

**AGREEMENT BETWEEN
THE MOUNTAIN EMPIRE
UNIFIED SCHOOL
DISTRICT
AND
THE MOUNTAIN EMPIRE
TEACHERS ASSOCIATION
(META, CTA/NEA)**

**July 1, 2025 -
June 30, 2027**

PREAMBLE

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Mountain Empire Unified School District and the Mountain Empire Teachers Association.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

The contents of this Agreement shall be limited to those items expressly permitted in Section 3543.2 of the Act; namely wages, hours, health and welfare benefits as defined in Section 53200 of the Government Code, leave, transfer and reassignment policies, class size, procedures to be used for the evaluation of employees, organization security pursuant to Section 3546 of the Act, and procedures for processing grievances pursuant to Sections 3548.5, 3548.7, and 3548.8 of the Act.

TABLE OF CONTENTS

PREAMBLE

TABLE OF CONTENTS	i
ARTICLE 1. Definition of Terms	1
ARTICLE 2. Recognition	3
ARTICLE 3. Negotiation Procedures	4
ARTICLE 4. Management Rights	5
ARTICLE 5. Organizational Security	6
ARTICLE 6. Payroll Deductions	7
ARTICLE 7. Work Year	8
ARTICLE 8. Work Day	9
ARTICLE 9. Instructional Day	11
ARTICLE 10. Subject and Grade Level Assignments	12
ARTICLE 11. Health and Welfare Benefits	13
ARTICLE 12. Benefits for Retired Teachers	15
ARTICLE 13. Early Retirement Incentive Program	16
<i>Incentive Program</i>	16
<i>Reduced Work Assignments</i>	16
<i>Independent Contractors</i>	17
<i>One-Time Cash Payment</i>	18
ARTICLE 14. Association Rights	19
<i>Visitations</i>	19
<i>Faculty or Staff Meetings</i>	19
<i>District Facilities and Services</i>	19
<i>Use of School Facilities</i>	20
<i>Agenda Materials</i>	20
<i>Directory Information</i>	20
<i>Release Time</i>	20
ARTICLE 15. Class Size	21
<i>Grades K through 6</i>	21
<i>Grades 7 through 12</i>	21
<i>Limitations</i>	21
<i>Assignment of Aide Time</i>	21

ARTICLE 16. Part-Time Employment and Job Sharing	23
<i>General</i>	23
<i>Part-Time Employment</i>	23
<i>Job Sharing</i>	24
<i>Applicability</i>	24
ARTICLE 17. Evaluation Procedures	25
<i>Personnel Files</i>	26
<i>Alternative Evaluation</i>	27
ARTICLE 18. Transfers	28
<i>General</i>	28
<i>Voluntary Transfers</i>	28
<i>Involuntary Transfers</i>	29
<i>Posting of Vacancies</i>	30
<i>Applicants Within a Site</i>	30
ARTICLE 19. Safety Conditions of Employment	31
ARTICLE 20. Consultation Rights	34
ARTICLE 21. Leaves	35
<i>General</i>	35
<i>Sick Leave</i>	35
<i>Leaves of Absence for Industrial Accident and Illness</i>	36
<i>Bereavement Leave</i>	37
<i>Personal Necessity Leave</i>	37
<i>Maternity/Paternity/Bonding Leave</i>	39
<i>Uncompensated Leaves</i>	39
<i>Child-Rearing Leave (Long Term)</i>	40
<i>Adoption Leave</i>	40
<i>Paternity Leave</i>	40
<i>Health Leave</i>	40
<i>Religious Leave</i>	41
<i>Sabbatical Leave</i>	41
<i>In-Service Leave</i>	44
<i>Jury Duty and Judicial/Official Appearances</i>	44
<i>AB 109 Leave</i>	44
<i>Catastrophic Leave</i>	44
ARTICLE 22. Grievance Procedure	47
<i>Definitions</i>	47
<i>Purpose</i>	47
<i>Procedure</i>	47
<i>General Provisions</i>	51

ARTICLE 23. Effects of Agreement	53
ARTICLE 24. No-Strike Provision	55
ARTICLE 25. Wages	56
<i>Salary Schedules</i>	56
<i>Extra Duty Pay Schedule</i>	56
<i>Part-Time Compensation</i>	56
<i>Military Service Credit</i>	56
<i>Horizontal Movement on the Salary Schedule</i>	56
<i>Mileage</i>	57
<i>Summer School</i>	57
<i>Home Instruction</i>	57
<i>Attendance Incentive</i>	57
<i>Adult School</i>	57
<i>CTE Director</i>	57
<i>Bilingual Stipend</i>	57
<i>Master's Stipend</i>	58
<i>Longevity Stipend</i>	58
<i>Elementary Combo Class Stipend</i>	58
<i>Specialized Healthcare Stipend</i>	58
ARTICLE 26. Parental Complaints	59
ARTICLE 27. Discipline Short of Dismissal	61
<i>General Provisions</i>	61
<i>Grounds for Suspension of Unit Members</i>	61
<i>Procedures for Suspension of Unit Members</i>	61
ARTICLE 28. Peer Assistance and Review	62
<i>Preamble</i>	62
<i>PAR Council</i>	62
<i>Participating Teachers</i>	63
<i>Consulting Teachers</i>	64
<i>Expenditures and Compensation</i>	65
<i>Miscellaneous Provisions</i>	66
<i>Teacher Induction Providers</i>	66
ARTICLE 29. Non-Discrimination	68
ARTICLE 30. Special Education	69
<i>Definitions</i>	69
<i>Community Advisory Committee</i>	69
<i>Due Process Hearings</i>	69
<i>Full-Inclusion</i>	70
<i>Individualized Education Plans (IEPs)</i>	70
<i>Special Education Caseloads</i>	70

<i>Equitable Distribution of Workload</i>	71
<i>General Provision of Services</i>	72
<i>Early Childhood Special Education Program (ECSE)</i>	72
<i>Conformance with Education Code</i>	73
<i>Supporting Students with IEPs in the General Education Classroom</i>	73
<i>Adequate Space</i>	73
ARTICLE 31. Extended School Year	74
ARTICLE 32. Terms of Agreement	75
APPENDIX A (Health Benefits)	
APPENDIX B (Grievance Form)	
APPENDIX C (Salary Schedule)	
APPENDIX D (Extra Duty Pay Schedule)	
APPENDIX E (Evaluation Form)	
APPENDIX F (Calendar)	
APPENDIX G (Donation of Sick Leave)	
APPENDIX H (Request for Catastrophic Leave)	

ARTICLE 1

DEFINITION OF TERMS

1.1 Definitions

- 1.1.1 "Act" means Chapter 10.7, sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 1.1.2 "Agreement" is defined as this negotiated agreement as finally ratified by the parties and is limited to the express terms of this document, as effective solely for the duration as stated, without reference to past practices.
- 1.1.3 "Board" as used herein is the Governing board of the Mountain Empire Unified School District or its designated representative.
- 1.1.4 "Certificated Employee" refers to any regular certificated employee of the District covered by this Agreement. Only probationary or permanent, part-time or full-time classroom teachers including special class teachers, lead teachers, counselors, speech therapists, nurses, deans, and librarians are considered to be certificated employees.
- 1.1.5 "Daily Rate of Pay" means the certificated employee's regular contracted salary divided by the number of duty days. The daily rate of pay shall be computed by the County of San Diego.
- 1.1.6 "Days" are calendar days unless expressly stated otherwise.
- 1.1.7 "District" means the Mountain Empire Unified School District.
- 1.1.8 "Duty Days" are days in which certificated employees are required to report to work by the Board.
- 1.1.9 "Employed" means rendering service to the District in accordance with this Agreement and while in possession of a current and valid credential.
- 1.1.10 "Exclusive Representative" refers to the Mountain Empire Teachers Association.
- 1.1.11 "Association" means the Mountain Empire Teachers Association, while the certified exclusive representative of certificated employee for purposes of meeting and negotiating within the Act.
- 1.1.12 "Full-Time Employee" is defined as one who is assigned under contract for one (1) semester or more to work the entire day for all the duty days as provided in this Agreement.
- 1.1.13 "Immediate family" means the mother, stepmother, father, stepfather, grandmother, grandfather, grandchild, aunt, uncle, son, stepson, son-in law, daughter, stepdaughter, daughter-in-law, foster child, brother-in-law, sister-in-law, nephew, niece, brother, stepbrother, sister or stepsister of the certificated employee, or of the certificated employee's spouse, or any person living in the immediate household of the certificated employee.
- 1.1.14 "Instructional Day" means that period of time each day in which students are required to receive instruction.

1.1.15 "Negotiable Item" and "Scope of Representation" shall be limited to those items expressly permitted in Section 3543.2 of the Act and those conditions listed below:

- (a) Wages
- (b) Hours of employment
- (c) Health and welfare benefits as defined by Government Code Section 53200
- (d) Leave, transfer, and reassignment policies
- (e) Safety conditions of employment
- (f) Class size
- (g) Evaluation procedures
- (h) Organizational security pursuant to Government Code Section 3456
- (i) Procedures for processing grievances

1.1.16 "Part-Time Employee" is defined as one who is assigned under contract for (1) semester or more to work less than the regular full-time employee as defined in this Agreement.

1.1.17 "School Year" refers to the yearly period from July 1 to June 30.

1.1.18 "Seniority" means continuous service in the District beginning with the first date of paid service in a probationary position.

1.1.19 "Substitute" is defined as the only certificated personnel, appointed by the Superintendent, a principal, or a vice-principal who is hired to replace a regular teacher.

1.1.20 "Superintendent" means the superintendent or his designee.

1.1.21 "Unit member" means any District certificated employee who is included in the appropriate unit as defined in Article 2.1.2.

1.1.22 META will designate the following individuals as representatives to the District Calendar Committee: President, First (High School) Vice President, and Second (Elem/Middle School) Vice President or their designee.

2.1 Recognition

2.1.1 The Board hereby confirms its recognition of the Association as the exclusive negotiation representative of certificated employees.

