The Observation and Evidence Collection Form may relate to formal classroom observations, observations of the unit member in a collaborative setting, review of student progress data, or other evidence or conference regarding the unit member's performance.

10.4.4.6. By April 15: Informal visits and related written feedback on Observation and Evidence Collection Form must be completed; and unit member must submit any additional evidence and Summative Reflection to evaluator.

10.4.4.7. By 30 days before the last day of school, the year-end Summative Evaluation Report must be completed and provided to the unit member.

10.5. Level 2 and 3, Targeted Growth, Process for Permanent Unit Members

10.5.1. For unit members with an evaluation of At Standard on their most recent evaluation, an evaluation, centered on Targeted Growth, occurs every two years for unit members in Years 3-10 in the District (Level 2) and every three years for unit members in Years 11 or above in the District (Level 3).

10.5.2. Those unit members meeting the qualifications set forth in Education Code Section 44664(a)(3) and the following qualifications will undergo an evaluation every three years.

10.5.2.1. The unit member has the required No Child Left Behind Act (20 U.S.C. Sec. 7801) designation if applicable,

10.5.2.2. The unit member has been employed in the District for more than ten (10) years.

10.5.3. For unit members at Level 2 or 3 with a prior evaluation rating of Below Standard or Unsatisfactory, an evaluation, centered on Targeted Growth, occurs in the next year.

10.5.4. The Targeted Growth goals link to 3 selected CSTP elements (including at least one of the following: 5.2, 5.3, 5.4 or 5.5) for evaluation. The 3 selected elements and CSTP #6 are included in the evaluation. If the unit member and evaluator cannot reach agreement on 3 elements, the unit member chooses one element; the evaluator chooses one element; and the remaining element is either 5.2, 5.3, 5.4, or 5.5.

10.5.5. The process involves focused observations, conferencing and sharing of evidence for the 3 selected elements and CSTP #6.

10.5.6. Timeline During Evaluation Year

10.5.6.1. By September 20, Before the Goal-Setting Conference, the Joint Committee on Teacher Evaluation and Human Resources will hold a teacher evaluation orientation, at which unit member attendance is voluntary.

10.5.6.2. Before the Goal-Setting Conference, unit member will submit written Self-Assessment form (Form 1.2 in Appendix C2) to evaluator.

10.5.6.3. By October 15: Goal-Setting Conference with evaluator to discuss: the unit member's Self-Assessment, the standards used in the evaluation, the multiple measures used for determining student progress, the evidence to be used by the unit member and the evaluator for various components of the process, and the areas of emphasis for professional growth. Both individuals will make a good-faith effort to reach agreement on these matters. By mutual agreement, this process, which includes goal setting, may be set in the prior spring.

10.5.6.4. By January 30: The evaluator must conduct at least one formal classroom observation of the unit member and related written feedback on Observation and Evidence Collection Form must be completed.

10.5.6.5. By April 15: Informal visits and related written feedback on Observation and Evidence Collection Form must be completed; and unit member must submit any additional evidence and Summative Reflection to evaluator.

10.5.6.6. By 30 days before the last day of school: Summative Evaluation Report must be completed and provided to the unit member.

10.6. Level 2a/3a, Collaborative Project, Process for Permanent Unit Members – Optional

10.6.1. For unit members with an evaluation of Above Standard on their most recent evaluation, an evaluation, connected to a Collaborative Project with peer(s) occurs every two years for unit members in Years 6-10 in the District (Level 2a) and every three years for unit members in Years 11 or more in the District (Level 3a).

10.6.2. If evaluation rating is not Above Standard, see sections 10.5.1 and 10.5.2 for placement in next evaluation cycle.

10.6.3. Those unit members meeting the qualifications set forth in Education Code Section 44664(a)(3) and the following qualifications will undergo an evaluation every three years.

10.6.3.1. The unit member has the required No Child Left Behind Act (20 U.S.C. Sec. 7801) designation if applicable,
10.6.3.2. The unit member has been employed in the District for more than ten (10) years.
10.6.3.3. The unit member's most recent performance evaluation rated the unit member as Above Standard,
10.6.3.4. The unit member and evaluator agree to placement at this level.

10.6.4. A Collaborative Project involves two or more unit members working towards a shared goal(s) for improving teaching practice. The peer(s) may or may not be in an evaluation cycle and the project may coincide with an existing collaborative team.

10.6.5. The Collaborative Project's goals link to 3 selected CSTP elements (including at least one of the following: 5.2, 5.3, 5.4 or 5.5) for evaluation. The 3 selected elements and CSTP #6 are included in the evaluation. If the unit member and evaluator cannot reach agreement on 3 elements chosen for Level 2a and 3a evaluation, the unit member chooses one element; the evaluator chooses one element; and the remaining element is either 5.2, 5.3, 5.4, or 5.5. The process involves peer-to-peer feedback and joint analysis of student work. Unit members use notes, products and outcomes from Collaborative Project as evidence for evaluation.

10.6.6. Completion of an evaluation cycle at Levels 2a or 3a does not commit a unit member to subsequent evaluation cycles at these levels; a unit member may opt for a Targeted Growth evaluation cycle during their Goal Setting Conference.

10.6.7. Timeline During Evaluation Year

10.6.7.1. By September 20, Before the Goal-Setting Conference, the Joint Committee on Teacher Evaluation and Human Resources will hold a teacher evaluation orientation, at which unit member attendance is voluntary.
10.6.7.2. Before the Goal-Setting Conference, the unit member will submit written Self-Assessment form (Form 1.2 in Appendix C2) to the evaluator.
10.6.7.3. By October 15: Goal-Setting Conference with evaluator to discuss: the unit member's Self-Assessment, the standards used in the evaluation, the multiple measures used for determining student progress, the evidence to be used by the unit member and the evaluator for various components of the process, and the areas of emphasis for professional growth. Both individuals will make a good-faith effort to reach agreement on these matters. By mutual agreement, this process, which includes goal setting, may be set in the prior spring.
10.6.7.4. By January 30: The evaluator must conduct at least one formal classroom observation or event of the unit member and related written feedback on Observation and Evidence Collection Form must be completed.
10.6.7.5. By April 15: Informal visits and related written feedback on Observation and Evidence Collection Form must be completed; and unit member must submit any additional evidence and Summative Reflection to evaluator.
10.6.7.6. By 30 days before the last day of school: Summative Evaluation Report must be completed and provided to the unit member.

10.7. Remediation

10.7.1. During an evaluation, the evaluator shall notify the unit member of any elements rated at Exploring or Emerging as soon as the evaluator is reasonably aware of the deficiency and indicate so in the Observation and Evidence Collection Form.

10.7.2. The unit member will be reimbursed for costs incurred by any program or training required by the District for remediation.

10.7.3. Improvement Plan

10.7.3.1. If a Below Standard or Unsatisfactory rating is present in the Summative Evaluation Report, the evaluator places a unit member on an Improvement Plan (Form 4.1) and the unit member is evaluated again the next year on the element(s) rated as Emerging and/or Exploring in the prior evaluation.

10.7.3.2. The evaluator shall develop an Improvement Plan and shall seek the agreement of the unit member before implementation.
10.7.3.3. If the unit member is rated At Standard or Above Standard upon completion of their evaluation with an Improvement Plan, the next evaluation will take place in two years for Level 2 or 2a and three years for Level 3 or 3a.
10.7.3.4. If a Below Standard rating is present in the Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as Emerging and/or Exploring in the prior evaluation.
10.7.3.5. If an Unsatisfactory rating is present in the Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as Emerging and/or Exploring in the prior evaluation.

10.7.4. Peer Assistance and Review
10.7.4.1. If an Unsatisfactory rating is present in the Summative Evaluation Report, the unit member will be required to participate in Peer Assistance and Review (PAR), placed on an Improvement Plan and evaluated again the next year on the element(s) rated as Emerging and/or Exploring in the prior evaluation.
10.7.4.2. If a Below Standard or Unsatisfactory rating is present in the Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as Emerging and/or Exploring in the prior evaluation. A unit member in the first year with an Improvement Plan may also request PAR support.
10.7.4.3. The evaluator makes PAR referral to District Human Resources and Joint Committee on Teacher Evaluation (Form 4.2).
10.7.4.4. If unit member is rated At Standard or Above Standard upon completion of their evaluation with PAR support, the next evaluation will take place in two years for Level 2 or 2a and three years for Level 3 or 3a.
10.7.4.5. If unit member is rated Below Standard or Unsatisfactory upon completion of their evaluation with PAR support, the evaluator and District Human Resources will move towards dismissal.
10.7.4.6. Roles and Process
10.7.4.6.1. PAR includes direct support for the Participating Teacher from a Consulting Teacher.
10.7.4.6.2. Consulting Teachers are experienced teachers with Above Standard evaluation rating and are selected, by the Joint Committee, for their teaching and coaching skills.
10.7.4.6.3. The Consulting Teacher’s assistance and review focus on the specific areas identified in the Improvement Plan.
10.7.4.6.4. The Consulting Teacher discusses performance goals and objectives with Participating Teacher, conducts multiple observations of the Participating Teacher during instructional time, assists Participating Teacher in multiple ways using professional judgment, demonstrates good teaching strategies and practices for the Participating Teacher, monitors the progress of the Participating Teacher.
10.7.4.6.5. The Consulting Teacher is included in Goal-Setting Conference in which the Improvement Plan is reviewed, with the Participating Teacher and evaluator. The Consulting Teacher and the Participating

Teacher meet to determine the plan for assistance. The evaluator and the Consulting Teacher collaborate and consult on a regular basis in relation to offering assistance, review and feedback to Participating Teacher.

10.7.4.6.6. The Consulting Teacher does not evaluate the Participating Teacher but makes Peer Review reports (Form 4.3) available to evaluator for consideration in preparing unit member's evaluation and to the Joint Committee and Participating Teacher.

10.7.4.6.6.1. The reports consist of 1) a description of the assistance provided by the Consulting Teacher and 2) a description of the Participating Teachers participation in the program.

10.7.4.6.7. The Participating Teacher may make a request to the Joint Committee for a different Consulting Teacher during the process.

10.8. Joint Committee on Teacher Evaluation

10.8.1. The Joint Committee consists of three unit members appointed by MPEA and three appointed by the District. Both parties will make their best efforts to have all district sites represented on the Joint Committee. The association will make every effort to appoint unit member representatives to the committee who have completed a Level 2 evaluation cycle. The District representatives must have 3 or more years conducting teacher evaluations. A Committee member's term shall be two years, and every effort will be made to maintain three standing members at the start of each school year.

10.8.2. The Human Resources Director shall serve as the non-voting Chair.

10.8.3. The Joint Committee will make decisions through consensus. Failing consensus, decisions will be made by a majority vote. Four of the six members will constitute a quorum for purposes of meeting and conducting business.

10.8.4. The Joint Committee's primary responsibilities are planning orientation for the evaluation process; soliciting feedback on the evaluation system from all stakeholders; collecting and sharing data related to the process; and providing oversight for PAR, including the assignment of Consulting Teachers.

10.9. Grievances Regarding Evaluation Process

10.9.1. The substance of the evaluator's classroom observation reports and annual evaluation appraisals are not subject to the grievance procedure. Violations of evaluation procedures specified above may be grieved.

10.10. Off-Cycle Feedback Protocol

10.10.1. During an off-cycle evaluation year, the supervisor shall notify the unit member of any CSTP elements identified as Exploring or Emerging as soon as the evaluator is reasonably aware of the deficiency and shall indicate so in writing. The evaluator shall thereafter confer with the unit member making specific recommendations for improvement in the unit member's performance and endeavor to assist in that performance.

11. ARTICLE 11. TRANSFERS

11.1. Definitions

11.1.1. Transfer: A transfer shall consist of a unit member's change in work location from one school or work site to another school or work site within the District. Such a transfer does not encompass the process of assignment to a specific position and responsibilities within the school, or department, or work location. 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.

11.1.2. Assignment: An assignment is the 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 locations as well as

the change of a unit member's position or responsibilities within the same school, department, or work location. An assignment does not include any extra-curricular duties or extra-pay activities.

11.1.3. Reassignment: Reassignment is relocation to a different program and/or the movement from one work site to another resulting from a layoff according to Education Code 44955. Such a reassignment is necessary to ensure the retention of certificated unit members with seniority greater than those laid off. This definition specifically excludes any transfer that does not result from the District's obligation to reassign under Education Code 44955.

11.2. General Provisions

11.2.1. Except in unusual circumstances, the District will avoid the involuntary transfer or an involuntary change in assignment of TK-5 teachers more frequently than once every two (2) consecutive years. This provision shall not prohibit agreements by the Association and the District governing a transfer or assignment.

11.2.2. Prohibited Reasons for an Assignment or Transfer: A District assignment or transfer cannot be based on:

11.2.2.1. any unlawful discrimination based on age, gender, race, national origin, religion, sexual orientation, whistle-blowing, or union activity; or

11.2.2.2. retaliation because an employee engaged in legally protected activity; or

11.2.2.3. lack of instructional competence that has not been documented through the evaluation process.

11.3. Assignment and Change in Assignment

11.3.1. Once each year, a unit member will complete the "Intent to Return" form, which shall include a provision for stating a unit member's preferences for assignment within the school, department, or work unit and any desire for a general transfer. Unit members shall submit the Intent to Return from no later than February 15 each year. Principals will thereafter make assignments of unit members based on the following criteria:

11.3.1.1. The unit member's preferences as stated in the intent form for assignments and transfers;

11.3.1.2. The stated preferences of all the unit members at the school site;

11.3.1.3. The need to assign all the site's unit members in order to maximize the utilization of various skills, experience, training, and credentials;

11.3.1.4. The site administrator's articulated need for functioning instructional work groups, for example, grade-level teams or a department. (Note: Before any change of assignment for this reason is considered, the site administrator must have notified the team member(s) involved that they are not functioning adequately within the team, and have attempted to resolve the conflict between those team members.)

11.3.1.5. If all the above are determined by the District to be equal, seniority in the District as determined by the Education Code.

11.3.2. Failure of a teacher to complete the intent form by the stated deadline, or failure of a teacher on leave to notify the District of the intent to return by the stated deadline, will result in the loss of assignment preferences and voluntary transfer rights in this article. The Association and the District will encourage teachers not returning to provide the District with timely notice to ensure the best opportunity to fill the position.

11.3.3. By no later than May 1 of each year, the principal will notify each returning permanent staff member of the next year's tentative assignment. If the principal or immediate supervisor is considering a change in a unit member's assignment, the unit member shall be notified of that change and provided an opportunity to conference with the administrator in a timely manner in order to mutually discuss the proposed assignment. If the unit member objects to the site administrator's decision, the administrator will provide a written explanation for the assignment based on the criteria in Section 11.3.1. If the teacher still objects, the

assignment may be appealed to the Superintendent, who will provide a written response based on the criteria of Section 11.3.1.

11.3.4. Positions held by unit members of temporary or probationary status will be listed as filled, subject to the retention or reelection for the following year. All positions filled on a temporary basis according to subsection 11.4.7, will be designated as vacant. Any positions not filled after the assignment process will be considered vacant and posted within the District.

11.3.5. First Consideration For Unit Members Affected By The Relocation Of Positions From One Elementary School To Another

11.3.5.1. The relocation of a unit position from one elementary school to another resulting in the loss of position(s) at the originating school: (1) may cause a unit member in the reduced position to become unassigned at that school; or (2) may cause a unit member in the reduced position to be assigned to a different position within the originating school. The above assignment status occurs as the result of the principals' initial assignments according to Section 11.3.