2.1.2 The Board recognizes the following employment classifications of certificated employees of the District as part of the appropriate unit:

- (a) Full-time and part-time classroom teachers
- (b) Full-time and part-time nurses
- (c) Full-time and part-time counselors
- (d) Full-time and part-time special classroom teachers
- (e) Full-time and part-time speech therapists
- (f) Full-time and part-time lead teachers
- (g) Full-time and part-time deans
- (h) Full-time and part-time librarians
- (i) Full-time and part-time ROP teachers
- (j) Full-time and part-time Vocational Education teachers
- (k) Full-time School Psychologists

2.1.3 The Principal/Teacher position is a management position and is thus excluded from the bargaining unit under this Agreement.

2.1.4 Teacher on Special Assignment (TOSA). Certificated contract teachers may serve in a TOSA assignment on a year-to-year basis. This position will not typically have a regular classroom assignment and will be supervised by the Superintendent or her/his designee.

ARTICLE 3

NEGOTIATION PROCEDURES

3.1 No later than **November** 1st of the year in which this Agreement expires, the parties shall commence the meeting and negotiating process in accordance with applicable law. Agreements reached shall be reduced to writing.

3.2 Both the Board and the Association may utilize the services of outside consultants to assist in negotiations.

3.3 Negotiations shall take place at mutually agreeable times and places.

3.4 The Association may designate not more than five (5) representatives and two (2) alternates for purposes of official meeting and negotiating sessions, with no more than five (5) representatives at official meetings.

3.5 Upon written request, the Board will provide the Association, within ten (10) duty days of receipt by the Superintendent of the Association's request, with public information such as records, data, worksheets and budgetary materials which may be relevant to negotiations or processing grievances.

3.6 Upon request, the Board shall furnish the Association with a document which indicates the placement of teachers on the teachers' salary schedule within ten (10) days.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 All matters not specifically, expressly enumerated in this Agreement are reserved to the public school employer (such employer rights being limited only by the specific and express terms of this Agreement), and may not be a subject of meeting and negotiating, grievance(s), or restriction on the right of the District to manage the school district and to direct its employees and operations.

ARTICLE 5

ORGANIZATIONAL SECURITY

5.1 The District and the Association recognize the right of Certificated Employees to form, join, and participate in the lawful activities of employee organizations and the equal alternative right to refuse to form, join, and participate in employee organizations. Certificated employees shall not be required as a condition of employment to maintain membership in any organization that they have not freely and voluntarily joined.

5.2 Public Records Requests

5.2.1 In the event the District receives a request for unit member contact or salary information under the California Public Records Act (CPRA), the District agrees to notify the Association of the request within two (2) work days

5.2.2 In the event the District receives a request for unit member disciplinary, evaluative, or other personnel-record information under the CPRA, the District will notify the unit member and the Association of the request prior to disclosure of any requested information. The district further agrees that no unit member disciplinary, evaluative, or other personnel-record information will be disclosed until the unit member has been given a reasonable period of time after notice is given to object to the disclosure and/or initiate a “reverse-CPRA” lawsuit seeking a court order barring disclosure.

5.2.3 The parties acknowledge that compliance with the CPRA is mandatory, and that a decision by the District to disclose records pursuant to a CPRA request is not subject to the grievance and arbitration provisions of Article 22. This section does not preclude a grievance for failure to comply with Article 5.2.1 or 5.2.2.

ARTICLE 6

PAYROLL DEDUCTIONS

6.1 Any certificated employee who is a member of the Association, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the certificated employee each month for ten (10) months during the school year.

6.2 With respect to all sums deducted by the District pursuant to authorization of the certificated employee, for membership dues, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list of certificated employees for whom such deductions have been made.

6.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

6.4 Upon appropriate written authorization from a certificated employee, the District will deduct from the salary of any certificated employee and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs from which such deductions are permitted by law and authorized by the San Diego County Department of Education.

6.5 Payroll deductions shall be made without cost to the Association or the individual employee.

6.6 The Association agrees that it will indemnify and holds harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Association's obligation there under the District will notify the Association in writing of any matter within seven (7) days of service thereof upon the District. The District and the Association agree to fully cooperate with each other on any matter commenced against the District. Given the obligation of the Association to fully fund the defense to any challenge to this Article, the Association may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter.

ARTICLE 7

WORK YEAR

7.1 The number of certificated working days shall be 180 effective July 1, 2015. The additional required working days shall be three days. New hires, with a hire date after June 2020) shall have two (2) additional days, compensated at the daily rate, with two hours set aside as Association time.

7.2 When schools are closed due to Forced Closure (e.g. inclement weather, PSPS, natural disaster) unit members are not required to work and shall be paid for such days. In the event that the cancellation of a day due to forced closure results in the extension of the school calendar to achieve the required number of days of pupil attendance, unit members who were previously excused from duty shall be obligated to work the appropriate number of makeup days without additional compensation, not to exceed the contracted number of work days. If make-up days are required by law, the District shall negotiate placement of said days with the Association. When feasible and allowed by law, distance learning days shall be implemented instead of make-up days.

7.3 In the elementary schools, five (5) minimum days for parent conferences shall be scheduled at the end of the first reporting period.

7.4 In Secondary, one (1) minimum day shall be scheduled at the end of each quarter for grading purposes.

7.5 A weekly shortened day shall be implemented at all district schools in the following manner: at the middle and high schools, half of the designated days will be administrator-led activities and half of the designated days will be teacher-led collaboration days. At the elementary schools, half of the designated days will be administrator-led activities and half of the designated days will be teacher-determined collaboration/planning days. Any extra designated day will be a teacher-led day. The annual calendar of weekly shortened days at each school shall be established collaboratively between administration and teachers

7.6 The start of every school year will be determined by the District Calendar Committee. The first instructional day will be preceded by negotiated non-student days during the normal work week (Monday through Friday). One (1) of these days will be used by the District with one (1) hour reserved for META business and one (1) full day reserved for classroom preparation.

ARTICLE 8

WORK DAY

8.1 High School and Junior High School Certificated employees working at a high school or Junior High

school site shall work on-site seven (7) hours and twenty-five (25) minutes with such total including a thirty (30) minute duty free lunch each day, a prep period, but not including time worked pursuant to Section 8.6. Elementary Certificated employees shall work six (6) hours and fifty (50) minutes with such total including a thirty (30) minute duty free lunch but not including time worked pursuant to Section 8.6. Part-time certificated employees shall work a proportionate share of the above hours prorated according to the number of periods teaching or rendering other professional services. Any difference in the work week between teachers in grades K-6 and other unit members shall be recognized as time reserved for preparation and planning. Teachers at the Alternative Education site who choose to not take their duty free lunch due to lack of classified supervision availability at the site shall take it at the end of the scheduled work day.

8.2 The time certificated employees are required to report for duty before commencement of their teaching segment's first assignment, assigned class, conference period, if assigned, or before the beginning of the instructional day if not so assigned, shall not be an amount of time which would cause the length of their on-site workday to exceed the time specified in Article 8.1.

8.2.1 Certificated employees shall report to their site 30 minutes prior to the beginning of their instructional day. Fifteen (15) minutes per work day shall be used for morning classroom preparation time, with preparation tasks to be determined by the classroom teacher.

8.3 The time part-time certificated employees are required to report for duty before commencement of their teaching segment's first assignment, assigned class, conference period, if assigned, or before the beginning of the instructional day if not so assigned, shall not be an amount of time which would cause the length of their on-site workday to exceed the time specified in Article 8.1.

8.4 Certificated employees are required to remain on-site for five (5) minutes following the completion of the instructional day for full-time employees and five (5) minutes following the completion of the teaching assignment for part-time employees.

8.5 All time not assigned to teaching or other professional services will be utilized at the discretion of the principal. Classroom preparation time shall be considered as professional services for purposes of this Article, however may be affected by other provisions herein.

8.5.1 The District will endeavor to secure substitute teachers on an as needed basis in a constant and reliable manner; META may make specific recommendations to the District in this regard. However, if the District is unable to secure the use of a substitute teacher, a unit member may be required to serve as substitute teachers during his/her prep period.

8.5.2 To ensure the equal and equitable distribution of this required duty, the high school principal and school leadership team shall develop a priority order for substituting at the beginning of each school year, after the master schedule is finalized, for providing prep period substitutes. This priority order will take into account: equitable and equal distribution, volunteerism and the right of refusal provided this right does not interfere with the principle of

equity. The District acknowledges the benefit of site administrators serving as substitute teachers whenever it is practical to reduce the potential loss of teacher prep time.

8.5.3 The High School Principal will monitor and report out to the site leadership team and Superintendent regularly regarding progress towards providing a system that preserves teacher prep time on an equitable basis.

8.5.4 In the event that a unit member provides substitute service during his/her prep period, compensation shall be provided in accordance with the Extra Duty Pay Schedule.

8.6 Certificated employees may be required by their immediate supervisor to perform teacher related duties outside and beyond the regular instructional day. Such duties include supervision of campus and curricular activities, development of and assistance in funded projects, parent conferences, guidance assistance to pupils, faculty meetings, attendance at open houses. The District shall not require attendance by certificated employees at more than two (2) faculty meetings per month not to exceed one hour per meeting. If the meeting(s) exceed one hour, faculty shall be compensated according to Appendix D. (For example, if a meeting lasts for 70 minutes, faculty shall be paid for 15 minutes; if a meeting lasts for 80 minutes, faculty shall be paid for 30 minutes.) Faculty shall be notified of scheduled meetings at least two (2) weeks in advance. High School teachers shall attend the graduation ceremony in lieu of spring open house. Professional development meetings shall be limited to schedule minimum days. The District shall not require attendance by certificated employees at more than one (1) open house or back to school night per semester. Faculty meetings shall not be scheduled so as to conflict with previously scheduled regular meetings of the Association.

8.6.1 The District will attempt to schedule IEP meetings during teachers' regular work hours whenever possible, however, it is recognized that there are instances when this is not possible. Any unit member participating in an IEP meeting that extends the regular work day or occurs outside the regular work day shall for any hour or major portion of an hour accumulate compensatory time for such work. A unit member may accumulate hours for up to a three school-year period. Such hours must be recorded on the proper District timesheet and submitted to the payroll office on or before the tenth (10th) calendar day of the month following the calendar month in which they are earned. Once a unit member accumulates seven hours they must utilize that compensatory time within that school-year or the following school-year. Use of such compensatory time must be approved by the site principal. Denial of use of such time by an administrator shall not be arbitrary, capricious, or discriminatory.

8.7 An employee who is attending a pre-arranged conference away from a school site on a day where school has been canceled by the district, may work a day that the employee's coworkers do not. If this occurs, and the employee is able to verify attendance (at the district's request) at a conference or similar event off site, then the employee will be compensated at the rate of pay of 1/6 pay per hour.

ARTICLE 9

INSTRUCTIONAL DAY

9.1 The instructional day for each grade shall meet the following state mandated minimum requirements.

- K = (36,000 minutes per year)
- 1-2 = (51,780 minutes per year)
- 3-6 = (54,000 minutes per year)
- 7-8 = (58,261 minutes per year)
- 9-12 = (64,800 minutes per year)

9.2 In the event the number of instructional minutes is increased due to legislative changes, the provision of Section 9.1 and 8.1 shall be negotiated.

ARTICLE 10

SUBJECT AND GRADE LEVEL ASSIGNMENTS

10.1 To the extent known at the time of notification, the Superintendent or the Superintendent's designee shall inform the certificated employee of the employee's projected subject area, specific course assignments(s), and grade level(s) assignments prior to May 15 for the ensuing year.

10.2 A second notice of projected assignment shall be sent to certificated employees on or about August 15, in those circumstances where it is determined that staffing conditions require an amendment to the first notice.

10.3 When possible, the certificated employee shall be notified a minimum of thirty (30) days prior to any changes in course or grade assignment.

ARTICLE 11

HEALTH AND WELFARE BENEFITS

11.1 The District shall provide medical, dental, vision, disability and life insurance benefits to each regular full-time employee and to each eligible part-time employee who works twenty (20) or more hours per week in accordance with the provisions of this article.

11.2 Medical Plans

Employees will have the option of selecting from one of the district's medical plans through VEBA. Kaiser 10 (\$10/100 day), United Health Care Networks 1, 2, and 3). If the employee selects a program other than the Kaiser medical plan, then the District will contribute up to the cost of the Kaiser premiums as specified in Appendix I (MEUSD Health Costs for Certificated Employees). These rates are based on the 2022/2023 Benefits plan and may be renegotiated on an annual basis.

Effective July 1, 2014 for employees employed before July 1, 2014 covered by the above paragraph who **are not** participating in Kaiser family medical insurance (refer to Appendix I MEUSD Health Costs for Certificated Employees) and the premium for the employee's total medical coverage exceeds the cost of the Kaiser coverage, the District will pay the pre-July, 2014 rate negotiated based on the plan the employee selected for the 2014 year.

- 11.2.1 The District shall pay the entire cost of the medical premium for unit members electing employee-only coverage.
- 11.2.2 Any dependent coverage premium cost not covered by the District contribution shall be paid for the unit member via monthly payroll deduction.
- 11.2.3 The district contribution toward the premium for medical plans, except for the Kaiser Employee Only Plan, shall increase by an amount not less than fifty percent (50%) of the increased cost of the respective Kaiser plan premiums.
- 11.2.4 An employee's medical premium deductions shall be made on a pre-tax basis. An Employee may designate that premium deductions are made on an after-tax basis by contacting the payroll department.
- 11.3 The District shall provide fully paid dental coverage at a benefit level of fifteen hundred dollars (\$1500) per year for unit members and dependents.
- 11.4 The District shall provide fully paid vision coverage for unit members and dependents who do not receive vision coverage as part of the elected medical plan.
- 11.5 The District shall provide a disability/income protection plan. Such plan shall have a ninety (90) day elimination period.
- 11.6 The District shall provide unit members fifty thousand dollars (\$50,000) in term life coverage.
- 11.7 Subject to any required approval by insurance carriers and/or administrators, the District shall offer an annual cash option of eligible certificated employees who elect cash in lieu of medical and/or dental benefits. Effective January 1, 2001, the cash option in lieu of medical benefits is not available for new employees. The annual cash amount the eligible employee choosing the cash option will receive is one thousand dollars (\$1,000.00) for medical, paid in tenthsly installments, and four hundred dollars (\$400.00) for dental, paid

- in tenthly installments. No one will be allowed to elect a cash option unless the employee provides proof of current, alternative medical and/or dental coverage under another insurance policy or plan. Additionally, should an employee receiving the medical and/or dental cash option lose alternative coverage, the employee will be required to immediately inform the District and be enrolled in the District medical and/or dental insurance program. Tenthly payments under this cash option cease on the effective date of coverage under a District plan or upon the termination of the unit member's employment.
- 11.8 The parties agree that current META members that are covered by United Health Care (UHC) who wish to continue with United Health Care (UHC) will be allowed to remain in the plan. Should any of these employees opt to change from United Health Care (UHC) to the Kaiser plan, these employees will not be allowed to return to the United Health Care (UHC) Health plan.
 - 11.9 Any employees that are covered by the United Health Care (UHC) medical plan will be encouraged to select Network 1 providers within Package A of United Health Care (UHC) offered by the District.
 - 11.10 The parties agree that the Meta members enrolled in the United Health Care (UHC) medical insurance for employee only will not have an increase in "Employee" contribution towards the medical premium through the 2012 school year. The employee contribution will remain the same as in the coverage 2010 year. Employees with United Health Care (UHC) coverage with Employee plus 1 or Family packages will bear any increase in premium as of January 2011.
 - 11.11 The parties agree that as of January 2011, new District Certificated employees eligible for medical benefits will only be offered Kaiser Medical coverage along with dental and vision insurance coverage.
 - 11.12 The parties agree that the Kaiser medical insurance plan will be continue at \$10 office visit/\$10 prescription plan.

ARTICLE 12

BENEFITS FOR RETIRED TEACHERS

12.1 Subject to conditions stated hereinafter, the District shall, for any member of the bargaining unit who retires from District service after ten (10) full-time years of service to the District, pay the cost of medical insurance premiums in an amount equal to the District's contributions for employee-only medical coverage for active members of the bargaining unit.

12.2 The benefits provided for in Article 12.1 herein above shall be in effect for a maximum of ten (10) years or until the certificated employee becomes eligible for Medicare, whichever occurs first.

12.3 No certificated employee retiree shall be eligible to apply for the above benefits until the employee has reached the age of fifty-five (55) years.

12.4 Subject to the rules and regulations of the District's medical insurance carrier, a certificated employee retiree eligible for benefits under this section may continue to enroll in dependent medical coverage at retiree's own expense.

12.5 All prospective certificated employee retirees should contact the District office for information regarding benefits provided under this section at least six (6) months prior to their anticipated date of retirement.

ARTICLE 13

EARLY RETIREMENT INCENTIVE PROGRAM

13.1 Incentive Program

The District will provide an early retirement incentive program for certificated employees. The program will contain both pre- and post- retirement plans intended as incentives for certificated employees wishing to initiate same. After ten (10) years of full-time satisfactory service in the District and having reached the minimum age of fifty-five (55) as of the close of the school year during which application is submitted, an employee would become eligible for consideration for inclusion in one of the options of this program.

13.2 Reduced Work Assignments

A certificated employee may request a reduced work assignment with full retirement credit. The District shall review the needs of the District and may grant reduced work assignments provided that vacancies exist and subject to the following conditions:

13.2.1 The option of the part-time employment may be exercised only by request of the certificated employee and approval by the Board for a period not to exceed five (5) years.

13.2.2 The certificated employee shall have attained age fifty-five (55) prior to the reduction of the work load under the plan and prior to the beginning of a school year.

13.2.3 The certificated employee may participate in the program for not more than five (5) years or until age sixty-five (65) whichever occurs first. The certificated employee shall agree to retire at the end of this period.

13.2.4 Under this plan both the District and the employee shall make retirement contributions (STRS) as if the employee were earning full salary.

13.2.5 The certificated employee shall be paid a salary which is the pro-rata share of the salary he/she would have been earning had the option of part-time employment not been elected.

13.2.6 The District will continue the same medical insurance benefits as if the employee had continued in full-time employment. No other benefits or discretionary funds will be provided by the District. Insurance coverage is for the employee only.

13.2.7 Annual renewal of the contract is discretionary with the Board and is contingent on continuing satisfactory performance by the employee. Satisfactory performance by the employee shall be determined in accordance with the Evaluation article of this Agreement. Once an employee has entered into the program, he/she may terminate participation at the end of any contract year, but shall not have the option of reentering employment with the District unless approved by the Board.

13.2.8 Application shall be made to the Superintendent on or before March 15 of any school year. Entrance into this program shall be at the beginning of a fall semester.

13.2.9 The final determination as to how many and which certificated employees will participate in the program and the form of the part-time employment shall be at the

discretion of the District. The maximum number of certificated employees who may enter into this program in any given year shall be five (5%) percent of the total number of certificated employees. Nothing shall preclude the Board from approving participation in excess of five (5%) percent of the total number of certificated employees.

13.2.10 Leaves shall not constitute a break in service for purposes of participation in this plan.

13.3 Independent Contractors

This plan permits eligible certificated employees to retire under the State Teachers Retirement System and then be reemployed by the District as an independent contractor for not more than one hundred twenty (120) days in any fiscal year, for a period not exceeding five (5) years or age sixty-five (65), whichever occurs first, subject to the following conditions:

13.3.1 The certificated employee shall have provided a minimum of ten (10) years of full-time satisfactory service in the District and shall have reached a minimum age of fifty-five (55) as of the close of the school year during which application is received.

13.3.2 In order to be eligible for this plan the certificated employee must resign from the school district.

13.3.3 Persons employed under this plan shall be designated as Independent Contractors to the school district.

13.3.4 Annual compensation under this plan shall not exceed the maximum allowable by law. Employees who serve as short- and long-term substitutes under this plan shall be subject to District regulations and pay rates relative to substituting as a short-term or long-term teacher.

13.3.5 The per diem received by employees involved in this shall not exceed the highest daily rate which such employee received during his/her final year of tenure with the District.