11.3.5.2. Any unit member in the circumstances defined by Section 11.3.5.1 will be considered first for any remaining vacancy before the internal and external posting and filling of vacancies established in Section 11.4, provided the unit member meets the qualifications of the position.

The vacancy list, as prepared for posting in Section 11.4, will be provided to the above defined individuals prior to the general posting for voluntary transfers. Those individuals will have five (5) calendar days to consider the vacancies and make their preferences known to the District Office.

If two or more unit members in this pool desire the same vacant position, the decision will be made on the basis of the criteria set forth in Section 11.4. Any unit member who is not selected for such a position will have the right of appeal as set forth in Section 11.4.5.

11.3.5.3. In addition to the above right of first consideration, a unit member in the circumstances defined by Section 11.3.5.1 will have the right of first consideration for one vacancy that becomes available during the subsequent posting and filling of vacancies under Section 11.4.

In order to exercise this right, the individual unit member must notify the District Office in writing of the vacancy's characteristics (e.g., grade level(s), and/or site(s)) that will attach to this additional right of first consideration. When a vacancy occurs that fits the characteristics of the position, the unit member must exercise the first consideration within three (3) calendar days, or forfeit the right. Thereafter, the unit member will be considered the same as all other unit members under the criteria in Section 11.4.

Any unit member defined by Section 11.3.5.1 who is transferred from a school may not be involuntarily transferred the following year as specified by subsection 11.5.1.1 for a decline in school enrollment or reconfiguration of a school.

11.4. Voluntary Transfers - Posting and Filling of Vacancies

11.4.1. All positions that are not filled after the assignment process is completed will be posted as vacancies for at least five (5) working days in the District administration office and at each work site. In addition, any position that thereafter becomes vacant prior to two weeks before the first day of instruction in the following school year will be posted. The vacancy notice shall include the location, grade level or subject matter assignment, the minimum qualifications, any special job requirements, and the date for closing applications, except for middle school vacancies where the notice may be generic. During the summer non-work

period, vacancy notices will be posted for at least forty-eight (48) hours, and shall be emailed to any bargaining unit member at their District email addresses.

11.4.2. Interviewing Applicants for Transfer

11.4.2.1. Before the District interviews non-employee applicants for a vacant position, all internal applicants meeting the stated qualifications are entitled to a job interview with the appropriate administrator.

11.4.2.2. Interviews with internal applicants will be completed before the District interviews any non-employee applicants for the specific position, except during the summer period when individual unit member requests listed on the preference form will be considered without a formal interview.

11.4.2.3. Section 11.4.2.2 will not prohibit the District from interviewing and offering jobs to non-employees, provided the District does not offer a specific assignment or grade level before the internal candidates are interviewed.

11.4.3. Criteria for Selecting a Candidate Seeking A Voluntary Placement in Another School

11.4.3.1. The selection will be made on the below listed criteria:

11.4.3.1.1. The special requirements listed in the job vacancy announcement;

11.4.3.1.2. The special skills, training, credentials, and teaching experience of the applicants; and

11.4.3.1.3. If all of the above are determined by the District to be equal, seniority in the District as determined by the Education Code.

11.4.3.2. The District is not required to select any internal candidate. However, the selecting administrator must first consider the internal candidates, using the above criteria, before considering any non-employee,

11.4.3.3. After due consideration of the internal candidates, the District will select a non-employee only if the selecting administrator determines that the non-employee is a better candidate based on the above criteria.

11.4.4. If a unit member is selected for a vacant position, the person will be voluntarily transferred.

11.4.5. If a unit member of permanent status is not selected for transfer to a vacant position, the unit member, upon request, will receive in writing the reason or reasons for the non-selection, based on the criteria in Section 11.4.3.1. Within ten days of the receipt of the reasons for denial, the unit member may appeal the decision to the Superintendent or designee who will respond in writing within ten (10) working days of the receipt of the appeal. In the event the employee objects to the decision of the Superintendent relative to an employee-requested transfer, the employee may appeal the decision to the Governing Board.

11.4.6. If a unit member of permanent status is not selected for transfer to a vacant position, the unit member, upon request, will receive in writing the reason or reasons for the non-selection, based on the criteria in Section 11.4.3.1. Within ten days of the receipt of the reasons for denial, the unit member may appeal the decision to the Superintendent or designee who will respond in writing within ten (10) working days of the receipt of the appeal. In the event the employee objects to the decision of the Superintendent relative to an employee-requested transfer, the employee may appeal the decision to the Governing Board.

11.4.7. Positions that become vacant during the school year (the first work day through the last work day) shall be filled as a temporary assignment by a new hire. This position shall then be posted as vacant for the following school year.

11.5. Involuntary Transfer Based On District Need

11.5.1. Involuntary transfer may be initiated by the District at any time based on one of the following:

11.5.1.1. Change in school site enrollment – If an involuntary transfer is required because of a change in enrollment at the school site, the teacher with the least seniority will

be transferred, and the remaining teachers will be assigned according to the criteria in Section 11.3.1; or

11.5.1.2. Reconfiguration of a school – If the District reconfigures schools, the transfers will be based on the criteria in Section 11.4.3; or

11.5.1.3. The District's legitimate needs.

11.5.2. The District will solicit voluntary transfers prior to initiating an involuntary transfer, but the District is not bound to grant a volunteer's wishes if the District's needs are not met.

11.5.3. If feasible, involuntary transfers initiated as a result of District needs will not be finalized until, if requested by the employee, a conference has been held between the employee and the originating administrator.

11.5.4. All notices, appeals, and responses regarding an involuntary transfer shall be in writing. In addition, the employee, upon request, shall be given in writing the reason or reasons for the involuntary transfer initiated as a result of District need.

11.5.5. In the event the employee objects to an involuntary transfer, the employee may appeal the decision to the Superintendent.

11.5.6. In the event the employee objects to the decision of the Superintendent, the employee may appeal the decision to the Governing Board. The request for the appeal will be set forth in writing with a clear and concise statement as to the reason for appeal. The request shall be made within ten (10) working days following the announcement of the Superintendent's decision.

11.5.7. When an involuntary transfer of an employee necessitates special training or retraining in the District's judgment, the District shall pay the tuition costs of such additional training. Any units thus paid for by the District will not count for salary schedule movement.

11.5.8. No unit member shall be involuntarily transferred more than once in two years until the District has advised the Association and requested its advice regarding the proposed transfer.

11.5.9. Returning unit members affected by an involuntary transfer or a physical change of classroom(s) will be provided with moving boxes and custodial support for moving the boxes, and may time card up to twelve (12) hours at the hourly rate specified in 13.1.8, outside of the regular work day.

12. ARTICLE 12. LEAVES

12.1. Definition of Immediate Family as Used in This Article: Except as otherwise specified, "immediate family" shall be defined to include only mother, mother-in-law, father, father-in-law, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, the spouse or domestic partner, son, son-in- law, daughter, daughter-in-law, brother or sister, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, and cousin of the employee, or any person living as a family member in the immediate household of the employee.

12.2. Sick Leave

12.2.1. All employees shall be entitled to ten (10) days of sick leave per year in accordance with prevailing law. Part-time employees shall be entitled to sick leave on the same basis as full-time employees in proportion of time worked to full-time employment.

12.2.2. Employees who leave the District must request the transfer of sick leave in writing within the school year succeeding the school year in which the employment is terminated. New employees of the District must follow the same procedure to receive credit for any transferable accumulated sick leave.

12.2.3. As required by Education Code Section 44977, when an employee exceeds his or her accumulated sick leave due to illness or injury and continues to be absent for reasons of that illness or injury, for an additional period of up to five school months the employee shall be paid the difference between the employee's per diem rate and the amount that is actually paid to the substitute, or, if no substitute is employed, the amount that would have been paid to the substitute according to the District's substitute salary schedule. The payment to

unit members pursuant to this section shall be no less than 50% of the unit member's per diem salary for each day of absence during the five month period. For purposes of this section, a "school month" is defined as 20 work days. The provisions of Education Code Section 44977(b)-(g) shall apply.

12.2.4. Only that sick leave accumulated under provisions of subsection 12.2.1 above is available for use when authorization for use of sick leave is granted in other sections of this Article.

12.2.5. The District may require verification for sick leave usage, when the District has reason to believe that the sick leave may have been used for inappropriate reasons. Prior to submitting that verification, the teacher may request and shall be given in writing, the reasons upon which the requirement for verification was based.

12.3. Leave for Personal Necessity and Family Illness

12.3.1. An employee may use sick leave described in subsection 12.2.1 above for purposes of personal necessity as enumerated below, provided the use for such purposes does not exceed nine (9) days in any school year.

12.3.2. For purposes of this Section, personal necessity shall be limited to: (a) death or serious illness of a member of the employee's immediate family; (b) an accident involving the employee's person or property, or the person or property of the employee's immediate family; (c) appearance in court as a witness or litigant; and (d) illness or injury of a member of the employee's immediate family that requires the employee's assistance and/or attendance.

12.4. Discretionary Leave - Beginning in 2025-2026, five (5) days per year of the unit member's accumulated sick leave under Section 12.2.1 may be used for discretionary leave, provided that the unit member provides five (5) work days' notice to the site principal or immediate supervisor and that no more than three (3) such days are taken consecutively. This clause will be reviewed at the end of the 2026-27 school year to determine if the additional discretionary leave day has an impact on teacher attendance.

12.5. Notice for Personal Necessity and Family Illness

12.5.1. In order to obtain a substitute or coverage for work, the employee will notify the District five (5) days in advance of taking leave, except when the need for the leave is unknown in advance or in case of emergency. In such cases, the employee will make every effort to appropriately notify the District of the need for and the duration of the leave as soon as possible in advance of the leave.

12.5.2. The employee taking leave will not be required to provide the specific reasons for the leave. Under all circumstances, however, an employee shall verify in writing that the leave was taken for the purposes stated in this Section. The District will provide a verification form at each school site. If the District has a reasonable basis to believe that the leave was not taken for the purposes stated, the District may require the employee to verify the appropriate usage.

12.5.3. In the event of death, bereavement leave must be taken before the employee may utilize personal necessity leave.

12.6. Paid Family Care Leave (Labor Code Section 233)

12.6.1. In addition to any other rights to leave afforded by this Article, in any school year, unit members may use up to a maximum of five (5) days of accrued and available sick leave under Section 12.2.1 for any of the following reasons:

12.6.1.1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member's family member.

12.6.1.2. In addition, with appropriate certification a unit member who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this Section 12.6 for the following reasons:

12.6.1.2.1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief,

to help ensure the health, safety, or welfare of the victim or the victim's child;

12.6.1.2.2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

12.6.1.2.3. To obtain services from a domestic violence shelter, program, or rape crisis center;

12.6.1.2.4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;

12.6.1.2.5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

12.6.2. As used in this Section 12.6:

12.6.2.1. "Family member" means a unit member's parent, child, spouse, registered domestic partner, sibling, grandchild or grandparent, or a designated person.

12.6.2.2. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the unit member stands in loco parentis.

12.6.2.3. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the unit member or the unit member's spouse or registered domestic partner, or a person who stood in loco parentis when the unit member was a minor child.

12.6.2.4. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Employees may have one designated person for this purpose pre 12-month period.

12.6.3. All conditions and restrictions upon the unit member's use of sick leave, including those set forth in Sections 12.2.4 and 12.2.5, shall apply to the use of sick leave in this Section to attend to the unit member's family member.

12.6.4. This Section does not extend the maximum period of leave to which a unit member is entitled under the Family Medical and Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

12.7. Bereavement Leave - Upon receiving appropriate confirmation that an employee's immediate family member has died, or an employee or their partner has experienced a miscarriage or stillbirth, the Superintendent shall grant bereavement leave not to exceed five (5) days for each bereavement without loss of pay.

12.8. Jury Duty Leave - Leave for jury duty will be granted under provision of the law. Jury duty leave will be with pay, the amount of which will be up to the amount of the difference between the employee's regular earnings and any amount received for jury fees.

12.9. Other Unpaid and Paid Leaves Of Absence - The District may grant other unpaid and paid leaves of absence, all conditions surrounding which shall be upon the mutual agreement of the District and the employee. No such agreements will establish precedent nor proscribe the unrestrained future discretion of the District or an employee to reach mutual agreements under this Section.

12.10. Industrial Accident and Illness Leave

12.10.1. Employees will be entitled to industrial accident and illness leave in accordance with the requirements of the Education Code for personal injury or illness that qualifies for Workers' Compensation under provisions of the Compensation Insurance Fund.

12.10.2. Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise be performing work for the District in any one fiscal year for the same industrial accident or illness. An employee's entitlement for any given industrial accident or illness shall not exceed sixty (60) days. If the industrial

accident or illness extends beyond a fiscal year, the employee will be entitled only to the unused portion of the original sixty (60) days provided for the given industrial accident or illness.

12.10.3. The District has the right at its own expense to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which the disability is attributable to the injury or illness involved.

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

12.10.5. If the employee fails to endorse to the District any wage loss disability indemnity check received because of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

12.10.6. Employees shall report within twenty-four (24) hours any accident to themselves that occurs in the line of duty. A written report must be filed on a form prescribed by the District. If the employee is incapacitated, the report must be prepared by the employee's supervisor.

12.11. Religious Leave - An employee is entitled to two (2) days for religious leave providing at least a two (2) week notice has been given to the immediate supervisor. This leave will be classified as Personal Necessity Leave and subtracted from sick leave.

12.12. Pregnancy Leave and Child Rearing Leave - The Board of Education will request the advice of the Association prior to the granting of any leave excepting Pregnancy Leave and Child Rearing Leave for a third or subsequent year.

12.13. Sabbatical Leave

12.13.1. Objectives - Sabbatical leaves are approved under State law in the phrase "for the purpose of permitting study or travel by the employee which will benefit the schools and pupils of the District."

12.13.2. Distribution

12.13.2.1. The number of certificated employees absent on sabbatical leave at any one time shall not exceed three employees.

12.13.2.2. Selection of these three employees shall be based on the needs of the District, direct benefits to students, and continuing professional growth of the teacher.

12.13.2.3. Sabbatical leaves shall coincide with the school year, unless otherwise approved by the Superintendent.

12.13.2.4. Refusal: Should the District refuse to grant a Sabbatical Leave, it shall be in writing, stating the reason for the refusal.

12.13.3. Requirements

12.13.3.1. Sabbatical leaves must be preceded by at least seven (7) consecutive years of teaching service, all of which must have been in the Menlo Park City School District.

12.13.3.2. This application is to be submitted no later than January 10 and a formal decision by the office of the Superintendent should be rendered as soon as budget considerations make it possible. Deadlines for applications may be waived by mutual agreement of the applicant and Superintendent.

12.13.3.3. Applicants must sign to the effect that they will return to the District for a period of at least two (2) years following the termination of the leave.

12.13.3.4. Sabbatical leave time may be a combination of both travel and study.

12.13.3.5. Teachers' plans for a combination study-travel sabbatical leave must be submitted to the Governing Board for approval.

12.13.3.6. Sabbatical Leaves for Study

12.13.3.6.1. A teacher shall complete at least twenty-four (24) semester units of work during a sabbatical year, not less than eight (8) semester units of which shall be completed during either semester while on leave.