13.3.6 A contract shall be signed indicating the maximum annual salary the employee shall receive for each year. Once an employee has entered into the program, the employee may terminate participation at the end of any contract year, but shall not have the option of reentering employment with the District.

13.3.7 Except as provided in Article 12, retirees serving under this plan shall not be eligible to receive any leave or other employee benefits granted to regular employees of the District.

13.3.8 The final determination as to which certificated employees will participate in the program in any one (1) year and the form of the part-time employment shall be at the discretion of the District. The maximum number of participants in this program in any one (1) year shall not exceed three (3). Nothing shall preclude the Board from approving participation in excess of three.

13.3.9 The maximum number of participants in this program shall be determined by the Board.

13.3.10 Application shall be made to the Superintendent no later than March 15 of the school year preceding the year of the employee's entrance into the program. The Superintendent shall respond to the application no later than May 15.

13.4 One-Time Cash Payment

13.4.1 Certificated employees who submit retirement resignations will be granted a cash benefit according to the following schedule:

<u>Age on Last Day at Work</u>	<u>Cash Benefit</u>
55-58	20% of yearly salary
59-63	15% of yearly salary

13.4.2 Subject to the requirements of federal or state law and operating procedures and prior approval of the San Diego County Office of Education, insurance carriers providing tax sheltered annuities and other entities possessing the ability to govern the payment of the one-time cash payment, the cash benefit described in 13.4.1 shall be paid in one of the following approved ways as selected by the employee:

- (a) Cash payment to be made to the employee on or before August 30 after the retirement/resignation becomes effective.
- (b) Payment to be made to the employee's previously Board authorized tax-sheltered annuity contemporaneous with the employee's final pay check for June of the effective year of the retirement/resignation.

13.4.3 Any one-time cash payment made under the provisions of Section 13.4 shall be subject to such payroll deductions as are required by the provisions of federal or state law.

13.4.4 Certificated employees planning to take advantage of the above one-time cash payment must submit their resignation four (4) months prior to the effective date of the resignation. Certificated employees who have submitted such resignation shall not be able to revoke the resignation once the Board has acted to accept it.

ARTICLE 14

ASSOCIATION RIGHTS

14.1 Visitations

14.1.1 The Association shall provide the Board, or its designated representative, the names of Association representatives authorized to discuss organizational matters with certificated employees. Accompanying such notification shall be a statement that all authorized representatives are aware of, and they shall agree to comply with these rules and regulations.

14.1.2 Authorized Association representatives shall, upon arriving at a school site, report initially to the principal or in the principal's absence, appropriate office personnel providing appropriate information regarding length, place, and purpose of visit. Such visits shall be scheduled so as not to cause interruption to certificated employees during duty hours.

14.1.3 Advance arrangements will not be required for individual conferences between officers and officials of an organization.

14.1.4 Association business may not be conducted during times when certificated employees are required to render service to the District.

14.2 Faculty or Staff Meetings

14.2.1 The agenda of an official faculty or staff meeting called for the purpose of carrying out school district business shall be limited to official District or school activities.

14.2.2 In the event that the Association wishes to call a meeting, the Association meeting shall not be convened until after the adjournment of the faculty or staff meeting.

14.3 District Facilities and Services

The Association may use school district materials or services for the promotion of their business or meetings only as specifically provided herein:

14.3.1.1 Bulletin Boards

The Association shall be entitled to use a school bulletin board of reasonable size for official communications directed to members.

14.3.1.2 Representatives authorized to approve such materials for posting shall be limited to officers of the Association and building representatives designated by the Association.

14.3.1.3 School Mail

14.3.1.3.1 The Association may use school mail for distributing organization material to certificated employees.

14.3.1.3.2 Use of the school mail by the Association shall conform with the requirements of federal law regarding such use.

14.3.1.3.3 Official school district mail has first priority in the use of District mail service.

- 14.3.1.3.4 Bulk mailings by the Association will be accepted subject to the physical capacity of the school mail service and therefore may be subject to unavoidable delays in distribution.
- 14.3.1.3. Association materials shall not be distributed to students.
- 14.3.1.3.6 Association materials being distributed through school mail shall be addressed to individual staff members by name and location. If this procedure is not followed, a member of the Association must be responsible for distributing the materials within each school or department either by placing the materials in individual mail boxes or by personal delivery.
- 14.3.1.3.7 No member of the District staff shall be expected to assist in such distribution as part of required duties.
- 14.3.1.3.8 Individual staff members who do not wish to have material placed in their mail boxes should advise the Association accordingly. The Association will be expected to honor such requests.

14.4 Use of School Facilities

The Association may use District facilities upon notification. The Association agrees to comply with reasonable District rules and regulations governing the use of school facilities.

14.5 Agenda Materials

14.5.1 The Association shall be provided with two (2) copies of the Board agenda with non-confidential supportive materials at the same time as such materials are provided to Board members.

14.6 Directory Information

14.6.1 The names, addresses, and telephone numbers, if authorized for release by certificated employees, of all District certificated employees shall be provided without cost to the Association no later than October 15 of each school year.

14.7 Release Time

14.7.1 With the prior approval of the District, the Association President and/or designee may use up to a total of twelve (12) days of release time annually for the purpose of attending school functions, workshops or Association business.

INTRODUCTION – The District recognized the desirability of minimizing class sizes and will accordingly strive towards the goal of overall reduction of class size.

15.1 Grades K through 6

15.1.1 Class size maximums of 24 in TK-3 and 30 in grades 4-6.

15.1.2 In classes where three (3) or more grade levels are taught, the maximum class size shall be twenty-six (26) students. Should student(s) be added so as to exceed that maximum, then the class size shall be reduced not later than the commencement of the next regular semester or four (4) school weeks from the addition of that student, whichever time is greater.

15.2 Grades 7 through 12

15.2.1 The District shall strive to maintain an overall student-teacher ratio of 34 to 1 for academic classes taught in grades 7 through 12.

15.2.2 The District shall strive to maintain an overall student-teacher ratio of 30 to 1 for Career Technical Education (CTE) classes taught in grades 7 through 12.

15.2.3 The District shall strive to maintain an overall student-teacher ratio of 65 to 1 for other Physical Education (PE) classes taught in grades 7 through 12.

15.2.4 The District shall strive to maintain an overall student-teacher ratio of 16 to 1 for Study Skills classes taught in grades 7 through 12.

15.2.5 The District shall strive to maintain an overall student-teacher ratio of 25 to 1 for Alternative Education Continuation classes taught to students 16 years of age and older.

15.2.6 The District shall strive to maintain an overall weekly student-teacher ratio of 30 to 1 for Alternative Education Independent Study appointments for grades 7 through Adult learners.

15.3 Limitations

15.3.1 The class sizes provided for in this article shall be subject to certain limiting factors such as transportation, availability of facilities and equipment, and availability of non-certificated support personnel.

15.3.2 The student-teacher ratio provided for herein shall be based upon actual enrollment.

15.4 Assignment of Aide Time

15.4.1 Discretionary aide time, not subject to conditions imposed by federal and state funding sources, shall be allocated in a fashion which recognized the special circumstances of those certificated employees who teach multi-grade classes.

15.4.2 The assignment of aide time is expressly conditioned upon the requirements of federal and state law and the provisions of the District's collective bargaining agreement with classified employees.

15.4.3 Further, the above statements regarding the allocation of aide time shall not be interpreted to require the mandatory assignment of all available discretionary aide hours to multi-grade classrooms.

15.4.4 Unit members who teach in grades TK-3 or any combination of these grades and whose class size exceeds 24, grades 4, 5 or 6 and whose class size (roster count) exceeds thirty (30), or grades 7 & 8 whose average class size exceeds thirty-four (34) for at least twenty (20) consecutive instructional days shall receive a one-time payment of \$700. The stipend shall be \$700 per qualifying student over the stated maximum number of students. The stipend shall be paid on the next pay period following the 20 consecutive day qualifying period. The District will strive to maintain 34 students in grades 7-12 core academic class. Students who are pulled from their general education classroom setting for Special Education related services less than 50% of the school day are to be counted on the general education teachers roster (language aligns with current IEP language on settings page of district used IEP forms).

15.4.5 When the class size exceeds by 10% the class size maximums as stated in Article 15.1 of the current contract, a District representative will meet with site administration and classroom teacher(s) affected parties to come to a mutually agreed upon resolution. All parties will meet within 20 business days of class exceeding 10% of class size.

ARTICLE 16

PART-TIME EMPLOYMENT AND JOB SHARING

16.1 General

Full-time certificated employees may apply to participate in part-time employment [grades 7-12] or job sharing [grades K-6]. Participation in part-time employment and job sharing shall be subject to the needs of the District and approval or disapproval for participation in such programs is vested within the sole discretion of the Superintendent.

16.2 Part-Time Employment

16.2.1 Full-time certificated employees who wish to apply for part-time employment shall make written application to the Superintendent no later than March 15 of the year preceding the year of proposed part-time employment.

16.2.2 Certificated employees who are accepted for part-time employment shall receive prorated salary benefits based upon the number of classes taught per day. A certificated employee who teaches two (2) classes per day shall receive one-third (1/3) annual salary. A certificated employee who teaches three (3) classes per day shall receive one-half (1/2) annual salary. A certificated employee who teaches four (4) classes per day shall receive two-thirds (2/3) annual salary. As used in this section the word "classes" shall not include a preparation period.

16.2.3 A certificated employee who is accepted for part-time employment shall receive prorated leave benefits and a part-time certificated employee who works at least fifty (50%) percent of a regular full-time assignment shall be entitled to prorated health and welfare benefits in accordance with the provisions of Article 11 of this Agreement.

16.2.4 Part-time unit members shall be obligated to perform all professional duties as set forth in Section 8.6 of this Agreement, except that attendance at faculty meetings shall not be mandatory on those days when the unit member is not on duty.

16.2.5 A certificated employee who has been approved for part-time employment will receive credit each year for one (1) full year's advancement on the salary schedule when such certificated employee is on duty for seventy-five (75%) percent or more of the total number of days in which the schools of the District are in regular session. Also, one (1) year's advancement on the salary schedule will be granted when a certificated employee who has been approved for part-time employment is on duty for fifty (50%) percent or more of the total number of days in which the schools of the District are in session for two (2) consecutive years.

16.2.6 Part-time employment shall be considered on a year to year basis. If the District determines not to continue part-time employment for a subsequent year, the part-time certificated employee shall be offered a full-time assignment. However, once a certificated employee participates in part-time employment, such certificated employee shall not be guaranteed a full-time assignment in the subsequent year unless an appropriate full-time vacancy exists.

16.3 Job Sharing

16.3.1 Applicants for job sharing must submit a written proposal to the Superintendent no later than March 15 of the year preceding the year of job sharing. Such proposal shall list the proposed work schedule of the two (2) unit members and shall set forth a plan whereby the two job sharers insure that the full responsibilities of the one position shall be satisfied jointly by the two participants.

16.3.2 Participants in job sharing will receive one-half (1/2) the salary they would have received had they been working full-time. Job sharing participants will receive a pro rata share of all leave benefits and will be entitled to prorated health and welfare benefits as set forth in the provisions of Article 11 of this Agreement.

16.3.3 A job sharing certificated employee will receive credit each year for one (1) full year's advancement on the salary schedule when such certificated employee is on duty for seventy-five (75%) percent or more of the total number of days in which the schools of the District are in regular session. Also, one (1) year's advancement on the salary schedule will be granted when a certificated employee who has been approved for job sharing is on duty for fifty (50%) percent or more of the total number of days in which the schools of the District are in session for two (2) consecutive years.

16.3.4 Any job sharing plan to be submitted to the Superintendent must be approved by the supervising principal at the work site where the job sharing is to take place.

16.3.5 Acceptance of certificated employees into job sharing shall be within the sole discretion of the Superintendent.

16.3.6 Job sharing shall be considered on a year to year basis. If the District determines not to continue job sharing for a subsequent year, the certificated employee participating in job sharing shall be offered a full-time assignment. However, once a certificated employee participates in job sharing, and desires to discontinue job sharing, such certificated employees shall not be guaranteed a full-time assignment in the subsequent year unless an appropriate full-time vacancy exists.

16.3.7 In order to qualify to apply for job sharing a certificated employee must have completed two (2) years of satisfactory service to the District.

16.4 Applicability

Upon the expiration of this Agreement the provisions of this article shall apply to existing certificated employee participants. Upon the expiration of this Agreement the provisions of this article shall not apply to non-participant certificated employees unless the District and the Association mutually agree to the contrary.

ARTICLE 17

EVALUATION PROCEDURES

17.1 Every probationary certificated employee shall be evaluated by the evaluating administrator in writing at least once each school year. Such evaluation shall be based upon no less than two (2) observations by the evaluating administrator during the school year. A copy of the evaluation shall be transmitted to the probationary certificated employee no later than March 5 of the school year in which the evaluation takes place. Before March 10 of the school year in which the evaluation takes place, a meeting shall be held between the probationary certificated employee and the evaluating administrator to discuss the evaluation.

17.2 Every permanent certificated employee shall be evaluated by the evaluating administrator in writing at least once within a two (2) year period except when Article 17.2.1 applies. Such evaluations shall be based upon no less than one (1) observation per school year by the evaluating administrator. A copy of such evaluation shall be transmitted to the permanent certificated employee not later than May 10 of the school year in which the evaluation takes place. Before May 15 of the school year in which the evaluation takes place, a meeting shall be held by the permanent certificated employee and the evaluating administrator to discuss the evaluation.

17.2.1 A permanent certificated employee who has been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards may be evaluated at least once every (5) years if the evaluating administrator and the certificated employee being evaluated agree. The certificated employee being evaluated agree. The certificated employee or the evaluating administrator may withdraw consent at any time.

17.3 There shall be at least one (1) pre-observation conference per permanent certificated employee each year. For probationary certificated employees, there will be at least two (2) observations during the school year: one (1) at the request of the teacher and one (1) at the request of the principal. All other observations may be unannounced. For permanent certificated employees, there will be at least one (1) observation per school year. This observation will be at the request of the teacher or the evaluating administrator and further observations may be unannounced. No employee shall be asked to alter the daily schedule for the convenience of the observer.

17.4 Both probationary and permanent certificated employees shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file.

17.5 Evaluations shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his/her duties in a satisfactory manner, according to standards prescribed by the Board, the Superintendent or his/her designee shall notify the employee in writing of such fact and describe such unsatisfactory performance.

17.6 Any evaluation which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall participate in a program designed to improve his/her performance. The District will assist the employee in improving such performance. Assistance may consist of attendance

at workshops, classes at a college or the County Department of education, or individual help from a mentor teacher. Any release time, workshop fees, or tuition required will be covered by the District. Should the assistance only be available outside the regular work day, the District will compensate the employee at his/her regular rate of pay. This shall not be construed to include rehabilitative programs for substance abuse.

17.7 Evaluations shall be based upon observations which shall be conducted in the presence of the certificated employee. A standard form for such observations shall be developed between the Administration and the exclusive representative. A standard form for evaluations shall be similarly developed.

17.8 Any member of the unit who receives a negative evaluation shall, upon request, be entitled to a subsequent observation, conference, and written evaluation. Such request must be made within five (5) days following the negative evaluation and shall not affect the District's right to proceed with any dismissal or disciplinary action under California law.

17.9 With the exception of alleged violations of the express procedural provisions of this Article, evaluations shall not be subject to the grievance procedure.

17.10 No evaluation may be based upon an unsubstantiated public charge. No certificated employee shall be dismissed or refused reemployment on the basis of an unsubstantiated allegation in a public charge.

The District will enter into an Administrative Training and Evaluation Program as outlined in SB 813, Article 3, sections 35-42, which amends the Education Code, Sections 44682-44689. Negotiation of teacher evaluation forms and protocol, professional development/collaboration time and standardization of the teacher on-site workday.

17.11 Personnel Files

17.11.1 Materials in personnel files of certificated employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. However, certificated employees shall not have the right to inspect ratings, reports, or records which were obtained prior to the employment of the person, were prepared by an identifiable examination committee member, or which were obtained in connection with a promotional examination.

17.11.2 Information of a derogatory nature, except those materials mentioned in 17.12.1 herein above, shall not be entered or filed unless and until the certificated employee is given notice and an opportunity to review and comment thereon. A certificated employee shall have the right to enter, and have attached to any such derogatory statement, the employee's own comments thereon. Such review shall take place during normal business hours and the certificated employee shall be released from duty for this purpose without salary reduction.

17.11.3 Materials in personnel files shall be kept in confidence and may only be disclosed to the employee or the employee's representative, the Board, appropriate management personnel, or designated agents of the school district.

17.11.4 A representative of an employee may inspect the employee's personnel file if the employee provides the District with a prior written authorization.

18.1 General

18.1.1 A transfer shall be defined as District action which results in the movement of a certificated employee to a different work location. Such transfer may be employee-initiated (voluntary) or District-initiated (involuntary).

18.1.2 The definition of transfer shall not include the reassignment of itinerant certificated employees who report to several building sites, i.e., music teachers, resource specialists, and nurses.

18.1.3 Transfers of certificated employees shall be determined by the Superintendent, subject to Section 35035 of the Education Code and except as modified by this Agreement.

18.1.4 The District and Association recognize and acknowledge that the purpose for transfer(s) include enhancement of the educational programs within this District and to most effectively utilize the professional skills, knowledge, and abilities of the professional staff in the best interests of the District's educational programs.

18.2 Voluntary Transfers

18.2.1 The primary criterion for consideration of a voluntary transfer shall be whether or not the voluntary transfer will serve the best interests of the District as determined by the Superintendent or the Superintendent's designee, with seniority being the deciding factor when all other factors are equal.

18.2.2 A unit member may submit a letter to the district that requests consideration for vacancies that may occur at school sites to be identified in the letter. This request shall be valid for the current school year and vacancies that might occur in the summer months between school years.

18.2.3 A unit member who wishes to be considered for a posted vacancy shall provide written notice of interest to the Superintendent or Superintendent's designee prior to the closing date specified on the notice of vacancy. An e-mail sent from the unit member shall meet the notice of interest requirement. An applicant has the option of additionally submitting a résumé and/or letters of recommendation in support of the application. Unit members who submit a written notice of interest and who meet the minimum qualifications for the position shall be entitled to participate in the interview process.

18.2.4 No teacher shall be unreasonably pressured by the District to seek a voluntary transfer.

18.2.5 The Superintendent shall notify the certificated employee in writing of the decision regarding the employee's request for transfer. A unit member who applies, but is not selected to fill a vacancy shall, upon written request, be provided with written rationale for the denial of the application, and/or an opportunity to discuss the rationale with the Superintendent.

18.3 Involuntary Transfers

18.3.1 Involuntary transfers shall be based exclusively on the education-related needs of the District. They will be initiated and affected within the discretion of the Superintendent. They shall not be punitive or disciplinary in nature, and shall not be based on arbitrary, political, or vindictive reasons. If the need for an involuntary transfer is caused by a surplus of teachers at a particular site or program, the Superintendent shall seek volunteers prior to invoking the involuntary transfer procedures set forth below. Should there be no volunteers, or should a volunteer lack appropriate credentials or program experience, then the least senior teacher at the site with the surplus will be involuntarily transferred unless credential or other educational program factors, as determined by the Superintendent, require the transfer of a more senior teacher. For the purposes of the article, seniority shall mean district seniority.