12.13.3.6.2. These courses should be exclusive of correspondence courses.

12.13.3.6.3. A special project or research problem may be substituted for the unit requirements if approved in advance by the Superintendent.

12.13.3.6.4. Transcripts or other evidence of completion shall be submitted to the office of the Superintendent within sixty (60) days of the teachers' return to duty.

12.13.3.7. Sabbatical Leave for Travel

12.13.3.7.1. Teachers on sabbatical leave for travel shall remain in travel status at least four and one-half (4-1/2) months for each semester of leave granted.

12.13.3.7.2. The application for leave for travel shall include an itinerary of the proposed travel, together with a statement concerning the proposed objectives and be submitted to the building principal for consideration.

12.13.3.7.3. Upon completion of the travel leave, and within sixty (60) days of the teacher's return to duty, a written report shall be submitted to the office of the Superintendent.

12.13.4. Compensation

12.13.4.1. Compensation while on leave shall be based on the salary schedule in effect during the period of leave, and shall be no less than one-half (1/2) the salary which the employee would receive for full-time employment during that period.

12.13.4.2. The Governing Board will have the option of requiring an applicant to post a bond in the amount of the contract salary before payment of salary commences.

12.13.4.3. One-half (1/2) the cost of medical and dental insurance shall continue to be paid by the District and sick leave benefits will remain in effect.

12.13.4.4. Additional compensation from study benefits, research grants, scholarships, and fellowships will be honored and encouraged by the District, and these are not prorated with leave pay.

12.13.5. Effect Of Salary Increment

12.13.5.1. The sabbatical leave shall constitute a year's service for salary increment purposes.

12.13.5.2. The sabbatical leave shall constitute a year's service for retirement credit.

12.13.6. Prior to granting a Sabbatical Leave, the District and the employee shall enter into a written agreement regarding assignment upon return from leave.

12.14. Catastrophic Illness Leave - On a case-by-case basis and with mutual agreement of the Association and the District, any employee may donate accumulated and unused eligible leave credits to another employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.

12.14.1. Definitions

12.14.1.1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and that incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because all of his or her sick leave and other paid time off has been exhausted.

12.14.1.2. “Eligible leave credits” means sick leave accrued to the donating employee under subsection 12.2.1 of this Agreement. One (1.0) full day of eligible leave credit shall equal one day of usable leave to the receiving party.

12.14.1.3. “Family members” shall be as defined in Section 12.1 of this Agreement for bereavement leave.

12.14.2. Eligibility - Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

12.14.2.1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

12.14.2.2. The District determines that the employee is unable to work due to the employee’s, or his or her family member’s, catastrophic illness or injury.

12.14.2.3. The employee requesting donation of sick leave has exhausted all accrued paid leave credits, including differential leave for certificated employees and extended sick leave for classified employees, if the employee is requesting catastrophic leave for his/her illness or injury.

12.14.3. Procedure

12.14.3.1. An employee who wishes to receive the catastrophic illness benefit must request in writing to the Association and District that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.

12.14.3.2. Donations will be solicited anonymously by a joint announcement of the Association and District on behalf of an individual who meets the requirements for this benefit.

12.14.3.3. The employee who volunteers to donate sick leave must donate in minimum increments of one (1) full-time equivalent day of leave credit.

12.14.3.4. The maximum amount of time that donated leave credits may be used by the recipient employee shall not exceed twelve (12) consecutive months per illness, recurrence, or injury. Donated leave credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.

12.14.3.5. All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used within twelve (12) months of donation, it will revert to the donor(s) in the order in which it was donated.

12.14.3.6. An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.

12.14.3.7. Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.

12.14.3.8. The recipient shall be paid at her or his regular rate of pay.

12.14.3.9. The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements. Such rules and regulations will be submitted to the Association for review prior to implementation.

12.14.3.10. Any entitlement to family leave under the Federal Family and Medical Leave Act and the California Family Rights Act will run concurrently with the leave created by donations.

12.14.3.11. If STRS determines that any provision of this policy is inconsistent with STRS rules and regulations, the provision shall be reopened for negotiations. If PERS

determines that any provision of this policy is inconsistent with PERS rules and regulations, the provision shall be reopened for negotiations.

12.14.3.12. Disputes regarding alleged violations or misinterpretations of this policy may be resolved through the appropriate collective bargaining agreement grievance procedure, for represented employees, or through the District complaint procedure for unrepresented employees.

12.15. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

12.15.1. Eligible unit members are entitled to a total of 12 work weeks or the equivalent of 12 of the unit member's normally scheduled work weeks of unpaid, job-protected leave in a 12 month school year period (July 1 through June 30) under each of the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. This article will be interpreted and applied in conformance with the FMLA and CFRA.

12.15.2. Eligibility - To be eligible for family care and medical leave, on the date on which leave is to begin, a unit member must have been employed by the District for at least 12 months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave.

12.15.3. Qualifying Events or Reasons for FMLA and CFRA Leave:

12.15.3.1. The birth of a child and to care for the newborn child within one year of the child's birth.

12.15.3.2. The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child, within one year of the child's adoption or foster placement.

12.15.3.3. To care for the unit member's qualifying family member with a "**serious health condition**," including a child, including a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member standing in loco parentis to that child who is under 18 years of age, parent, including a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child (excluding a parent-in-law), spouse, registered domestic partner (**CFRA ONLY**), domestic partner's child (**CFRA ONLY**), an adult depend child (**CFRA ONLY**), grandparent (**CFRA ONLY**), grandchild (**CFRA ONLY**), sibling (**CFRA ONLY**), or "**designated person**." (**CFRA ONLY**).

A "**serious health condition**" is an illness, injury, impairment, or a physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential care facility, including any period of incapacity or any treatment in connection with such inpatient care or any period of incapacity;
2. incapacity (i.e., inability to perform essential job functions or inability to attend school or perform other regular daily activities) of more than 3 consecutive calendar days that also involves: (a) at least 2 visits to a health care provider, or (b) one visit and a regimen of continuing treatment;
3. incapacity due to pregnancy or prenatal care following a pregnancy disability leave;
4. incapacity or treatment due to chronic health conditions requiring periodic treatment;
5. incapacity for a condition which is permanent or long-term for which treatment may not be effective and the patient is under the continuing supervision of a health care provider;

6. inpatient care or continuing treatment, including treatment for substance abuse; or
7. any period of absence to receive multiple treatments for restorative surgery or for a condition that would result in incapacity of more than 3 consecutive calendar days if left untreated.

A "**Designated Person**" means any person identified by the employee at the time the employee requests leave. Employees may have one designated person for this purpose pre 12-month period. (**CFRA ONLY**)

12.15.3.4. Because of a unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave.

12.15.3.5. Because of any "**qualifying exigency**" arising out of the fact that the unit member's spouse, domestic partner, child, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status).

12.15.3.6. **FMLA Only**: Family Care and Medical Leave to care for a covered servicemember with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the servicemember. An eligible unit member's entitlement under this Section is limited to a total of 26 workweeks of leave during a single 12-month period. The "single 12-month period" in which the 26-weeks-of-leave-entitlement begins on the first day a unit member takes leave to care for the covered servicemember. During the "single 12-month period" described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

12.15.4. Pay Status and Benefits - Except as otherwise provided in this Section 12, family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health and welfare premiums during the period of family care and medical leave for up to twelve work weeks on the same basis as District contributions would have been provided had the unit member not taken family care and medical leave. The unit member will be required to continue to pay the unit member's share of premiums, if any, during a family care and medical leave.

12.15.5. Relationship of Family Care and Medical Leave to Other Leaves - Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit member may be entitled for the same qualifying reason. A unit member is required to utilize the unit member's accrued sick leave during and to run concurrently with FMLA/CFRA qualifying absences.

12.15.6. Notice to the District

12.15.6.1. The unit member must provide written notice to the District's Human Resources Department as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable including, but not limited to, for an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave.

12.15.6.2. The written notice must inform the District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

12.15.6.3. If a unit member needs leave intermittently or on a reduced leave schedule for planned medical treatment, the unit member shall consult with the District and

make a reasonable effort to schedule the treatment so as to minimize disruption to District operations, subject to the approval of their health care provider, or the health care provider of their family member or designated person, as appropriate.

12.15.6.4. Any requests for extensions of CFRA Leave must be received at least 5 working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the approved leave.

12.15.7. Medical Certification

12.15.7.1. A unit member's request for family care and medical leave for a serious health condition of an employee, an employee's family member, or a designated person who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the unit member shall provide the District with recertification by the health care provider. The certification must state: (1) whether the person is suffering from a serious health condition; (2) the date, if known, of the onset of the serious health condition; and (3) the probable duration of the condition. The medical certification should not disclose the underlying nature or diagnosis of the serious health condition or any genetic information.

12.15.7.2. As a condition of a unit member's return from leave taken because of the unit member's own serious health condition, the unit member is required to obtain certification from the unit member's care provider that the unit member is able to resume work and perform the essential functions of the unit member's job with or without accommodation.

12.15.7.3. Unit members are encouraged to use the District's Certification of Health Care Provider form available from the District to meet the certification and recertification requirements of this section.

12.15.8. Length of Leave

12.15.8.1. CFRA and FMLA leave may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the unit member or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider. Unit members requesting intermittent leave shall make a reasonable effort to schedule the leave to minimize disruption to school or district operations.

12.15.8.2. Leave taken for reason of birth, adoption, or foster care placement of a child of the unit member does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the unit member. The basic minimum duration of leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks' duration on any two occasions. Spouses who are both employed by the District may each take 12 workweeks of CFRA Leave in a 12-month period.

12.15.8.3. District's Response to Leave Request - It is the District's responsibility to designate leave, paid or unpaid, as family care and medical leave-qualifying based on the information provided by the unit member and to notify the unit member of the designation.

12.15.8.4. Unit Member's Status on Returning from Leave - Except as provided by law, a unit member is entitled to be returned to the same or equivalent position the unit member held when leave commenced, or to an equivalent position with

equivalent benefits, pay, and other terms and conditions of employment. A unit member is also entitled to reinstatement even if the unit member has been replaced or the unit member's job has been restructured to accommodate the unit member's absence. A unit member has no right to return to the same position. Use of FMLA and/or CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible unit member's leave. A unit member has no greater right to reinstatement or to other benefits and conditions of employment than if the unit member had been continuously employed during the FMLA/CFRA leave period.

12.16. Enhanced CFRA Leave

12.16.1. Beginning July 1, 2021, all permanent (tenured) members shall earn five (5) days of enhanced CFRA per year of service after July 2, 2021, up to a maximum of ten (10) days. This leave is either fully paid and included as part of the standard CFRA leave, or paid at the differential rate and utilized after the conclusion of standard CFRA leave, at the unit member's discretion, for up to a maximum of ten (10) days per calendar year.

12.16.2. The leave shall be taken in five (5) day increments, which must be continuous, cannot be used intermittently, and are not applicable during break or non-work time. The leave must be taken within 12 months of the adoption, birth of a newborn, or foster of a child age 0-3 years.

12.16.3. The enhanced CFRA is used as a "bank." As a member uses this leave, it is taken out of their bank. This leave is not transferable to another member.

12.16.4. If the unit member has earned less than ten (10) days of enhanced CFRA, they may utilize their accumulated sick leave for the balance of the ten (10) day period.

12.16.5. After June 30, 2026, this provision will sunset. Enhanced CFRA leave time accrued through June 30, 2023 will not be lost. Continuation of this leave will need to be renegotiated as part of the successor agreement.

12.16.6. The use of this leave shall not prohibit the advancement of unit members on the salary schedule.

12.17. Pregnancy Disability Leave - A pregnant unit member is entitled to an unpaid leave of up to four months, as needed, for the period(s) of time the unit member is actually disabled by pregnancy, as determined by her health care provider.

12.17.1. Notice to District - Using the District's Certification of Health Care Provider form for pregnancy disability leave, a unit member should provide at least 30 days advance notice or notice as soon as practicable of the unit member's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

12.17.2. Use of Sick Leave During Pregnancy Disability Leave - A unit member may use any accrued sick leave under Section 12.2 during an otherwise unpaid pregnancy disability leave. An employee who elects not to use their accrued sick leave will automatically be placed on differential pay.

12.17.3. Health and Welfare Benefits - The District shall maintain its contribution toward health and welfare benefits during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the unit member had not taken pregnancy disability leave. The unit member will be required to continue to pay the unit member's share of premiums, if any, during a pregnancy disability leave.

12.17.4. Unit Member Status - During a pregnancy disability leave, the unit member shall retain unit member status, and the leave shall not constitute a break in service for any purpose under this Agreement.

12.17.5. Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

12.17.5.1. A pregnancy disability leave shall run concurrently with the unit member's FMLA leave entitlement.

12.17.5.2. The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. A unit member's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.

12.17.5.3. At the end of the unit member's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave of up to 12 workweeks for the reason of the birth of her child, if the child has been born by this date.

12.18. Teacher Parental Leave

12.18.1. Interpretation of Teacher Parental Leave Section - This section 12.18 is based on Education Code Section 44977.5 and shall be interpreted and implemented in compliance with Section 44977.5 as amended by the California Legislature or interpreted by a court with jurisdiction over the District.

12.18.2. Definition of Teacher Parental Leave - "Teacher parental leave" means leave for reason of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member." (Education Code Section 44977.5). "Teacher parental leave" refers to the same entitlement described in Sections 12.15.3.1 and 12.15.3.2; it is not a separate and additional entitlement. All of the requirements for using such leave as set forth in Section 12.17 above apply except, to the extent required by law (Education Code Section 449.77.5(d)), a unit member shall not be required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this Section 12.17.

12.18.3. Eligibility for Teacher Parental Leave - In accordance with Education Code Section 44977.5, any unit member is entitled to teacher parental leave regardless of number of hours of service during the previous 12-month period. During each school year, a unit member may use their sick leave for purposes of parental leave for a period of up to 12 workweeks. When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave pursuant to Government Code Section 12945.2 (CFRA, Sections 12.15.3.1 and 12.15.3.2 above) for a period of up to 12 workweeks, the amount deducted from the salary due the unit member for any of the remaining portion of the 12 workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the unit member's position during the unit member's absence or, if no substitute was employed, the amount that would have been paid to the substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute teacher.

12.18.4. Calculation of Teacher Parental Leave - For the purposes of this section, (1) the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave; (2) A unit member shall not be provided more than one 12-week period per parental leave during any 12-month period; and (3) parental leave taken pursuant to Section 12.17 shall run concurrently with parental leave taken pursuant to CRFA. and the aggregate amount of parental leave taken pursuant to this Section 12.17 and CRFA shall not exceed 12 workweeks in a 12- month period.

12.18.5. Governing Board Approval Not Required - This section of the collective bargaining agreement, which is based on Education Code Section 44977.5, shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

12.19. Child Rearing Leave - In addition to the parental leave provisions of Section 12.17, upon request the District may grant an employee who is a natural or adopting parent an unpaid leave of absence for

the purpose of child rearing. The employee shall request at least four (4) weeks prior to the anticipated date on which the leave is to commence.

12.20. Shared Teaching Assignment And Job Share Leave

12.20.1. Introduction - Subject to the Governing Board's approval, two full-time permanent teachers may elect to share the duties and responsibilities of one full-time position. The percentage of full-time position actually employed will constitute the share of the job, and the remaining percentage will be placed on Job Share Leave for the period of one year, subject to annual review and renewal by the Governing Board. Nothing in this provision will in any way limit a teacher from seeking a part-time leave (reduced employment) by requiring participation in a job share.