18.3.2 The following procedures will be used for involuntary transfers:

- 18.3.2.1 Prior to a decision by the Superintendent to involuntarily transfer a unit member, the Superintendent shall schedule a conference with the affected unit member(s) to discuss the involuntary transfer.
- 18.3.2.2 The certificated employee may schedule a conference to discuss the transfer with the Association President and the Superintendent.
- 18.3.2.3 Upon the Superintendent's decision to administratively transfer unit members(s), the Superintendent shall provide written notice of the impending involuntary transfer. This written notice shall contain a statement giving all reasons, including parental complaints, if any, for the transfer. In the event more than one unit member is affected by an involuntary transfer, the District shall utilize its best efforts to give all affected unit members notice of the involuntary transfer decision in the same manner on the same date. Certificated employees who are involuntarily transferred shall have the right to indicate reassignment preferences from a list of available vacancies. If the certificated employee being involuntarily transferred indicates a preference for a vacant position, the Superintendent may transfer that certificated employee to such vacant position whether or not the selection process for such vacant position is continuing. In such case, the District may terminate continuation of the selection process for that previously vacant position.
- 18.3.2.4 Except in cases of emergency, as determined by the Superintendent, involuntary transfers shall not be effected until at least three (3) weeks following the Superintendent's conference with the teacher.
- 18.3.2.5 Whenever both the notice of an involuntary transfer and the implementation of the involuntary transfer occur during the same work year, the unit member shall be allowed one (1) day of paid release time for preparation prior to the effective date of the involuntary transfer, and one (1) day of paid release time for movement of the unit

member's materials. The District shall provide assistance in moving a unit member's materials whenever a unit member is involuntarily transferred.

18.4 Posting of Vacancies

18.4.1 A vacancy is defined as a position which the Board determines to fill due to a resignation, retirement, termination, or a newly created position.

18.4.2 Notices of all vacancies or new positions shall normally be e-mailed to all unit members via a "list serve" provided by the Association and posted for at least ten (10) days on a bulletin board in each building. Such notices shall be posted after the District determines that a vacancy exists and shall include the position, location, grade level or subject matter assignment and credential requirements. Additionally, the District shall post all job openings on the EdJoin website for at least ten (10) days.

18.4.3 Identified, known vacancies for the coming school year shall be posted at each operating school site at least thirty (30) days prior to the close of the current school year. Vacancies developing or known during the summer recess shall be posted at the District office. The Association President shall also be notified, by first class mail, of any and all vacancies at the same time they are posted.

18.5 Applicants Within a Site

18.5.1 Prior to the posting of a vacant position, the site principal shall provide an e-mail notice of the vacancy to unit members assigned to that school site via an e-mail address provided by the unit member.

18.5.2 A unit member at the school site where the vacant position is to occur may indicate their interest in consideration for the position within five (5) duty days of the written notification.

18.5.3 The Superintendent or his/her designee may fill any position with an applicant from the school site prior to officially posting the position. However, if the Superintendent or the Superintendent's designee decide to post the position, unit members from the site who previously indicated their interest in the position and who meet the minimum qualifications for the position shall be entitled to participate in the interview process.

ARTICLE 19

SAFETY CONDITIONS OF EMPLOYMENT

19.1 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended (California Labor Code SS 6300 etc.) and regulations relating thereto (8 Cal. Admin. Code, SS 330 etc.).

19.2 The Superintendent shall be responsible for the promulgation of safety rules for all certificated employees and may appoint a District safety officer to oversee the conditions of the District facilities.

19.3 A certificated employee who becomes aware of a possible hazard to safety within a school building or on the school premises shall inform the building principal in writing.

19.4 A certificated employee may notify the site principal in writing of the specifics concerning an unsafe condition in the District directly affecting the employee's physical welfare. The Superintendent or District Safety Officer shall investigate that reported unsafe condition and advise that certificated employee of any findings and suggested corrective action within ten (10) school days.

19.5 If the Superintendent or District Safety Officer agree with the certificated employee that an unsafe condition exists which directly affects the physical welfare of that certificated employee, the District shall initiate corrective action within forty-five (45) days from the conclusion of the Superintendent's or District Safety Officer's investigation and report the findings to that certificated employee. In the event that corrective action cannot be initiated within the forty-five (45) day period, the Superintendent, District Safety Officer, or principal shall inform the notifying certificated employee of the reason(s) for the delay and provide an estimate of the time necessary to correct said condition.

19.6 Alleged violations of this Article shall not be subject to the grievance procedure within this Agreement or within District policy.

19.7 The District shall provide each certificated employee with a detailed written explanation of the rights and responsibilities of all certificated employees with respect to student discipline and the rights of suspended students. Such explanation shall be presented to certificated employees on or about October 1 of each school year.

19.8 Any certificated employee who suffers the loss of or damage to personal property during the course of the certificated employee's employment may apply for reimbursement under the District's liability insurance policy. Reimbursement, if any, shall be subject to the terms and conditions of the liability insurance policy.

19.9 The District shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth breathers, first aid book, flashlight, basic first aid supplies, emergency toileting supplies, and other items which may be unique to a work location.

19.10 Each classroom and major work area shall have a telephone with monitored central office intercom service and an outside line. The intercom shall be used only for emergency purposes or special announcements. Intercoms and cameras

used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of unit members.

19.11 Trained Bargaining unit members performing specialized healthcare procedures shall receive the specialized medical support stipend of five hundred dollars (\$500) per year and will be prorated based on the number of months that the employee is trained and on-call to provide such services. No other bargaining unit members shall be requested or required to perform such specialized health care.

19.12 Asbestos & Mold Removal

19.12.1 The District shall immediately notify the Association and affected unit members of any findings of friable asbestos and/or mold.

19.12.2 If friable asbestos or mold is found in any District facility, any current or past bargaining unit member who may have been exposed to these elements shall be entitled to one (1) physical examination, through an industrial accident medical provider, for the purpose of testing for asbestos-related illness.

19.12.3 Any sick leave taken in connection with friable asbestos or mold-related illness found in the workplace shall be taken in accordance with Workers Compensation Law.

19.13 School and Personal Property Liability Coverage

19.13.1 The District shall protect bargaining unit members from loss of personal property while acting in the discharge of their duties. The District shall reimburse bargaining unit members for such losses resulting from any property being lost, stolen, damaged, soiled, or destroyed, as per district insurance coverage. Bargaining unit members who use personal property valued at over \$500 while acting in the discharge of their duties shall receive prior written authorization from their site administrator.

19.14 Assault

19.14.1 Unit members shall immediately report cases of an attack, assault or physical threat suffered by them in connection with their employment to their site administrator or immediate supervisor, who shall both promptly report the incident to law enforcement. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the person(s) involved, and shall act in appropriate ways as liaison between the unit member, law enforcement, and courts. The District shall not impose any sanctions against a unit member for reporting the incident.

19.14.2 Upon request, the District shall provide professional development on a voluntary basis to unit members wishing training on how to subdue assaultive pupils, break up pupil fights, and use of conflict intervention skills.

19.14.3 The District shall reimburse unit members for costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance Benefits through the tort claim process.

19.14.4 The District shall provide access to support and resources, to unit members who may be assaulted while in performance of their duties.

20.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under law. Nothing in this provision shall be construed to limit the right of the District to consult with any employee or employee organization on any matter outside the scope of representation.

20.2 Upon request, the Superintendent and selected management team personnel shall meet once each month with Association building representatives and the Association president to insure the smooth implementation of this Agreement. Association representatives shall be released at the end of the teaching day to attend these meetings.

20.3 Review and Consultation Regarding Site Budget/Budget Development

Each site administrator shall present the tentative site discretionary budget plan, including lottery funds, for the upcoming year for discussion and input to interested staff in May or June of each school year. Additionally, the site administrator shall present a budget update for the same purpose within the first forty-five (45) days of the school year.

21.1 General

21.1.1 The District reserves the right to provide for other leaves as may be permitted within the California Education Code, unless expressly limited within this Agreement.

21.1.2 Except as expressly limited by this Agreement, the Board reserves the right to specify the total allowable leave(s), those certificated employees entitled to leave(s), the manner of verifying the legitimacy of the leave(s) taken, and the records maintained regarding such leave(s).

21.1.3 Health and welfare benefits may be elected by the certificated employee during an unpaid leave, provided, however, that the entire costs shall be borne by the employee, and provided further, that participation within such health and welfare benefit plans is permitted by the issuing insurer.

21.1.4 In no event may any leave be applied or used while a work stoppage, strike or other similar concerted, coordinated, or individual activity is in progress, unless sufficient verification as may be required by the Superintendent is provided by the certificated employee.

21.1.5 Misuse of leave shall constitute grounds for discipline. Repeated misuse of leave shall constitute grounds for termination of services.

21.2 Sick Leave

21.2.1 Certificated employees employed five (5) days per week are entitled to ten (10) days sick leave each school year commencing on the first day of employment. Certificated employees employed less than five (5) days per week are entitled to ten (10) days divided by five (5) days and multiplied by the number of days worked per week each school year. Certificated employees who work five (5) days per week but less than a maximum day are entitled to ten (10) days sick leave each school year of the same length worked. Sick leave which is not used shall accumulate from year to year without limit.

21.2.2 When a unit member transfers from one level of assignment to another (i.e. elementary to secondary or secondary to elementary), the unit member's sick bank hours from the previous level will be converted into days and then reconverted into hours at the new level.

21.2.3 At the beginning of each school year, each certificated employee shall be credited with a total number of days of sick leave at differential pay calculated as one hundred ten (110) minus the number of days of the employee's full-pay sick leave "bank." If the employee's full-pay sick leave "bank" equals or exceeds one hundred ten (110) days, he/she shall be credited with no days of differential pay. Differential pay sick leave shall not be cumulative, may be used not more than one hundred ten (110) days per school year, and shall not be used until all full-pay sick leave has been exhausted. The Superintendent may require proof of such illness or injury. "Differential pay" means the difference between the certificated employee's salary and that actually paid or that which would have been paid to a substitute.

21.2.4 Certificated employees absent more than two (2) consecutive days may be required to submit a physician's statement or that of a person authorized by a well organized church or denomination to treat people, certifying that existence and nature of the illness, and when appropriate, when and whether or not the certificated employee will be or is able to resume the regular duties of his/her position. Certificated employees absent more than ten (10) days in any school year may, beginning with the eleventh day of illness and each period of illness thereafter, will be required to submit a physician's statement or that of a person authorized by a well organized church or denomination to treat people, certifying that existence and nature of the illness, and when appropriate, when and whether or not the certificated employee will be or is able to resume the regular duties of his/her position. The District need not assume that a certificated employee's statement establishes disability conclusively, but may require a review and/or examination by a physician selected by the District, at the District's expense, or by a practitioner of the certificated employee's faith selected by the District.

21.2.5 A sick leave absence shall commence when the certificated employee or agent of the certificated employee calls in to report the absence. A sick leave day once commenced may not be reinstated as a working day without the approval of the principal.