12.20.2. Shared Teaching Assignment Defined -
A shared teaching assignment is defined as one full-time instructional assignment shared by two unit members. Both unit members in a shared teaching assignment share equally instruction and other ancillary duties and responsibilities performed by teachers, as further described in this Article.

12.20.3. Eligibility For Shared Teaching Assignments

12.20.3.1. A unit member must have three years of consecutive service in the District with satisfactory evaluations and be on the 189 day salary schedule by the beginning of the job share year.

12.20.3.2. A unit member must apply to the Superintendent by February 1 in the year preceding the actual job sharing.

12.20.3.3. The application must be submitted on the District form setting forth the plan for sharing of the job duties and responsibilities, including:

- the expected duration of the job share;
- the details of the prorated compensation;
- a summary of the prorated duties listed in this section; and
- a plan to ensure consistent classroom management that includes: (1) behavior and discipline standards;
  (2) methods by which classroom assignments will be given, collected, and evaluated; (3) methods by which students' progress will be monitored and recorded; and (4) methods by which unit members communicate daily information about students and about school related matters.

12.20.3.4. The application will constitute the job share plan if accepted by the site administrator of the job share's location, and if approved by the Superintendent and the Governing Board.

12.20.4. Shared Duties And Responsibilities

12.20.4.1. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, attendance at regular staff meetings, grade level or department meetings, SST, IEP or Section 504 meetings, District meetings, etc. If a unit member attends one of these meetings on an off--duty day, they will receive the pay at the established hourly rate specified in 13.1.8 for the time of attendance.

12.20.4.2. Both unit members will attend all Staff Development Days, Back--To--School, and Open House Nights as part of their regular job responsibilities as stated in Article 8, Section 2.

12.20.4.3. For parent-- teacher conferences scheduled on the minimum days, the individual who is attending the meetings outside their usual "working day" will be compensated at their hourly rate specified in 13.1.8.

12.20.5. Salary And Benefits - Because a shared position entails necessary dual attendance requirements to equal the regular attendance of one full-time unit member, the FTE for a job

share will be proportional for all 180 instructional days with the addition of all teacher work days and all professional development days. For example, 99 days (90 instructional days plus 9 days for teacher work days and professional development days) will constitute the base pay for a 50/50 split., or .5238 FTE. A 60/40 split would result in the 60% unit member working 117 days (108 instructional days plus 9 teacher work days and professional development days), or .5714 FTE, and the 40% unit member working 81 days (72 instructional days plus 9 teacher work days and professional development days), or .4286 FTE. In addition, each participant shall qualify for one-year advancement on the salary schedule for each year served in a shared position.

12.20.6. STRS Contribution - Unit members on shared assignments will contribute to the State Teachers Retirement System and will receive prorated credit for years of service toward retirement. The District will continue its contributions according to STRS requirements for part-time participants.

12.20.7. Duration And Return To Full--Time Assignment - Shared teaching assignments are approved for only one year, but may be extended for an additional year with the approval of the Governing Board. A job share participant must inform the District on the annual intent--to--return form of any intent to extend the job share for another year or to return from leave to a full--time status on a 189 day calendar. A job share participant returning to full--time status will be placed in a position for which the individual is credentialed and qualified, and will have the same rights as other unit members to posted positions under Article 11, Transfers.

12.20.8. Order Of Employment And Tenure Status - Shared teaching assignment status shall not constitute a break in service for purposes of tenure status and the certificated order of employment (Education Code “seniority”).

13. ARTICLE 13. EMPLOYEE SALARY and BENEFITS

13.1. Salary And Pay Provisions

13.1.1. 2024-2025 Salary: The 2024-2025 Teacher Salary Schedule that was Board approved on May 8, 2025 shall be revised to reflect a three and a half percent (3.5%) increase retroactive to July 1, 2024. This increase shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement. The revised salary schedules shall be attached to this Agreement as Appendix A-1, Appendix A-2, and Appendix A-3.

13.1.2. All employees in the unit shall be paid according to the Teacher Salary Schedule.

13.1.3. All part-time employees shall be paid according to the proportional time worked, which includes proportional payment of eligible stipends.

13.1.4. The Stipend Schedule is attached as Appendix A-S.

13.1.5. Teachers who achieve National Board for Professional Teaching Standards (NBPTS) certification shall receive a stipend equal to the Ph.D. stipend.

13.1.6. Unit Members who earn the Certificate of Clinical Competence (CCC) from the American Speech-Language Hearing Association (ASHA) shall receive a stipend equal to the National Board for Professional Teaching Standards (NBPTS).

13.1.7. Those individuals who received the "hard to recruit" stipend and who were employed in the District prior to July 1, 2002, shall no longer be eligible for that stipend.

13.1.8. In addition to meetings that extend the 7¾ hour work day for curriculum development and related activities authorized in writing by a site or district administrator (referenced in Article 8, Section 8.2), the pay shall be $65.00 per hour, effective July 1, 2023.

13.1.9. Effective July 1, 2015, teachers who participate in District approved programs requiring an overnight stay shall receive an additional $200.00 per night for the additional responsibilities involved with extended supervision.

13.1.10. Employees requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one school per day shall be reimbursed for all

required travel at the rate approved and authorized by the IRS for all driving done between arrival at the first location at the beginning of the work day and the last location of the work day.

13.1.11. The District shall require tuberculosis tests for each employee once every four years.

13.1.12. To the extent that these provisions are available through the County Office services, each employee may choose to be paid on one of the following schedules:

- Twelve equal installments with payment on the teachers' last working day of the calendar month, except during summer vacation when payment is issued on the last working day of the calendar month.
- Eleven equal installments with payment on the teachers' last working day of the calendar month.

13.1.13. An employee granted: (1) disability retirement; or (2) disability leave may, at the employee's option, elect to be covered under the District Health Insurance Program providing the employee reimburses the District for the cost of such premiums.

13.1.14. An employee will not be required to take a course given after working hours unless unit credit is provided by the District, or the District provides a minimum day, or the course is written as a performance objective requirement designed to improve a noted weakness for an individual employee. A course is a subject taught by an instructor over a period of five weeks or more, each meeting running for not less than two (2) hours and designed to develop certain skills, expertise, and provide professional growth.

13.1.15. Teachers newly employed with the District will be eligible to receive credit up to the highest step on the Teacher Salary Schedule based on approved public or private teaching experience.

13.2. District Medical/Dental/Vision Insurance Contributions

13.2.1. The District guarantees that the minimum contribution it shall make towards Medical/Dental/Vision Insurance shall always cover the full cost of single payer Kaiser, dental, and vision premiums. The District shall contribute up to the following maximum total amounts per full-time employee and dependents toward the premiums of the insurance programs listed in Sections 13.2.2.1-13.2.2.3 (medical, dental, and vision).

Effective January 1, 2026:

a) $14,867.16 for those enrolled in single medical programs
b) $14,867.16 for those enrolled in two-party medical programs
c) $15,826.08 for those enrolled in family medical programs

Employees enrolled in insurance programs for which the total premiums for medical, dental and vision insurance exceed the amounts listed above will have the difference deducted proportionally from their eleven paychecks. Any annual increase in premium rates will begin with deductions from the December paycheck. The District will provide health benefits for qualified domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as health benefits available to dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code Section or with any local agency registering domestic partnerships.

13.2.2. Health Insurance Plans

13.2.2.1. Medical Plans - CalPERS Plans

The District will pay the monthly minimum payment to CalPERS required by statute. In addition, the District will contribute to each full-time unit member, an amount that, when added to the CalPERS' minimum and the amounts provided for dental and vision insurance

premiums pursuant to Sections 13.2.2.2 and 13.2.2.3, will not exceed the amounts listed in Section 13.2.1. This contribution shall be made monthly, with a total annual District contribution for medical, dental, and vision insurance premiums not exceeding the amounts listed above in Sections 13.2.1.

13.2.2.2. Dental Insurance - Delta Dental Group: See total cap set forth in Section 13.2.1.
13.2.2.3. Vision Insurance - VSP: See total cap set forth in Section 13.2.1.

13.2.3. Unit members must be employed .50 FTE or more to be eligible to participate in the District-sponsored medical, dental, and/or vision insurance plans.
13.2.4. All unit members employed .50 FTE or more are required to enroll in the employee-only dental program. Dependent coverage is optional.
13.2.5. Unit members employed between .5 and 1.0 FTE shall receive a pro rata share of the District's contribution toward medical, dental, and vision insurance premiums commensurate with their assigned FTE.
13.2.6. Spouses or domestic partners who are both full time employees may pool the District's contributions listed in Section 13.2.1 for payment of benefits.

13.3. In Lieu Of Benefits

13.3.1. Unit members who work full time (1.0 FTE) may elect compensation in lieu of medical benefits once per year during the Open Enrollment Period. Unit members whose employment is at least half-time (0.5 FTE), but less than full time (1.0 FTE), may elect prorated compensation in lieu of medical benefits upon completion of an affidavit and submission of proof of coverage as of July 1, 2022.
13.3.2. Unit members previously electing in lieu benefits may surrender in lieu benefits and claim the standard medical benefits package during the Open Enrollment Period each year or following the loss of their existing medical coverage.
13.3.3. Unit members selecting compensation in lieu of medical benefits shall provide the District with documentation or an affidavit showing they are fully insured for medical benefits. Unit members electing compensation in lieu of medical benefits shall receive $2,625 per year, paid in 11 equal monthly installments.
13.3.4. Unit members electing compensation in lieu of medical benefits must participate in the Dental Insurance Program for employees paid by the District as a benefit separate from any compensation in lieu of benefits. The District shall also pay for eligible family members separate from any compensation in lieu of benefits.
13.3.5. Unit members electing compensation in lieu of benefits may enroll in the District Vision Plan. The Vision Plan's premium will be deducted from the compensation in lieu of benefits.
13.3.6. Spouses or domestic partners who are also full time District employees are not eligible for compensation in lieu of benefits.
13.3.7. This in lieu provision shall be effective to the extent it comports with obligations and provisions of the CalPERS Employee Health Benefit Program.
13.3.8. This compensation in lieu of benefits option will cease if the District selects a new medical benefits carrier requiring universal participation, or if state or federal law requires universal participation of all full time District employees.

13.4. Pre-Retirement Employment Plans

13.4.1. A unit member may reduce employment from full to part-time, and receive service credit the unit member would have received if employed on a full-time basis, provided the unit member meets all the requirements of this subsection and Education Code 22713 and the following District criteria.
13.4.1.1. The option of part-time employment must be exercised at the unit member’s request and, once granted, can be revoked during the program term only with the mutual consent of the District and the unit member. The employment level can be increased or decreased within the legal limitations.

13.4.1.2. The unit member must submit a request to participate in this program to the District Office no later than February 1 of the school year preceding the desired year of participation.

13.4.1.3. The unit member must have reached the age of fifty-five (55) prior to the school year or term in which the reduction in workload starts.

13.4.1.4. The unit member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

13.4.1.5. The maximum period of participation in the part-time employment program shall be five (5) years.

13.4.1.6. The District and the unit member shall agree to make the appropriate contributions to the State Teachers' Retirement System (STRS) equal to the amount required as if serving as a full-time unit member.

13.4.1.7. The final determination as to the form of part-time employment and the qualifications necessary to meet the District's instructional needs rests within the sole discretion of the District.

13.4.2. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position. Except for the reduction of salary corresponding to the reduced workload, the District will provide the part-time unit member with the same fringe benefits provided a regular full-time unit member.

13.4.3. If the Governing Board agrees, the reduced service may be on a part-time daily schedule or full-time for at least one-half (1/2) year. Regardless of the work schedule, the unit member and District contributions must be paid monthly to STRS.

13.4.4. Unit members who terminate before the end of the school term or the school year will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued. Retirement contributions for services not actually performed will be returned to the unit member and the District. The amount of sick leave earned while on reduced workload will vary directly to the percent of full-time employment. For example, fifty percent (50%) employment would yield ten (10) days of half-time sick leave or five (5) days of full-time sick leave.

13.5. Post-Retirement Employment Programs - Retired unit members who return to work for the District in any capacity shall be subject to all requirements of law and CalSTRS regulations, including, but not limited to the post-retirement earnings limits and 180-day separation-from-service requirements of Education Code Sections 24214 and 24214.5.

13.6. Retirement Credit For Work In Addition To Full-Time Equivalent

13.6.1. To the extent allowed by law, the District will make relevant professional service activities creditable for STRS Defined Supplement Benefit. Examples include:

All regular teaching beyond 1.0 FTE; such as Summer school; Student activities director; Outdoor education; Teacher coaches; Hourly and stipended work; Substituting during the school day; National Board Certification stipend; CCC stipend; BTSA Support Provider; BCLAD, and PAR Consulting Teacher.

13.6.2. In addition, the Superintendent or designee and the Association President may agree during the term of this Agreement to add to the list provided the work qualifies under Education Code Section 22119.2.

13.7. Retiree Fringe Benefits

13.7.1. The District shall provide a retiree who was employed by the District before April 1, 2007, with employee-only health insurance coverage at District expense, under the following conditions:

13.7.1.1. An employee must retire under one of the State Teachers' Retirement System monthly payment options.
13.7.1.2. An employee must be age 55 or older.
13.7.1.3. If an employee is at least 55 years of age, but less than 60, he/she must have been employed by a public school district for a period of ten (10) years immediately prior to retirement, the last five (5) of which must have been in the service of the Menlo Park City School District and he/she must have accumulated one (1) additional year of in-District service for each year under sixty (60) years of age at the time of retirement up to a total of ten (10) years.
13.7.1.4. If an employee is sixty (60) years of age or older, he/she must have been employed by a California public school district for a period of ten (10) years immediately prior to retirement, the last five (5) of which must have been served in the Menlo Park City School District.
13.7.1.5. Insurance coverage options for the retiree shall be limited to the annual health insurance options available to employees in active District service.
13.7.1.6. When a retiree is eligible for Medicare and the retiree's medical premiums are deducted from the STRS payment, the District's medical contribution will be reduced accordingly. Twice each year (March and September) the District will reimburse the retiree for the costs of Part B Medicare payments.
13.7.1.7. The District will pay the monthly minimum payment to CalPERS required by statute for each eligible retiree for medical and dental insurance. In addition, the District will pay an amount that, when combined with the required CalPERS payment, will not exceed three hundred twenty-five dollars ($325) for those current employees who retire on or after January 1, 2005.

Because STRS requires that the CalPERS premiums be deducted from the retiree's STRS check, the District will provide, twice annually (March and September) a non-taxable reimbursement up to the amount designated above.

13.7.1.8. Should the District elect another health plan carrier, continuation of coverage for retirees shall be the responsibility of the new carrier.
13.7.1.9. Employees retiring because of disability are eligible under this policy as long as they meet all other requirements contained herein.

13.7.2. Unit members employed by the District after April 1, 2007, will not be eligible to receive the medical benefit described in Section 13.7.1 past the date of eligibility for Medicare.
13.7.3. The District will pay retiree-only dental benefits for a period of five years following retirement. Unit members employed by the District after April 1, 2007, shall not be eligible for this benefit.
13.7.4. If permitted by the appropriate carrier, the District will allow retiree spousal coverage for medical and/or dental benefits, provided the full cost of the additional premium is paid by the retiree.