21.2.6 Whatever the claim of disability, illness or injury, no day of absence shall be considered a sick leave day, if on that day any certificated employee or representative of the Association has engaged in a work stoppage (concerted, coordinated, individual, or otherwise), provided, however, that a certificated employee who was legitimately absent on a valid sick leave each preceding day or provides such certification as may be required by the Superintendent, may consider the particular day as a sick leave day if otherwise permitted by this agreement.

21.2.7 The District shall provide each unit member with an accounting of the number of days to which the unit member is entitled for the current school year. The District shall provide an accounting of such days to unit members by October 15 of each year.

21.2.8 If a unit member is absent for less than a full day, the sick leave deducted will accurately reflect the amount of time absent.

21.2.9 A member may use sick leave days to care for a member of the immediate family.

21.3 Leaves of Absence for Industrial Accident and Illness

21.3.1 Industrial accident or illness leave of absence of up to sixty (60) days shall be granted to a certificated employee after service of sixty (60) days in the District.

21.3.2 Allowable leave shall not be accumulative from year to year.

21.3.3 Industrial accident or illness leave will commence on the first day of absence.

21.3.4 Payment of wages lost on any day shall not, when added to an award granted the certificated employee under worker's compensation laws for the State, exceed the normal wages for the day.

21.3.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to worker's compensation proceedings.

21.3.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the certificated employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.

21.3.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick and/or vacation leave may be used. A certificated employee shall be entitled to use only as much of the available sick and/or vacation leave which, when added to the worker's compensation award, provides for a full day's wage or salary.

21.3.8 During all paid leaves of absence, certificated employees may endorse to the District the temporary disability indemnity received on account of the employee's industrial accident or illness. The District, in turn, shall issue the certificated employee appropriate salary warrants for payment of his/her salary and shall deduct normal retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by his/her for periods covered by such salary warrants.

21.4 Bereavement Leave

21.4.1 Every certified employee is entitled to a leave of absence, five (5) days, on account of the death of any member of the immediate family. No deductions shall be made from the salary of such employee nor shall leave be deducted from leave granted by other sections of this Agreement.

21.4.2 In cases involving a long-established personal relationship between a certificated employee and another individual, bereavement leave may be granted at the discretion of the Superintendent.

21.4.3 Bereavement leave must be taken at the time of the relevant death.

21.5 Personal Necessity Leave

21.5.1 The Board shall provide for a certificated employee's absence for personal necessity while charging such absence to accumulated sick leave benefits.

21.5.2 Except as expressly limited by this Agreement, the Board reserves the right to specify the manner of proof of personal necessity, the type of situations in which such leave will be permitted, and the total number of sick leave days which may be used in any school year for personal necessity leave.

21.5.3 The total number of days used for personal necessity leave in any school year may not exceed ten (10).

21.5.4 When possible, requests for personal necessity leave shall be submitted to the immediate supervisor for approval, on the district Request for Time-Off form, three days

in advance. The Superintendent reserves the right to verify the appropriateness of the leave.

21.5.5 Advance permission is not required in the following situations:

- (a) Death or serious illness of a member of the certificated employee's immediate family (as defined under Section 1.1.13 herein).
- (b) Accident involving the person or property of the certificated employee, or the person or property of a member of the certificated employee's immediate family.

21.5.6 "Personal necessity" shall be strictly limited to its common and ordinary meaning, to wit: circumstances which are truly unavoidable, beyond the control of the certificated employee and in the nature of compulsion. Leave for personal convenience, civic or nonemergency reasons, or circumstances created by the choice of the certificated employee do not constitute personal necessity leave.

21.5.7 Personal necessity shall not be used in the following cases:

21.5.7.1 On the work day immediately prior to or following a school holiday or break (e.g. summer, Memorial Day, etc.), except in those instances specified in section 21.5.5 (a), 21.5.5 (b), or the exception in section 21.5.7.2.

21.5.7.2 Social event, except in cases of a one-time nature (e.g. graduation, marriage, etc.) involving immediate family members as defined in section 1.1.13. The Superintendent reserves the right to verify the appropriateness of the leave.

21.5.7.3 Work stoppage or concerted or individual refusal or failure to perform services, e.g. a "sick out."

21.5.7.4 Personal necessity days which are taken as described in this section are subject to the provisions of section 21.5.2. "No Tell" days as provided in section 21.5.9 shall not be taken for purposes described in this section.

21.5.8 Personal necessity leave shall be considered on a daily basis, and shall terminate upon the expiration of the existence of that particular personal necessity.

21.5.9 Subject to the following conditions, three (3) days of personal necessity leave may be used annually by each certificated employee for matters of personal importance which may not qualify under the standards set forth in Section 21.5.6 herein above. Such a day of leave requires twenty-four (24) hours prior notice, on the district Request for Time Off form whenever possible, to the immediate supervisor and may not be taken by more than one certificated employee at each elementary site per day, and four (4) certificated employees at the senior high school on any particular day. Personal necessity days as described in this section shall not be taken at the times described in section 21.5.7.1 through 21.5.7.3, nor be subject to the provisions of section 21.5.2. Administrator may not require employee to state the reason for "no tell" leave. "No Tell" leave shall not be denied for refusal to disclose its purpose.

21.6 Maternity/Paternity Bonding Leave

21.6.1 The Board shall provide leaves of absence for any certificated employee of the District whose absence is required by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence shall be granted only in accordance with the provisions of this Agreement applicable to sick leave and uncompensated leaves (section 21.7.3 herein non-applicable).

21.6.2 Notice – A certificated employee whose pregnancy has been verified shall report the condition to their supervisor as soon thereafter as possible and indicate their plans if they intend to request a leave of absence other than that of temporary disability (sick leave) due to pregnancy, miscarriage, childbirth, or recovery there from.

21.6.3 Certification of Fitness – If requested, a pregnant certificated employee shall present to their supervisor a written statement by the employee's physician or the practitioner of a well-organized church or denomination of the employee's physical capacity to perform the duties of the position at the time they notified the Board of the pregnancy and before they resumes their duties following the termination of pregnancy.

21.6.4 Temporary Disability Leave (Sick Leave) The length of the temporary disability leave including the date on which the leave shall commence and the date on which the certificated employee may resume duties, shall be determined by the certificated employee and the physician or practitioner. Disabilities of certificated employees caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

The certificated employee and the employee's physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible, the date on which the pregnancy will disable the employee from the performance of their duties and report that date to the employee's supervisor in order that substitute services may be arranged and the educational program suffer the least interruption. Similarly, the certificated employee and the employee's physician or practitioner shall report the date on which the employee is physically capable of returning to the employee's duties following the termination of the pregnancy.

21.6.5 Uncompensated Leave of Absence – A certificated employee who wishes to be absent from their position before they are disabled by pregnancy, miscarriage, childbirth, or recovery there from, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of this Agreement applicable to uncompensated leave. Such leave shall be unpaid and may be required by the Board, if granted, to commence and terminate at times which will least disrupt the continuity of the District's educational program.

21.7 Uncompensated Leaves

21.7.1 The Board will consider on an individual basis, a request by a certificated

employee for an uncompensated leave of absence.

21.7.2 An uncompensated leave of absence may be granted for a period of up to one (1) school year. A certificated employee may request that an uncompensated leave be granted for an additional year.

21.7.3 Except in cases of emergency, a request for uncompensated leave shall be made to the Superintendent at least six (6) weeks in advance of the desired start date.

21.7.4 While on uncompensated leave, an employee shall be entitled to insurance benefits provided to employees of like status if the employee pays the premiums therefore and the employee is eligible under the terms of the insurance carrier.

21.7.5 The Board is not required by this section to grant requests for uncompensated leave. However, should the Board grant an uncompensated leave to a particular certificated employee, such action shall not obligate the Board to grant a subsequent request for uncompensated leave to any other certificated employee.

21.8 Child-Rearing Leave (Long Term)

21.8.1 Upon request, the Board may grant a certificated employee who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing the employee's infant or adopted child. Such leave, if granted, may remain in effect until the second September following the birth or adoption of the child.

21.8.2 A certificated employee requesting a long-term child rearing leave shall petition the Board for such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. In cases of unforeseen circumstances, the four (4) week notification may be waived.

21.9 Adoption Leave

21.9.1 A certificated employee who is adopting a child may use personal necessity leave for the purpose of caring for the needs of the adopted child at the time of placement.

21.10 Paternity Leave

21.10.1 A certificated employee may use personal necessity leave to care for the employee's newly born child or the mother of the child during childbirth or recovery therefrom.

21.11 Health Leave

21.11.1 Upon request, the Board may grant a certificated employee an unpaid leave of absence for health reasons. Such leave shall be for one (1) school year or the remainder of the school year.

21.11.2 Eligibility for health leave shall be verified in accordance with the medical certification requirements contained in the sick leave provisions of this Agreement.

21.11.3 At the conclusion of a year's health leave, if the certificated employee is still unable to return to duty, the Board may extend the leave for one (1) additional year.

21.12 Religious Leave

21.12.1 Each certificated employee shall be entitled to three (3) days of unpaid leave each school year to observe religious holidays.

21.13 Sabbatical Leave

21.13.1 Sabbatical leave of absence is an opportunity accorded to qualified certificated employee and is provided for as a leave of absence not to exceed one (1) year for the purpose of permitting study or travel by the certificated employee which will benefit the schools and the pupils of the District.

21.13.2 Qualifications for Sabbatical Leave

21.13.2.1 Service. A certificated employee is eligible to apply for a one (1) year leave, a one (1) semester leave, or a leave for two (2) nonconsecutive semesters within a three (3) year period of time after the completion of each seven (7) consecutive years of teaching in the District. Absence from service on a leave granted by the Board shall not constitute a break in service for the establishment of eligibility for a sabbatical leave, but it shall not be counted as one (1) of the seven (7) consecutive years.

Qualifying service shall be construed at seventy-five (75%) percent of the teaching days for each school year. absence from service of the District for a period of not more than one (1) year under a leave of absence, without pay, granted by the Board for services under a nationally recognized fellowship or foundation for research, teaching, or lecturing shall not be deemed a break in the continuity of service required and shall be included as a year of service in computing the seven (7) years of service required.