14. ARTICLE 14. MISCELLANEOUS WORKING CONDITIONS

14.1. Layoffs – Layoffs of personnel during the term of this Agreement shall be governed by the appropriate provisions of the Education Code.
14.2. IRS Section 125 - The current District IRS Section 125 Plan will be revised to cover child care, elder care, and medical expenses effective March 1, 1996.
14.3. Transitional Kindergarten and Kindergarten Provisions
14.3.1. The District’s intent is to provide the same conditions for the full-day as for the other Transitional Kindergarten and Kindergarten models. Therefore, for all non-full-day Kindergarten teachers, the allocation of instructional aide time and special instructional services, the class size, and the extra-duties will not be altered because of the full-day

program. Additionally, all teachers' instructional services will not be diminished nor will duties be increased because of the full-day program.

14.3.2. The teachers of the Transitional Kindergarten and Kindergarten full-day program will receive preparation time of equivalent length to that contracted for Grade 1 teachers.

14.4. Absences of Inclusion Aides - In order to reduce the impact of an Inclusion Aide's absence, the District will do the following in a priority order:

1. assign a District inclusion aide that serves as an on-going substitute;
2. assign a full-inclusion aide to the student to the extent necessary according to the specific student disabilities;
3. attempt to hire a substitute from the substitute teacher list; and
4. attempt to replace the absent aide with an instructional aide who is trained to deal with inclusion issues and who is paid at a higher rate when substituting.

Substitutes for aides will be provided in the following order: Inclusion, Special Day Class, and RSP.

14.5. When requested by the Association, the Superintendent will consult with the Association regarding the overall issue of grade-level teachers' recommendation for student placement.

14.6. Unit members required to change classrooms due to construction will be provided reasonable time within the work day and/or work year to move classroom materials.

14.7. Unit members who are required to rotate between classrooms shall be provided lockable rolling storage cabinets, as requested.

15. ARTICLE 15: TEACHER RIGHTS TO DUE PROCESS

15.1. General Provisions - This article establishes just cause and due process for disciplinary action less than fifteen (15) days suspension. The District retains the right to discipline unit members for any reason provided the terms of this article are met.

15.2. Progressive Discipline - The District shall utilize a normal progression: verbal warning; written warning; written reprimand; and suspension without pay.

15.3. Personnel Files

15.3.1. The personnel file of each unit member shall be maintained in a digital or paper-based format at the District's central administration office.

15.3.2. Each unit member shall have access to his/her file and has the right to be accompanied by an individual(s) of his/her choosing when reviewing the file and shall have the right to show contents of the file to such individual(s).

15.3.3. A unit member may authorize in writing the review of the files by specified individual.

15.3.4. Unit members shall be provided with copies of any written material before it is placed in the unit member's personnel file. The unit member shall be given reasonable opportunity to review and comment thereon. The review shall take place during normal business hours on non-instructional time and the unit member shall be released from duty for this purpose without salary reduction. The written response shall be attached to the material.

15.3.5. Unit members may not examine and/or obtain copies of material that includes ratings, reports, or records that were obtained prior to their employment including but not limited to interviewer's comments.

15.3.6. All personnel files shall be kept in confidence and shall be available for inspection only on a need-to-know basis.

15.3.7. Any person who prepares written material for placement in a unit member's file shall sign and date that material.

15.3.8. If a grievance is timely filed claiming that the placement of a document in the personnel file involves the violation of another provision of this Agreement, the document will not be officially filed while the grievance is still pending. This provision will not prohibit the introduction of that document in a dismissal or discipline hearing.

15.4. Classroom Volunteers - A teacher may request that the site principal exclude a specific parent volunteer provided the teacher reasonably articulates how the volunteer interferes with the orderly process of student learning.

15.5. Teacher Safety - Unit members will report to the principal conditions that are unsafe for unit members. The site administrator will respond to the unit member as soon as practicable regarding the unsafe condition. If the unit member does not receive a response within a reasonable period of time, the unit member may then notify the site administrator in writing of the unsafe condition. The site administrator will provide a written response within two workdays.

15.6. Verbal Warning By An Administrator - A verbal warning must include a follow-up memo classifying it as such to be included as part of the progressive discipline process.

15.6.1. Written Warning By An Administrator - Following a conference between the administrator and the unit member, a written warning will be issued in the form of a post-conference summary memorandum. The unit member has the right to write a response that shall be attached to the memorandum.

15.6.2. Written Reprimand By An Administrator - Written reprimands shall not be used unless the unit member has been warned about similar actions in writing within the last three (3) preceding years. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file. The unit member has the right to write a response which shall be attached to the reprimand and retained in the file.

15.6.3. Suspension Without Pay By The Superintendent For Repeated Offenses - Suspension may be without pay but shall not reduce or deprive the unit member of seniority or any access to other benefits. No unit member shall receive more than one (1) penalty for any single action or infraction. A suspension shall not exceed fifteen (15) work days. Suspension shall not be used unless the unit member has received a written reprimand about similar actions. No unit member shall be suspended more than fifteen (15) working days during a school year.

15.7. Discipline Without Progression - Nothing in this provision shall prohibit the District from disciplining a unit member for just cause, up to and including suspension without pay for fifteen (15) work days, in instances where remediation is inappropriate or for clearly egregious matters.

15.8. Administrative Leave With Pay Pending Investigation - The District at its discretion may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits and seniority status shall remain in force pending the investigation. Such leave will not be considered disciplinary in nature.

15.9. Notice of Discipline - Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member. A copy shall be provided to the Association President. The notice of suspension shall contain a statement in ordinary language of the specific acts or omissions upon which the action is based, any rule or regulation alleged to have been violated, proposed penalty, and the proposed duration of suspension. The unit member shall be given a copy of any written charges and materials on which the action is based and a statement of the unit member's right to respond.

15.10. Appeal Of Discipline

15.10.1. If the unit member chooses to appeal the imposition of a written reprimand, the appeal notice must be filed within five (5) work days from the time of notice of or imposition of the disciplinary action, whichever comes first. The appeal must be made in writing and hand delivered to the office of the Superintendent. The Superintendent or designee will provide a written decision within ten work days of the filing of the appeal. The Superintendent's decision will be final.

15.10.2. Within ten (10) work days of the receipt of the notice of suspension, the Association may appeal a suspension by the Superintendent to arbitration according to Article 6. A record of the hearing before the arbitrator shall be made by the District through electronic recordation, or, if mutually agreed by both parties, a court reporter's transcription shall be

utilized. The arbitrator shall provide a written decision within twenty (20) work days of the completion of the hearing.

15.11. Association Presence - As the exclusive representative, the Association has the right to be present at all conferences and hearings pertaining to discipline, regardless of any request by the unit member. The unit member in question shall be given notification prior to the start of the conference or hearing that the meeting will pertain to discipline and that they have the right to representation from the Association.

15.12. Effect of Pending Appeal - If an appeal is filed by the Association, the suspension action proposed by the District shall be stayed pending a final decision on the appeal.

15.13. Confidentiality - Unless agreed otherwise by the parties, the information and proceedings relative to such disciplinary actions shall remain confidential with the individuals, unit members, and parties who are involved, and shall not be released without the consent of the Association and the District.

15.14. Application - This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940, or 44942.

16. ARTICLE 16: FORMAL WRITTEN COMPLAINTS

Definitions: “Complaint” means a written statement alleging a violation of federal or state laws or regulations, non-compliance with official guidelines, or other inappropriate action or circumstance on the part of, or under the authority of the Superintendent. If the complainant is unable to put the complaint in writing due to conditions such as a disability or illiteracy, staff shall assist the complainant in filing the complaint. Verbal allegations, grievances, and suggestions do not fall under this definition of “complaint” and are not subject to these complaint procedures.

“Formal Written Complaint” means a signed complaint (as defined above) alleging a violation of federal or state laws or regulations, to which the complainant requests a response.

16.1. Exclusions

16.1.1. This article does not apply to legally protected categories including sexual harassment complaints or complaints of discrimination based on race, religion, national origin, sex, age, marital status, physical handicap, disability, or sexual orientation, which are subject to Board policy and state and federal law, or complaints covered under the District’s Uniform Complaint Procedure, BP 1312.3. District protocols and timelines for these complaints, set forth in compliance with state and federal law and California Education Code, are delineated in AR 1312.3

16.1.2. This article does not apply to complaints against the condition of school facilities or program materials used by a unit member. These are covered in the District’s Williams Uniform Complaint Procedures, AR 1312.4.

16.1.3. Verbal allegations, grievances, and suggestions from parents about unit members do not fall under the definition of “complaint”. In this case, both parties are encouraged to resolve the matter directly with those involved. Should an issue regarding a unit member be reported first to an administrator or other district leader, the parent shall be urged to resolve the matter directly with the unit member. The administrator or district leader may decide to be involved as needed.

16.1.4. Should discussion between disputing parties not resolve the issue, or if either side requests assistance, the parties may pursue mediation and restoration with the aid of a third party by mutual agreement: an administrator, District leader, onsite counselor, or appropriate teacher leader.

16.2. Complaints By Parents, Guardians, Or Other District Staff - Some complaints arise from misunderstandings or concerns which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. When appropriate, every effort will be made by management, the union member, and/or union leadership to settle concerns and complaints, at the lowest possible step. Supportive measures such as mediation can be requested throughout the process.

16.2.1. District Complaint Procedures - All formal complaints by parents, guardians, 6-8 grade students, or other District employees against a unit member must follow either the District Uniform Complaint Procedure regarding the program, or the District Miscellaneous Complaint Procedure regarding the actions of District employees. Any change in the policies that affect working conditions for unit members will not be made unless the District first provides the Association with notice of the proposed change.

16.2.2. Investigation Procedures

16.2.2.1. Before the onset of the formal investigation, the unit member will be notified of the nature of the complaint. Supportive measures will be provided to the unit members as needed.

16.2.2.2. No adverse action against the unit member shall be based on any initial complaint or allegation.

16.2.2.3. The District may take appropriate action based on the results of an investigation conducted according to the established District complaint procedures.

16.2.2.4. Any investigation relied upon by the District shall require, at a minimum:

- that the unit member be made aware of the nature of the complaint within 24 hours of initiating the investigation;
- that the unit member is provided the opportunity to meet with the investigator and provide evidence;
- that the unit member be entitled to representation during any investigatory interview; and
- the investigator makes findings and provides written conclusions to the unit member.

These requirements do not in any manner limit the unit member's right to otherwise challenge the imposition of a disciplinary action by the District.

16.2.3. Response To Report And Placement In Personnel File - All documents relating to complaints shall be placed in a separate file and not in the unit member's personnel file, unless adverse action is taken as a result of the investigation. The unit member shall then have the right to prepare a written response to the investigator's report, and attach the response to the official administration copy, within ten (10) working days of receipt of a copy of the investigator's report.

17. ARTICLE 17. SAVINGS, TERM, AND COMPLETION OF NEGOTIATIONS

17.1. If any article, section, or clause of this Agreement is declared illegal by a court of competent jurisdiction or by legislative act, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

17.2. The terms of this Agreement shall be from July 1, 2023 to June 30, 2026.

17.3. This Agreement represents and incorporates the final and complete understanding by the parties of all bargainable issues that were or could have been subject to negotiations.

17.3.1. The reopeners for the 2024-2025 and 2025-2026 years include Article 13 (Employee Benefits/Salary) and up to two additional articles selected by each party upon request.

17.4. In addition to the reopeners described in Section 17.3 above, the parties will re-open on any of the following during the term of this Agreement:

17.4.1. The impact of new legislation upon mandatory subjects of bargaining.

17.4.2. Any other items by the mutual agreement of the parties.

18. ARTICLE 18: EARLY LEARNING CENTER (ELC)

18.1. The contents of Article 1: AGREEMENT apply to Early Learning Center (ELC) teachers.

18.2. The contents of Article 2: DEFINITIONS apply to ELC teachers.

18.3. The contents of Article 3: RECOGNITION apply to ELC teachers.

18.4. The contents of Article 4: MANAGEMENT RIGHTS AND DISTRICT POWERS apply to ELC teachers.
18.5. The contents of Article 5: ORGANIZATIONAL SECURITY apply to ELC teachers.
18.6. The contents of Article 6: GRIEVANCE PROCEDURES apply to ELC teachers.
18.7. The contents of Article 7: WORK YEAR does not apply in full to ELC teachers. The following shall apply:
  18.7.1. The length of the ELC certificated work year shall be 192 days of teacher service with up to 180 days of instruction.
  18.7.2. This provision results in at least twelve (12) days beyond the student instruction days, and their purpose is to allow our whole organization to pursue equity and excellence at all levels. The days are a hybrid of Professional Development and Teacher Work Days. A minimum of thirty percent (30%) will be allocated for Teacher Work Days. The allocation of these fourteen (12) days shall be determined collaboratively with the Director and ELC unit members.
  18.7.3. No more than three (3) orientation days may be added to the work year for newly employed staff.
  18.7.4. Two days of the 180-day instructional calendar will be minimum days for unit members. One minimum day will be scheduled either on the day before the Thanksgiving holiday or the day before the start of the winter vacation period. If the minimum day is scheduled before the winter vacation, the last workday before the Thanksgiving break will be Tuesday. The second minimum day will be the last day of instruction of the school year, effective June 14, 2024.
  18.7.5. All unit members are required to complete annual mandated safety trainings (e.g., Keenan and Associates, Vector Solutions). To honor the time to complete these trainings and to ensure that unit members are knowledgeable and prepared at the start of the school year, beginning on the first day of service for the 2025-2026 school year, MPCSD will provide a Flex Day to all unit members who complete their trainings by September 15 of a school year. Completion will be verified by the time stamp in the training platform and confirmed by the Human Resources Department. Unit members who do not complete the required trainings by September 15 will report to their school site on the Flex Day.
  18.7.6. Parent Conferences
    18.7.6.1. A parent conference day consists of a full work day during which a teacher is released from all instructional duties (preparation, teaching, and grading) for half of that work day. This will be defined as a “minimum day” for purposes of this section.
    18.7.6.2. Parent conferences will be scheduled by releasing each classroom teacher for three to five (3-5) minimum days in the fall of each school year. The ELC Director and ELC teacher leadership team will develop and agree upon a parent conference schedule for the site.
    18.7.6.3. During the ELC designated conference days, teachers will not be required to conference with parents more than once. ELC teachers shall schedule one additional conference with parents in the Spring, which will occur during the regular work day with coverage provided. This provision recognizes that teachers schedule conferences with parents as needed and requested for a wide variety of reasons during a school year.
    18.7.6.4. If the District requires parent conferencing during the instructional day and does not release the students, the District will be responsible for planning, scheduling, and implementing any supplemental programs or activities for the students of all the conferencing teachers. These responsibilities will not fall upon teachers engaged in conferences.

18.8. The contents of Article 8: HOURS OF EMPLOYMENT does not apply in full to ELC teachers. The following shall apply:

18.8.1. The teacher's normal work day shall be eight (8) hours, not including a thirty (30) minute unpaid lunch period.

18.8.1.1. A minimum of five (5) days before the first student instructional day, teachers will be notified in writing of their start and end times.

18.8.2. On occasion, duties may extend the work day. All additional district/site-initiated or administrator-approved meetings that extend the 8 hour work day shall submit a timecard for the ELC unit member hourly rate.

18.8.3. Preparation time provides unit members with valuable time to plan. Preparation time will be for purposes such as, but not limited to, implementing the curriculum using a variety of instructional practices and supplemental resources; creating and maintaining a respectful and supportive learning environment; planning differentiated instruction; utilizing a variety of assessments that guide planning; and collaborating and reflecting regularly with colleagues to improve teaching practice and the success of all students. The district and site administrators will make every effort to preserve preparation time for the purposes stated above.

18.8.3.1. ELC Lead Teachers shall have a minimum of sixty (60) minutes of preparation time per day. Part-time teachers shall have preparation time pro-rated to their assigned FTE.

18.8.3.2. ELC Assistant Teachers shall have a minimum of thirty (30) minutes of preparation time per day. Part-time teachers shall have preparation time pro-rated to their assigned FTE.

18.9. The contents of Article 9: CLASS SIZE does not apply in full to ELC teachers. The following shall apply:

18.9.1. The California Department of Social Services Community Care Licensing will dictate ELC class sizes and adult to student ratios. Current guidance establishes an adult to student ratio of 1:12.

18.9.1.1. Every effort shall be made to maintain as close to a 1:8 adult to student ratio as possible.

18.10. The contents of Article 10: PROFESSIONAL ASSESSMENT PROGRAM does not apply in full to ELC teachers. The following shall apply:

18.10.1. Purpose Of The Assessment

18.10.1.1. To provide a periodic assessment of unit members' performance through comparison with established standards and expectations;

18.10.1.2. To encourage unit members toward self--analysis and reflection about teaching to inform and improve practice;

18.10.1.3. To provide relevant and constructive feedback that will form the basis for productive discussion between administrators and unit members, thereby developing mutual understanding and more effective working relationships;

18.10.1.4. To complete the District's obligations under law regarding certificated evaluations.

18.10.2. Evaluation And Assessment Guidelines

18.10.2.1. The District will evaluate and assess unit member competency as it reasonably relates to their job description as ELC lead teacher or ELC assistant teacher.

18.10.2.2. Evaluation and assessment made pursuant to this article must be reduced to writing and a copy thereof transmitted to the unit member no later than 30 days prior to the end of school for teachers. The unit member has the right to submit a written reaction or response to the ELC Summative Evaluation Report. This response will become a permanent attachment to the unit member's personnel file. Upon request of a unit member who submitted a response, a meeting shall

be held between the unit member and the evaluator to discuss the response before the last day of the teacher work year.

18.10.2.3. Under normal circumstances, the unit member's supervisor will be responsible for conducting the evaluation cycle. In the event the unit member's evaluation cycle is to be conducted by someone other than the immediate supervisor, the unit member shall be so notified when this information is known to the District. In the event that the unit member's evaluator is changed, a separate conference will be held prior to the completion of any final evaluation. In the event a unit member has two or more supervisors, the unit member will be notified which of the supervisors is responsible for conducting the evaluation cycle.

18.10.2.4. The evaluation shall be continuous in nature and shall include both evidence collection and classroom observation, and may also include observations of the unit member in a collaborative setting, or other workplace observations. The evaluator may conduct a reasonable number of formal and informal classroom observations. After each formal observation, the evaluator will discuss with the unit member the evaluator's observations and assessments, and will provide to the unit member formal written feedback within fifteen (15) working days of the formal evaluation. The unit member shall have the right, within ten (10) working days of receipt, to submit a written response to the formal written feedback. This written response will be attached to the formal evaluation.

18.10.3. Overview

18.10.3.1. All probationary and temporary unit members shall be evaluated at least once each year, and all permanent unit members shall be evaluated every other year.

18.10.3.2. By September 6 of each school year, the District shall inform each unit member of their evaluation and the applicable evaluation timelines as set forth in this Article (Appendix ELC 1).

18.10.4. Process for Temporary/Probationary

18.10.4.1. The evaluation standards listed in Section ELC.10.2 shall be used to inform unit members of District expectations and to evaluate the progress toward those standards.

18.10.4.2. The assessment of progress toward achieving those standards is a continuous process. The evaluator and the unit member will meet on a regular basis to discuss areas of focus, needed support, and how progress will be documented.

18.10.4.3. A full evaluation is conducted each year. The unit member is observed and provided feedback multiple times, conferences with evaluator, shares evidence of teaching practice and student learning, and demonstrates level of practice for all elements.

18.10.4.3.1. The unit member is evaluated on all elements of their job description.

18.10.4.4. Timeline During Evaluation Year

18.10.4.4.1. Before the Goal-Setting Conference, ELC unit members will complete the Professional Growth Plan Form (Appendix ELC 2).

18.10.4.4.2. By October 15: a Goal-Setting Conference will be held with evaluator to discuss: the unit member's Professional Growth Plan Form, the standards used in the evaluation, the multiple measures to be used for determining student progress, the evidence to be used by the unit member and the evaluator for various components of the process, and the areas of emphasis for professional growth (Appendix ELC 3 or 4). Both individuals will make a good-faith effort to reach agreement on these matters. By

mutual agreement, this process, which includes goal setting, may be set in the prior spring.

18.10.4.4.3. By December 15: At least one formal classroom observation and related formal written feedback must be completed.

18.10.4.4.4. By March 30: A second and third formal classroom observation and related formal written feedback must be completed. The formal written feedback may relate to formal classroom observations, observations of the unit member in a collaborative setting, review of student progress data, or other evidence or conference regarding the unit member's performance.

18.10.4.4.5. By April 15: Informal visits and related formal written feedback must be completed; and unit members must submit any additional evidence and Annual Evaluation Form to evaluator (Appendix ELC 3 or 4).

18.10.4.4.6. By fifteen (15) days before the last day of school, the year--end ELC Summative Evaluation Report must be completed and provided to the unit member (Appendix ELC 3 or 4).

18.10.5. Process for Permanent Unit Members

18.10.5.1. The evaluation standards listed in Section ELC.10.2 shall be used to inform unit members of District expectations and to evaluate the progress toward those standards.

18.10.5.2. The assessment of progress toward achieving those standards is a continuous process. The evaluator and the unit member will meet on a regular basis to discuss areas of focus, needed support, and how progress will be documented.

An evaluation is conducted every two (2) years. The unit member is observed and provided feedback multiple times, conferences with evaluator, shares evidence of teaching practice and student learning, and demonstrates level of practice for three (3) core areas.

18.10.5.2.1. The unit member is evaluated on three (3) core areas of their job description. These core areas will be mutually agreed upon by the teacher and evaluator during the goal-setting conference.

18.10.5.3. Timeline During Evaluation Year

18.10.5.3.1. Before the Goal-Setting Conference, ELC unit members will complete the Professional Growth Plan Form (Appendix ELC 2).

18.10.5.3.2. By October 15: a Goal-Setting Conference will be held with evaluator to discuss: the unit member's Professional Growth Plan Form, the standards used in the evaluation, the multiple measures to be used for determining student progress, the evidence to be used by the unit member and the evaluator for various components of the process, and the areas of emphasis for professional growth (Appendix ELC 3 or 4). Both individuals will make a good-faith effort to reach agreement on these matters. By mutual agreement, this process, which includes goal setting, may be set in the prior spring.

18.10.5.3.3. By January 30: At least one formal classroom observation and related formal written feedback must be completed.

18.10.5.3.4. By April 15: Informal visits and related formal written feedback must be completed; and unit members must submit any additional evidence and Annual Evaluation Form to evaluator (Appendix ELC 3 or 4).

18.10.5.3.5. By fifteen (15) days before the last day of school, the year-end ELC Summative Evaluation Report must be completed and provided to the unit member (Appendix ELC 3 or 4).

18.10.6. Remediation

18.10.6.1. During an evaluation, the evaluator shall notify the unit member of any elements rated at one (1) or two (2) as soon as the evaluator is reasonably aware of the deficiency and indicate so in the written formal feedback.

18.10.6.2. The unit member will be reimbursed for costs incurred by any program or training required by the District for remediation.

18.10.6.3. Improvement Plan

18.10.6.3.1. If a Below Standard or Unsatisfactory rating is present in the ELC Summative Evaluation Report, the evaluator places a unit member on an Improvement Plan (Form 4.1) and the unit member is evaluated again the next year on the element(s) rated as 1 and/or 2 in the prior evaluation.

18.10.6.3.2. The evaluator shall develop an Improvement Plan and shall seek the agreement of the unit member before implementation.

18.10.6.3.3. If the unit member is rated At Standard or Above Standard upon completion of their evaluation with an Improvement Plan, the next evaluation will take place in two years.

18.10.6.3.4. If a Below Standard rating is present in the ELC Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as 1 and/or 2 in the prior evaluation.

18.10.6.3.5. If an Unsatisfactory rating is present in the ELC Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as Emerging and/or Exploring in the prior evaluation.

18.10.6.4. Peer Assistance and Review

18.10.6.4.1. If an Unsatisfactory rating is present in the ELC Summative Evaluation Report, the unit member will be required to participate in Peer Assistance and Review (PAR), placed on an Improvement Plan and evaluated again the next year on the element(s) rated as 1 and/or 2 in the prior evaluation.

18.10.6.4.2. If a Below Standard or Unsatisfactory rating is present in the ELC Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as one (1) and/or two (2) in the prior evaluation. A unit member in the first year with an Improvement Plan may also request PAR support.

18.10.6.4.3. The evaluator makes PAR referral to District Human Resources and Joint Committee on Teacher Evaluation (Form 4.2).

18.10.6.4.4. If unit member is rated At Standard or Above Standard upon completion of their evaluation with PAR support, the next evaluation will take place in two years.

18.10.6.4.5. If unit member is rated Below Standard or Unsatisfactory upon completion of their evaluation with PAR support, the evaluator and District Human Resources will move towards dismissal.

18.10.6.5. Roles and Process

18.10.6.5.1. PAR includes direct support for the Participating Teacher from a Consulting Teacher.

18.10.6.5.2. Consulting Teachers are experienced teachers with Above Standard evaluation rating and are selected, by the Joint Committee, for their teaching and coaching skills.

18.10.6.5.3. The Consulting Teacher's assistance and review focus on the specific areas identified in the Improvement Plan.

18.10.6.5.4. The Consulting Teacher discusses performance goals and objectives with Participating Teacher, conducts multiple observations of the Participating Teacher during instructional time, assists Participating Teacher in multiple ways using professional judgment, demonstrates good teaching strategies and practices for the Participating Teacher, monitors the progress of the Participating Teacher.

18.10.6.5.5. The Consulting Teacher is included in Goal-Setting Conference in which the Improvement Plan is reviewed, with the Participating Teacher and evaluator. The Consulting Teacher and the Participating Teacher meet to determine the plan for assistance. The evaluator and the Consulting Teacher collaborate and consult on a regular basis in relation to offering assistance, review and feedback to Participating Teacher.

18.10.6.5.6. The Consulting Teacher does not evaluate the Participating Teacher but makes Peer Review reports (Form 4.3) available to evaluator for consideration in preparing unit member's evaluation and to the Joint Committee and Participating Teacher.

18.10.6.5.7. The reports consist of 1) a description of the assistance provided by the Consulting Teacher and 2) a description of the Participating Teachers participation in the program.

18.10.6.5.8. The Participating Teacher may make a request to the Joint Committee for a different Consulting Teacher during the process.

18.10.7. Joint Committee on Teacher Evaluation

18.10.7.1. The Joint Committee consists of three unit members appointed by MPEA and three appointed by the District. Both parties will make their best efforts to have all district sites represented on the Joint Committee. The association will make every effort to appoint unit member representatives to the committee who have completed a Level 2 evaluation cycle. The District representatives must have 3 or more years conducting teacher evaluations. A Committee member's term shall be two years, and every effort will be made to maintain three standing members at the start of each school year.

18.10.7.2. The Human Resources Director shall serve as the non-voting Chair.

18.10.7.3. The Joint Committee will make decisions through consensus. Failing consensus, decisions will be made by a majority vote. Four of the six members will constitute a quorum for purposes of meeting and conducting business.

18.10.7.4. The Joint Committee's primary responsibilities are planning orientation for the evaluation process; soliciting feedback on the evaluation system from all stakeholders; collecting and sharing data related to the process; and providing oversight for PAR, including the assignment of Consulting Teachers.

18.10.8. Grievances Regarding Evaluation Process - The substance of the evaluator's classroom observation reports and annual evaluation appraisals are not subject to the grievance procedure. Violations of evaluation procedures specified above may be grieved.

18.11. The contents of Article 11: TRANSFERS apply to ELC teachers.

18.12. The contents of Article 12: LEAVES apply to ELC teachers.

18.13. The contents of Article 13: WORK YEAR apply to ELC teachers with the exception of Article 13.1 where the following shall apply:

18.13.1. Salary And Pay Provisions

18.13.1.1. 2024-2025 Salary: The 2024-2025 ELC Teacher Salary Schedule that was Board approved on May 8, 2025 shall be attached to this Agreement as Appendix A-4.

18.13.1.1.1. All ELC unit members shall be paid according to the ELC Teacher Salary Schedule (Appendix A-4).

18.13.1.1.2. All part--time employees shall be paid according to the proportional time worked, which includes proportional payment of eligible stipends.

18.13.1.1.3. In addition to meetings that extend the eight (8) hour work day for curriculum development and related activities authorized in writing by a site or district administrator (referenced in Article ELC, Section 8.2), the pay shall be the unit members hourly rate on the ELC Salary Schedule (Appendix A-4).

18.13.1.1.4. Employees requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one school per day shall be reimbursed for all required travel at the rate approved and authorized by the IRS for all driving done between arrival at the first location at the beginning of the work day and the last location of the work day.

18.13.1.1.5. The District shall require tuberculosis tests for each employee once every four years.

18.13.1.1.6. To the extent that these provisions are available through the County Office services, each employee may choose to be paid on one of the following schedules:

- Twelve equal installments with payment on the teachers' last working day of the calendar month, except during summer vacation when payment is issued on the last working day of the calendar month.
- Eleven equal installments with payment on the teachers' last working day of the calendar month.

18.13.1.1.7. An employee granted: (1) disability retirement; or (2) disability leave may, at the employee's option, elect to be covered under the District Health Insurance Program providing the employee reimburses the District for the cost of such premiums.

18.13.1.1.8. An employee will not be required to take a course given after working hours unless unit credit is provided by the District, or the District provides a minimum day, or the course is written as a performance objective requirement designed to improve a noted weakness for an individual employee. A course is a subject taught by an instructor over a period of five weeks or more, each meeting running for not less than two (2) hours and designed to develop certain skills, expertise, and provide professional growth.

18.13.1.1.9. ELC Teachers newly employed with the District will be eligible to receive credit up to the highest step on the ELC Teacher Salary Schedule based on approved public or private teaching experience.

18.14. The contents of Article 14: MISCELLANEOUS WORKING CONDITIONS apply to ELC teachers.

18.15. The contents of Article 15: TEACHER RIGHTS TO DUE PROCESS apply to ELC teachers.

18.16. The contents of Article 16: FORMAL WRITTEN COMPLAINTS apply to ELC teachers.

18.17. The contents of Article 17: SAVINGS, TERM, AND COMPLETION OF NEGOTIATIONS apply to ELC teachers and if significant changes to funding, accreditation and/or enrollment occur the parties agree to re-open Article ELC.

Signed copies are on file with MPEA and the district. Signatures are omitted here for security reasons.

APPENDIX A1

SALARY SCHEDULE EFFECTIVE JULY 1, 2025, FOR 187 WORK DAYS
MENLO PARK CITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE

		2025-2026				187 DAYS	
Step	**BA**	**BA+15**	**BA+30**	**BA+45**	**BA+60**	**BA+75**	**BA+90**
1	$79,286	$79,286	$83,839	$85,630	$91,974	$98,316	$104,660
2	$79,286	$79,286	$83,839	$89,675	$96,018	$102,360	$108,703
3	$79,286	$81,034	$87,374	$93,718	$100,060	$106,404	$112,747
4	$79,286	$85,074	$91,420	$97,763	$104,104	$110,447	$116,789
5	$82,777	$89,120	$95,462	$101,806	$108,148	$114,490	$120,835
6	$86,821	$93,162	$99,507	$105,849	$112,191	$118,536	$124,875
7	$90,864	$97,207	$103,549	$109,891	$116,236	$122,579	$128,922
8	$94,907	$101,250	$107,594	$113,936	$120,279	$126,623	$132,964
9	$98,950	$105,293	$111,637	$117,979	$124,323	$130,666	$137,009
10	$102,992	$109,338	$115,681	$122,023	$128,366	$134,708	$141,053
11	$102,992	$109,338	$115,681	$122,023	$128,366	$134,708	$141,053
12	$107,751	$114,095	$120,437	$126,781	$133,125	$139,466	$147,730
13	$107,751	$114,095	$120,437	$126,781	$133,125	$139,466	$147,730
14	$112,510	$118,851	$125,195	$131,538	$137,879	$144,224	$152,486
15	$112,510	$118,851	$125,195	$131,538	$137,879	$144,224	$152,486
16	$117,264	$123,608	$129,953	$136,295	$142,638	$148,982	$157,244
17	$120,783	$127,317	$133,851	$140,384	$146,917	$153,452	$161,960

	Credit for Previous:	16 years maximum (Step 17)
	Professional:	Movement across salary schedule requires 15 semester units between columns.
	Stipend:	Master's — $2,500
		Ph.D Degree — $3,000
		BCLAD — $3,500
		CCC (Speech) Certification — $3,000
		National Bd. Certification — $3,000
		Hard to Recruit (Position defined by footnote 1 in Appendix A-S and Article 13, Section 13.1.7) — $2,000
	Hourly:	$65.00 - Payment for extra time work (Planning Curriculum Development, etc.) requested by the District. Activities which qualify for this remuneration shall be performed outside the regular workday hours.
	Please Note:	The Salary Schedule reflects a shadow schedule for BA and BA+15 for those individuals who do not have a full California Teaching Credential.
	Please Note:	Board Approved on May 8, 2025 - FY 2025-26 Working Days changed from 189 to 187 days.

APPENDIX A2

SALARY SCHEDULE EFFECTIVE JULY 1, 2025, FOR 197 WORK DAYS
MENLO PARK CITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE

		2025-2026				197 DAYS	
Step	**BA**	**BA+15**	**BA+30**	**BA+45**	**BA+60**	**BA+75**	**BA+90**
1	$83,481	$83,481	$88,275	$90,161	$96,840	$103,517	$110,197
2	$83,481	$83,481	$88,275	$94,419	$101,098	$107,776	$114,454
3	$83,481	$85,321	$91,997	$98,676	$105,354	$112,034	$118,713
4	$83,481	$89,576	$96,257	$102,936	$109,612	$116,291	$122,969
5	$87,156	$93,835	$100,513	$107,193	$113,870	$120,548	$127,228
6	$91,415	$98,091	$104,772	$111,450	$118,127	$124,807	$131,483
7	$95,672	$102,350	$109,028	$115,706	$122,386	$129,064	$135,743
8	$99,929	$106,607	$113,286	$119,964	$126,643	$133,323	$139,999
9	$104,186	$110,864	$117,543	$124,221	$130,901	$137,580	$144,259
10	$108,441	$115,123	$121,802	$128,479	$135,158	$141,836	$148,516
11	$108,441	$115,123	$121,802	$128,479	$135,158	$141,836	$148,516
12	$113,452	$120,132	$126,810	$133,489	$140,169	$146,845	$155,546
13	$113,452	$120,132	$126,810	$133,489	$140,169	$146,845	$155,546
14	$118,463	$125,139	$131,819	$138,498	$145,174	$151,854	$160,554
15	$118,463	$125,139	$131,819	$138,498	$145,174	$151,854	$160,554
16	$123,468	$130,149	$136,829	$143,506	$150,185	$156,865	$165,564
17	$127,173	$134,054	$140,933	$147,811	$154,691	$161,571	$170,530

Credit for Previous:	16 years maximum (Step 17)	
Professional:	Movement across salary schedule requires 15 semester units between columns.	
Stipend:	Master's	$2,500
	Ph.D Degree	$3,000
	BCLAD	$3,500
	CCC (Speech) Certification	$3,000
	National Bd. Certification	$3,000
	Hard to Recruit (Position defined by footnote 1 in Appendix A-S and Article 13, Section 13.1.7)	$2,000
Hourly:	$65.00 - Payment for extra time work (Planning Curriculum Development, etc.) requested by the District. Activities which qualify for this remuneration shall be performed outside the regular workday hours.	
Please Note:	The Salary Schedule reflects a shadow schedule for BA and BA+15 for those individuals who do not have a full California Teaching Credential.	
Please Note:	Board Approved on May 8, 2025 - FY 2025-26 Working Days changed from 199 to 197 days	

Menlo Park City School District
2025-2026 Salary Schedule for MPEA - ELC TEACHERS

Position	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ELC Lead Teachers (192 days)	$ 69,441	$ 69,641	$ 71,382	$ 73,166	$ 74,996	$ 76,871	$ 78,792	$ 80,762	$ 82,780
daily rates:	$ 361.67	$ 362.71	$ 371.78	$ 381.07	$ 390.60	$ 400.37	$ 410.38	$ 420.64	$ 431.15
hourly rates:	$ 45.21	$ 45.34	$ 46.47	$ 47.63	$ 48.83	$ 50.05	$ 51.30	$ 52.58	$ 53.89
ELC Assistant Teachers (192 days)		$ 58,245	$ 59,702	$ 61,196	$ 62,725	$ 64,293	$ 65,900	$ 67,548	$ 69,237
daily rates:		$ 303.36	$ 310.95	$ 318.73	$ 326.69	$ 334.86	$ 343.23	$ 351.81	$ 360.61
hourly rates:		$ 37.92	$ 38.87	$ 39.84	$ 40.84	$ 41.86	$ 42.90	$ 43.98	$ 45.08

* Step 0: ELC Lead Teachers who do not yet hold a bachelor's degree will be placed in Step 0 of the Lead Teacher Salary Schedule and remain on Step 0 until they obtain their bachelor's degree, at which time, they will be placed on the salary schedule commensurate with their years of experience at the ELC.

Masters Degree = $2,500 and BCLAD = $3,500

Recent Revision History:
Approved under Action at the Board Meeting on May 8th, 2025
3.5% salary increase effective retroactive to July 1, 2024
Approved under Action at the Board Meeting on December 19, 2024
3.0% salary increase effective July 1, 2023
5.0% salary increase effective July 1, 2022 + 1% OFF schedule
5.0% salary increase effective July 1, 2021
2.5% salary increase effective July 1, 2020

Note: Board approved FY 2025-26 working days changed from 194 to 192 days.

APPENDIX A3

APPENDIX A-S — STIPENDS (2024-2026)

ACTIVITY	DIFFERENTIAL OR STIPEND	WORK DAYS
Masters Degree	$2,500	N/A
Doctoral Degree	$3,000	N/A
National Board Certification	$3,000	N/A
BCLAD Credential	$3,500	N/A
Certificate of Clinical Competence in Speech-Language Pathology from ASHA	$3,000	N/A
Hard to Recruit[1]	$2,000	N/A
Mentor I[2]	$2,500	N/A
Mentor II[2]	$5,000	N/A
PAR/BTSA Year 1; PAR Year 2; PAR new experienced teacher; PAR mentor; PAR Panel	These stipends are to be determined by the District annually	To be determined by the District
Project Work[2]	These stipends are to be determined by the District annually	To be determined by the District
Hourly Rate Projects	$65.00	As determined by terms of project
Overnight Programs	$200.00 per night	N/A
Middle School Student Activities Director	$3,000 divided proportionately for those individuals providing the service	N/A

[1] In order to receive the bonus the individual must have certification in math, science, special education, Speech and Language Pathology, or be hired for a Spanish Immersion teaching position; and must be assigned as a specialist in one of these subject areas, and be recruited by the District for employment beginning the first work day of 2002, or thereafter. This stipend will be paid for five years from the time of recruitment, provided the individual continues to teach within the hard-to-recruit subject area. Other "hard-to-recruit" positions will be added by the Superintendent after giving written notice to the Association. "Hard-to-recruit" will be determined by the following criteria: (1) the lack of qualified applicants in the first 30 days of posting ("qualified applicants" as used in this provision shall mean fully credentialed for the subject area, having subject area experience, and having quality references); and/or (2) a history of that position being "hard-to-recruit" over the previous five years.

[2] In order to consult with the Association regarding the advisability of and the effectiveness of the positions, the Superintendent will provide 30 calendar days notice to the Association in advance of posting Mentor I, Mentor II and Project Work.

The posting will identify: roles and responsibilities, a maximum term of service of one year, the level of stipend, the vacancies available to new members (i.e., rotating chairs, set terms), the funding source of the stipend, and a description of the interview process for the project work.

APPENDIX B1

Menlo Park City School District

2025-2026 INSTRUCTIONAL CALENDAR

August	M	T	W	TH	F			
					1			
	4	5	6	7	8		Aug 15: Staff Collaboratively Dev PD Day	
	11	12	13	14	15		Aug 18: District Staff Development	0
	18	19	20	21	22		Aug 19: Teacher Workday	3
	25	26	27	28	29		Aug 20: **FIRST DAY OF SCHOOL FOR STUDENTS**	5
September	**M**	**T**	**W**	**TH**	**F**			
	1	2	3	4	5		Sept 1: No School - Labor Day	4
	8	9	10	11	12			5
	15	16	17	18	19			5
	22	23	24	25	26			5
	29	30						2
October	**M**	**T**	**W**	**TH**	**F**			
			1	2	3			3
	6	7	8	9	10			5
	13	14	15	16	17		Oct 13 - No School	4
	20	21	22	23	24		Oct 14- 17: Minimum Days (Grades TK -8) Conferences	5
	27	28	29	30	31			5
November	**M**	**T**	**W**	**TH**	**F**			
	3	4	5	6	7			5
	10	11	12	13	14		Nov 11: No School - Veterans Day	4
	17	18	19	20	21		Nov 14: End of Trimester 1 (Regular Instructional Day)	5
	24	25	26	27	28		Nov 24: No School - Flex Training Day for Staff	
							Nov 25-28: No School - Thanksgiving holiday	
December	**M**	**T**	**W**	**TH**	**F**			
	1	2	3	4	5			5
	8	9	10	11	12			5
	15	16	17	18	19		Dec 19: Minimum Day (Grades TK-8)	5
	22	23	24	25	26		Dec 22-31: No School - Winter Break	0
	29	30	31					0
January	**M**	**T**	**W**	**TH**	**F**			
				1	2		Jan 1-2: No School - Winter Break	0
	5	6	7	8	9		Jan 5: No School - Teacher Workday	4
	12	13	14	15	16			5
	19	20	21	22	23		Jan 19: No School - Martin Luther King, Jr. Day	4
	26	27	28	29	30			5
February	**M**	**T**	**W**	**TH**	**F**			
	2	3	4	5	6			5
	9	10	11	12	13		Feb 13: No School - Staff Collaboratively Dev PD Day	4
	16	17	18	19	20		Feb 16-20: No School - Mid Winter Break	0
	23	24	25	26	27			5
March	**M**	**T**	**W**	**TH**	**F**			
	2	3	4	5	6		Mar 6: End of Trimester 2 (Regular Instructional Day)	5
	9	10	11	12	13			5
	16	17	18	19	20			5
	23	24	25	26	27			5
	30	31						2
April	**M**	**T**	**W**	**TH**	**F**			
			1	2	3		April 3: No School - District Staff Development	2
	6	7	8	9	10		April 6-10: No School - Spring Break	0
	13	14	15	16	17			5
	20	21	22	23	24			5
	27	28	29	30				4
May	**M**	**T**	**W**	**TH**	**F**			
					1			1
	4	5	6	7	8			5
	11	12	13	14	15			5
	18	19	20	21	22			5
	25	26	27	28	29		May 25: No School - Memorial Day	4
June	**M**	**T**	**W**	**TH**	**F**			
	1	2	3	4	5		June 12: End of Trimester 3 (Regular Instructional Day)	5
	8	9	10	11	12		**June 12: LAST DAY OF SCHOOL FOR STUDENTS - Minimum Day**	5
	15	16	17	18	19			
	22	22	24	25	26			
	29	30					**INSTRUCTIONAL DAYS**	180

Board Approved May 8, 2025

APPENDIX C1 - EVALUATION FORMS (LEVEL 1)

1.1 Level 1 Notice of Evaluation

To:	
Site: Please select	Date:
Evaluation Level: **Level 1**	

Your evaluator will be:

Recommended CSTP for this cycle:

Please select
Please select
Please select

Your Goal-Setting Conference is scheduled for:

Date:	Time:

Submit your Self-Assessment (Form 1.2) before the Goal-Setting Conference.

Teacher Evaluation Orientation

If this is your first time using our Teacher Evaluation System, it is highly encouraged to attend the Teacher Evaluation Orientation. This date and the Zoom link are found on the Google Calendar "Teacher Evaluation Timeline."

1.2 Self-Assessment, Goal Setting, & Proposed Evidence

Make your goals **SMART-E.**

Strategic: linked to priorities for the school and district Measurable: uses data; avoids adjectives or adverbs Attainable: within your influence or control; a 'doable' stretch	Results-based: indicates a desired end point or outcome Time-bound: can achieve goal by the end of the evaluation cycle Equity-focused: addresses the needs of every child

Student Progress SMART-E Goal In the goal statement, include 1) who is targeted (all students, subgroups of students, etc.); 2) what you want students to learn or be able to do; and 3) what data you will use to track students' progress.
Goal Statement

Teacher Practice SMART-E Goal and CSTP In the goal statement, 1) include connection/link to Student Progress Goal and 2) review CSTP Continuum and prior evaluation for ideas.
Goal Statement

CSTP[1] and Self Reflection of Current Level of Practice for Each[2] (Year 2 Teachers may insert CSTP Continuum pages for selected CSTPs and use in lieu of this column) For Year 1 Teachers, Refer to the 2024 CSTPs
CSTP of Focus: Please select Current Level of Practice: Please select and Self Reflection:
CSTP of Focus: Please select Current Level of Practice: Please select and Self Reflection:
CSTP of Focus: Please select Current Level of Practice: Please select and Self Reflection:

[1] For Level 1, see Notice of Evaluation for recommended CSTPs.
[2] Emerging, Exploring, Applying, Integrating or Mastering

Possible Evidence Matching Selected Elements to Support Goals (Use the CSTP Continuum of Teaching Practice) For Year 1 Teachers, Refer to the 2024 CSTPs
CSTP of Focus: Please select
Possible Evidence:
CSTP of Focus: Please select
Possible Evidence:
CSTP of Focus: Please select
Possible Evidence:

Teacher Signature: Date:

Evaluator Signature: Date:

2.1 Pre-Observation Lesson Outline (teacher, optional);

Learning Target:
Outline of Lesson Plan:
Relationship to Evaluation Goals:
Relevant Elements (selected for evaluation):

2.2 Observation and Evidence Collection (evaluator & teacher)

This form is used by the evaluator to document evidence and provide feedback to teachers. It is intended for use over the course of the year. Entries should include a date whenever possible.

Date	Time/Period & Subject	Formal or Informal Observation
		Please select
Observation Notes:		
		Please select
Observation Notes:		
		Please select
Observation Notes:		
		Please select
Observation Notes:		
		Please select
Observation Notes:		

Evidence Collection (teacher & evaluator) (Use the CSTP Continuum of Teaching Practice) For Year 1 Teachers, Refer to the 2024 CSTPs
CSTP of Focus: Please select Evidence:
CSTP of Focus: Please select Evidence:
CSTP of Focus: Please select Evidence:

3.1 Summative Reflection (teacher, Due by April 15)

Summative Analysis of Student Progress Goal
How did your students perform and improve in relation to the goals you set? Include any data tables, if helpful. Recommendation is to write 2 paragraphs.

Summative Analysis of Teacher Practice Goal
How did you perform and improve in relation to the goals you set? Recommendation is to write 2 paragraphs.

Summative Analysis of CSTP and Reflection of the Year
CSTP of Focus: Please select Reflection: Refer to your evidence collection above and the CSTP Continuum to reflect upon your strengths and next steps related to this element. For Year 1 Teachers, Refer to the 2024 CSTPs

CSTP of Focus: Please select

Reflection: Refer to your evidence collection above and the CSTP Continuum to reflect upon your strengths and next steps related to this element. For Year 1 Teachers, Refer to the 2024 CSTPs

CSTP of Focus: Please select

Reflection: Refer to your evidence collection above and the CSTP Continuum to reflect upon your strengths and next steps related to this element. For Year 1 Teachers, Refer to the 2024 CSTPs

APPENDIX C2 - EVALUATION FORMS (LEVEL 2, 2A, 3, 3A) - OBSERVATION-BASED

1.1 Notice of Evaluation

To:	
Site: Please select	Date:

You are scheduled for evaluation this year at the following Evaluation Level.

Please select

For teachers who are on Level 2a or 3a, you have the option to use these forms/system for an observation-based evaluation, or to complete your evaluation using the project-based forms/system, which can be found on the MPCSD evaluation website.

Your evaluator will be:

Your Goal-Setting Conference is scheduled for:

Date:	Time:

Remember to submit your Self-Assessment (Form 1.2) prior to the Goal-Setting Conference.

Teacher Evaluation Orientation

If this is your first time using our Teacher Evaluation System, it is highly encouraged to attend the Teacher Evaluation Orientation. This date and the Zoom link is found on the Google Calendar "Teacher Evaluation Timeline."

1.2 Self-Assessment, Goal Setting, & Proposed Evidence

Make your goals **SMART-E.**

Strategic: linked to priorities for the school and district Measurable: uses data; avoid adjectives or adverbs Attainable: within your influence or control; a 'doable' stretch	Results-based: indicates a desired end point or outcome Time-bound: can achieve goal by end of evaluation cycle Equity-focused: addresses the needs of every child

Student Progress SMART-E Goal In the goal statement, include 1) who is targeted (all students, subgroups of students, etc.); 2) what you want students to learn or be able to do; and 3)what data you will use to track students progress.
Goal Statement

Teacher Practice SMART-E Goal and CSTP In the goal statement, 1) include connection/link to Student Progress Goal and 2) review CSTP Continuum and prior evaluation for ideas.
Goal Statement

Selected Element[1] and Self Reflection of Current Level of Practice for Each[2] (Use the CSTP Continuum of Teaching Practice)
Element of Focus: Please select Current Level of Practice: Please select and Self Reflection:
Element of Focus: Please select Current Level of Practice: Please select and Self Reflection:
Select one of the following: 5.2, 5.3, 5.4 or 5.5 Element of Focus: Please select Current Level of Practice: Please select and Self Reflection:

[1] For Levels 2, 2a, 3 and 3a, identify 3 elements in CSTP that best fit your proposed goals and areas of growth, including at least one of the following: 5.2, 5.3, 5.4 or 5.5.
[2] Emerging, Exploring, Applying, Integrating or Mastering

Possible Evidence Matching Selected Elements to Support Goals (Use the CSTP Continuum of Teaching Practice)
Element: Please select
Possible Evidence:
Element: Please select
Possible Evidence:
Element (Select one of the following: 5.2, 5.3, 5.4 or 5.5): Please select
Possible Evidence:

CSTP 6 (Use the CSTP Continuum of Teaching Practice)
6.1: Reflecting on teaching practice in support of student learning Possible Evidence:
6.2: Establishing professional goals and engaging in continuous and purposeful professional growth and development Possible Evidence:
6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning Possible Evidence:
6.4: Working with families to support student learning Possible Evidence:

6.5: Engaging local communities in support of the instructional program Possible Evidence:
6.6: Managing professional responsibilities to maintain motivation and commitment to all students Possible Evidence:
6.7: Demonstrates professional responsibility, integrity and ethical conduct Possible Evidence:

Teacher Signature: Date:

Evaluator Signature: Date:

2.1 Pre-Observation Lesson Outline (teacher, optional);

Learning Target:
Outline of Lesson Plan:
Relationship to Evaluation Goals:
Relevant Elements (selected for evaluation):

2.2 Observation and Evidence Collection (evaluator & teacher)

This form is used by the evaluator to document evidence and provide feedback to teachers, and by the teacher and evaluator to provide evidence on each element on which the teacher is focused, including CSTP 6. It is intended for use over the course of the year. Evidence should include a date whenever possible.

Date	Time/Period & Subject	Formal or Informal Observation
		Please select
Observation Notes:		
		Please select
Observation Notes:		
		Please select
Observation Notes:		
		Please select
Observation Notes:		
		Please select
Observation Notes:		

Evidence Collection (teacher & evaluator) (Use the CSTP Continuum of Teaching Practice)
Please select Evidence:
Please select Evidence:
Please select Evidence:

6.1: Reflecting on teaching practice in support of student learning Evidence:
6.2: Establishing professional goals and engaging in continuous and purposeful professional growth and development Evidence:
6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning Evidence:
6.4: Working with families to support student learning Evidence:
6.5 Engaging local communities in support of the instructional program Evidence:
6.6 Managing professional responsibilities to maintain motivation and commitment to all students Evidence:
6.7: Demonstrates professional responsibility, integrity and ethical conduct Evidence:

3.1 Summative Reflection (teacher, Due by April 15)

Summative Analysis of Student Progress Goal

How did your students perform and improve in relation to the goals you set?
Include any data tables, if helpful. Recommendation is to write 2 paragraphs.

Summative Analysis of Teacher Practice Goal

How did you perform and improve in relation to the goals you set?
Complete in late March/Early April. Recommendation is to write 2 paragraphs.

Summative Analysis of CSTP Elements and Reflection of the Year

Element:
Please select
Reflection: Refer to your evidence collection above and the CSTP Continuum to reflect upon your strengths and next steps related to this element.

Element:

Please select

Reflection: Refer to your evidence collection above and the CSTP Continuum to reflect upon your strengths and next steps related to this element.

Element (5.2, 5.3, 5.4 or 5.5):

Please select

Reflection: Refer to your evidence collection above and the CSTP Continuum to reflect upon your strengths and next steps related to this element.

APPENDIX C2.A - EVALUATION FORMS (LEVEL 2A , 3A) - PROJECT-BASED

1.1 Notice of Evaluation

To:	
Site: Please select	Date:

You are scheduled for evaluation this year at the following Evaluation Level.

Please select

For teachers who are on Level 2a or 3a, you have the option to use these forms/system for a project-based forms/system, or to complete your evaluation using the observation-based evaluation, which can be found on the MPCSD evaluation website.

Your evaluator will be:

Your Goal-Setting Conference is scheduled for:

Date:	Time:

Submit your Self-Assessment (Form 1.2) prior to the Goal-Setting Conference.

Teacher Evaluation Orientation

If this is your first time using our Teacher Evaluation System, it is highly encouraged to attend the Teacher Evaluation Orientation. This date and the Zoom link is found on the Google Calendar "Teacher Evaluation Timeline."

1.2 Goal Setting (To be completed in partnership by October 15)

Agreed Upon Coaching, Mentorship, or Project
Description of coaching or mentorship (e.g. student teacher mentor, subject matter lead or equity lead) or complete a project agreed on by both evaluator and evaluatee:

Teacher Signature: Date:

Evaluator Signature: Date:

3.1 Summative Reflection (teacher)

Summative Reflection of Coaching, Mentorship, or Project (Due by April 15)
How did this coaching, mentorship, or project improve your teaching practice? How did this coaching, mentorship, or project impact student learning outcomes? Include any data tables, if helpful. The recommendation is to write 3-5 paragraphs.

3.2 Evidence Collection on CSTP 6 (teacher)

CSTP 6 (Use the CSTP Continuum of Teaching Practice)
6.1: Reflecting on teaching practice in support of student learning Evidence:
6.2: Establishing professional goals and engaging in continuous and purposeful professional growth and development Evidence:
6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning Evidence:
6.4: Working with families to support student learning Evidence:
6.5: Engaging local communities in support of the instructional program Evidence:
6.6: Managing professional responsibilities to maintain motivation and commitment to all students Evidence:
6.7: Demonstrates professional responsibility, integrity and ethical conduct Evidence:

APPENDIX C3 — SUMMATIVE EVALUATION FORMS (LEVEL 1)

3.1 Summative Evaluation Form

Employee Name:	Reviewer:	Date of Review:
Site:	Grade/Course Title:	
Career Development Stage: Please select		

Teacher Practice and Students Progress Goals:

Teacher Practice Goal:
Reviewer Commentary on Achievement of Teacher Practice Goal:
Commendations: Recommendations:

Student Progress Goal:

Reviewer Commentary on Achievement of Student Progress Goal:
Commendations: Recommendations:

Selected California Standards for the Teaching Profession:

Selected CSTPs to Support Goals (may insert CSTP Continuum pages for selected CSTPs and use in lieu of this table)	Rating
CSTP: Please select	Emerging (1) Exploring (2) Applying (3) Integrating (4) Mastering (5)

Commendations: Recommendations:	
CSTP: Please select	Emerging (1) Exploring (2) Applying (3) Integrating (4) Mastering (5)
Commendations: Recommendations:	
CSTP: Please select	Emerging (1) Exploring (2) Applying (3) Integrating (4) Mastering (5)
Commendations: Recommendations:	

Overall Evaluation:

Overall Performance Rating	Above Standard At Standard Below Standard Unsatisfactory	Improvement Plan	Not Required Required
		PAR Referral	Not Required Required

My signature acknowledges this document was presented to me on the date below. It does not mean that I agree to the content of the document and I reserve my right to attach a rebuttal to this document.

Employee Signature:	Date:
Reviewer Signature:	Date:

APPENDIX C4 — SUMMATIVE EVALUATION FORMS (LEVEL 2, 2A, 3, 3A)

3.1 Summative Evaluation Form

Employee Name:	Reviewer:	Date of Review:
Site:	Grade/Course Title:	
Career Development Stage: Please select		

Teacher Practice and Students Progress Goals:

Student Progress Goal:

Teacher Practice Goal:

CSTP 6	Rating
6.1: Reflecting on teaching practice in support of student learning	Please select

6.2: Establishing professional goals and engaging in continuous and purposeful professional growth and development	Please select
6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning	Please select
6.4: Working with families to support student learning	Please select
6.5 Engaging local communities in support of the instructional program	Please select
6.6 Managing professional responsibilities to maintain motivation and commitment to all students	Please select
6.7: Demonstrates professional responsibility, integrity and ethical conduct	Please select

Selected California Standards for the Teaching Profession:

Selected CSTP Elements to Support Goals (may insert CSTP Continuum pages for selected Elements and use in lieu of this table)	Rating
Element: Please select	Emerging (1) Exploring (2) Applying (3) Integrating (4) Mastering/ Innovating (5)
Element: Please select	Emerging (1) Exploring (2) Applying (3) Integrating (4) Mastering/ Innovating (5)
Element (choose from 5.2, 5.3, 5.4, 5.5): Please select	Emerging (1) Exploring (2) Applying (3)

	Integrating (4) Mastering/ Innovating (5)

Comments (required if at emerging or exploring):

Overall Evaluation:

Overall Performance Rating	Above Standard At Standard Below Standard Unsatisfactory	Improvement Plan	Not Required Required
		PAR Referral	Not Required Required

My signature acknowledges this document was presented to me on the date below. It does not mean that I agree to the content of the document and I reserve my right to attach a rebuttal to this document.

Employee Signature:	Date:
Reviewer Signature:	Date:

APPENDIX C5 — IMPROVEMENT PLAN (LEVEL 1 GOAL-SETTING)

4.1 Improvement Plan (Level 1 Goal-Setting)

Teacher:	Evaluator:	Date:
School:	Assignment:	

Area(s) for Improvement (add rows as needed)

CSTP or Element	Concern and/or Improvement Needed	Possible Evidence

Goal-Setting

Student Progress SMART-E Goal

Teacher Practice SMART-E Goal

Strategies for Improvement

What strategies will help you achieve your growth in your Area(s) for Improvement? What actionable steps will you take?

Examples of strategies:

- Independent Action
  - Online learning
  - Personal or structured professional reading
  - Action-research
- Supported Action
  - Peer observation
  - Mentoring
- Collective Action
  - Involvement in a professional learning community
  - Group action research
- Formal Action
  - Trainings
  - Continuing formal education

List the planned actions (indicate when).

Teacher Signature: Date:

Evaluator Signature: Date:

APPENDIX C6 — PAR REFERRAL FORM

4.2 PAR Referral

Teacher:	Evaluator:	Date:
School:	Assignment:	

This form constitutes a referral to the Peer Assistance and Review Program for ____ school year. Per Section 10.8.5 of the MPCSD-MPEA Agreement, you are required to participate in this program to support growth in your teaching practice.

Identified areas of growth can be found in your Improvement Plan (Form 4.1).

The Joint Committee on Teacher Evaluation will assign a Consulting Teacher. As a Participating Teacher, you will develop a plan for assistance with the Consulting Teacher.

The Consulting Teacher will discuss performance goals and objectives with you (Participating Teacher), conduct multiple observations of your practice during instructional time, assist you in multiple ways, demonstrate good teaching strategies and practices, monitor your progress and maintain a written record through Peer Review reports (Form 4.3). The Consulting Teacher does not evaluate you but makes Peer Review reports available to your evaluator for consideration in preparing your evaluation.

APPENDIX C7 — PEER REVIEW REPORT FORM

4.3 Peer Review Report

Submitted to Participating Teacher, Evaluator and Joint Committee on Teacher Evaluation by April 15th

Teacher:	Evaluator:	Date:
School:	Assignment:	

Description of Assistance Provided by the Consulting Teacher

Description of Participation by the Participating Teacher