21.13.2.2 Frequency – Certificated employees may apply for not more than one (1) sabbatical leave for each seven (7) year period of eligible service. This applies equally to a full-year leave, a one (1) semester leave, or a nonconsecutive two (2) semester leave.

21.13.2.3 Standard of Service – Any year after the first two (2) years of service in the District in which the employee receives an evaluation report of less than "satisfactory" shall not be included as one (1) of the seven (7) consecutive years of service required, although such a year shall not be considered a break in the continuity of the service.

21.13.3 Types of Sabbatical Leaves

21.13.3.1 Program – The applicant will submit a statement of the program that he proposes to follow while on leave to meet the purposes of sabbatical leave. The program of the applicant must be such as to assist the employee in becoming a better informed, better prepared, and more effective teacher which will contribute immediately in some identifiable manner to the benefit of the educational program for students.

21.13.3.2 Advanced Academic Study or Travel – Applicants for sabbatical leave

under this section shall submit a detailed program of academic study and pursue a full load or the equivalent thereof. (This may vary considerably according to the plan of the applicant -- an advanced degree, another credential, a research problem, etc.)

21.13.3.3 Professional Study Projects – An applicant for a sabbatical leave under this section shall submit a detailed statement of the professional study project to be undertaken. While such studies need not be undertaken under the auspices of a collegiate institution, they must constitute an organized program of full-time study or research designed to enhance the certificated employee's performance in the employee's area of specialization.

21.13.3.4 Combination Leave – Subject to Board approval, an applicant may receive a sabbatical leave in combination of any of the above-stated sections.

21.13.4 Sabbatical Leave Requirements

21.13.4.1 Return to Service – The certificated employee must agree in writing to return to service in the District for a two (2) year period after the completion of the sabbatical leave.

21.13.4.2 Reports of Completion – Upon completion of the leave and within sixty (60) days of the certificated employee's return to duty, the certificated employee shall submit to the Superintendent transcripts of records of work taken and grades earned or a summary of their study or project together with a statement of the educational growth believed obtained and any other evidence which may indicate that the certificated employee has met the objectives stated in their application. The requirements of the sabbatical leave shall not be considered complete until the certificated employee's report has been reviewed by the Superintendent and the Board.

21.13.4.3 Application for Sabbatical Leave – Sabbatical applications should be submitted to the Superintendent by January 1, of the year preceding the school year for which a full year's leave is desired, or at least five (5) months preceding the date of beginning a full semester leave.

21.13.5 Procedures for Approval of Leave

21.13.5.1 Typewritten proposals submitted with the application for sabbatical leave shall include:

- (1) Statement of purpose;
- (2) Description of the activities planned during the leave;
- (3) Contribution of the leave to both the improvement of the certificated employee and the education of students; and,
- (4) Procedure to be used in reporting the results of the leave.

21.13.5.2 All proposals shall be submitted to the Superintendent who shall make a recommendation concerning approval of the proposal to the Board.

21.13.5.3 The number of certificated employees on sabbatical leave shall be at the discretion of the Board.

21.13.5.4 If a certificated employee fails to follow the program for which he was granted a leave of absence, all salary paid to such certificated employee during the leave shall immediately become due to the District.

21.13.5.5 Should the certificated employee elect to take the sabbatical in a part of the world where the District paid insurance is not valid, the school District may elect to pay an equal premium for another health and accident insurance policy valid outside the United States, or the District may pay the amount of the premium of the District group health policy to the certificated employee in cash; and the employee shall select and pay for an insurance policy. A copy of said insurance policy shall be filed with the District.

21.13.5.6 Both the Board and the District shall be freed from any liability for payment of any compensation or damages provided by law for the death or injury of any certificated employee of the District when death or injury occurs while the employee is on a sabbatical leave.

21.13.6 Compensation While on Sabbatical Leave

21.13.6.1 A certificated employee while on a full-school year sabbatical leave shall receive fifty (50%) percent of the contracted salary the employee would have received had the employee been serving in their regular assignment in the District.

21.13.6.2 A certificated employee on a full one (1) semester leave shall receive fifty (50%) percent of the contracted salary the employee would have received had the employee been in their regular assignment in the District.

21.13.6.3 The salary granted the certificated employee on leave may be paid in either of two (2) ways:

- (1) The salary may be paid in two (2) equal annual installments during the first two (2) years of service rendered in the employ of the Board following the return of the employee from the leave of absence.
- (2) The salary may be paid in the same manner, although not in the same amount, as if the certificated employee were teaching in the District upon furnishing, by the employee, a suitable bond indemnifying the Board against loss in the event that the certificated employee fails to render at least two (2) years of service in the District following the return of the certificated employee from the sabbatical leave.

21.13.7 Effect of Leave on Salary Increments and Retirement

21.13.7.1 The leave of absence shall be considered as time in service to the District for salary schedule purposes, and the certificated employee shall not suffer any loss of increment or class changes due the employee. Further, the employee shall be subject to the existing salary schedule upon the employee's return.

21.13.7.2 The leave of absence shall be considered as time in service in the District for retirement purposes. Retirement deductions will be made in proportion to the salary received.

21.13.8 Board Action

21.13.8.1 Compliance with the requirements stated in this section does not imply granting of sabbatical leave. The decision rests solely with the Board.

21.13.9 Reinstatement After Sabbatical Leave

21.13.9.1 At the expiration of the sabbatical leave of the certificated employee, the employee shall, unless the employee agrees otherwise, be reinstated in the position held by the employee at the time of the granting of that sabbatical leave.

21.14 In-Service Leave

21.14.1 A certificated employee may request paid leave each school year for the purpose of improving the employee's performance. Such leave shall be used to visit classes in other schools, to attend workshops related to the employee's performance, or to attend any other district approved educational function.

21.15 Jury Duty and Judicial/Official Appearances

21.15.1 Certificated employees shall be entitled to leave without loss of pay to appear in court as a witness, pursuant to a lawful order of the court, other than as a litigant, or to respond to an official order from an authorized governmental agency, or to serve as a juror. The reasons for the certificated employee's appearance shall not be brought about through the connivance or misconduct of the certificated employee.

21.15.2 Any jury fees or witness fees received by the certificated employee shall be remitted to the District (excludes mileage and parking fees).

21.16 A.B. 109 Leave

21.16.1 Unit members may use up to six (6) days of sick leave in any calendar year to care for an ill child, parent, or spouse.

21.17 Catastrophic Leave

21.17.1 A "catastrophic illness or injury" means a non-occupational, physical illness or injury that is expected to incapacitate the employee for an extended period of time and taking extended time off work creates a financial hardship for the employee because the employee has exhausted all of the employee's fully paid sick leave. A "catastrophic illness or injury" shall also mean a non-occupational, physical illness or injury that incapacitates a unit member's spouse, natural child or adopted child who resides with the unit member, mother, or father requiring the unit member to take time off from work for a period of time for that family member beyond the leave to which the unit member is entitled under Articles 21.5.5(a) and 21.16.

21.17.2 Members of the bargaining unit are eligible to participate in the catastrophic leave benefits program if they met the following criteria:

21.17.2.1 The unit member must have donated a minimum of the equivalent of one work day of sick leave during the open enrollment period for the catastrophic leave program year in which the absence resulting in unit member's request for catastrophic leave first began. The open enrollment period for each school year shall begin on September 1 and conclude on September 30 of each school year, with the catastrophic leave program year commencing October 1 and ending the following September 30. A donation form (Appendix G) will be provided to unit members in time for it to be completed and submitted to the District Office by September 30. Sick leave donations made pursuant to this provision are irrevocable.

The exception to this requirement shall be any unit member who was absent due to an approved catastrophic illness allowed under this agreement at the time of the adoption of this agreement. If, after one or more unit members receive the benefits of this agreement pursuant to this provision, there are any sick leave days remaining in the bank, META's pro-rata share of those days will remain in the new catastrophic leave program.

21.17.2.2 Days shall be contributed to the bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

21.17.3 Applications for catastrophic leave benefits shall be considered by a Catastrophic Leave Committee comprised of a designee from the District Administration, the META President, and one designee appointed by META. Decisions of the Committee shall be by consensus; however, if a consensus is not achievable, the decision of the Committee shall be determined by a vote of the Committee. The decisions of the Committee shall be final, and are not subject to appeal or the provisions of the grievance procedure contained within this Agreement.

21.17.4 Members of the bargaining unit eligible to participate in the program, as specified in Article 21.17.2, shall be awarded catastrophic leave benefits in accordance with the following conditions and provisions:

21.17.4.1 The unit member must have suffered a "catastrophic illness or injury" as defined by Article 21.17.1.

21.17.4.2 The Catastrophic Leave Committee must determine that the unit member is unable to work because of the member's catastrophic illness or injury, after adequate proof of illness has been provided in accordance with Education Code section 44043.5, to include but not be limited to, a doctor's verification of illness and declaration of compliance with the requirements for this leave.

- 21.17.4.3 When catastrophic leave is applied against a differential leave day, catastrophic leave shall be debited from the bank in half-day increments to make a differential day a fully paid leave day.
- 21.17.4.4 Catastrophic leave will be granted in increments of up to fifteen (15) full days (30 differential days), and up to a maximum of forty-five (45) full days (90 differential days). Upon request by the employee, the Catastrophic Leave Committee may grant additional days only if the Committee reaches consensus that additional days should be granted. The nature of the initial request, as well as the number of days available from the bank, may be taken into consideration such a request.
- 21.17.5 An employee receiving paid leave pursuant to this section, whose leave extended from one school year to the next, shall use any newly accrued annual sick leave credits prior to receiving additional paid leave pursuant to this section.
- 21.17.6 The Catastrophic Leave Committee shall annually calculate and report the number of sick leave days available in the catastrophic leave program after the end of the open enrollment period. In the event that an annual open enrollment period ends and there are fewer than thirty (30) days of sick leave available, the Catastrophic Leave Committee may offer another thirty (30) calendar day enrollment period for seeking additional donations.
- 21.17.7 The Catastrophic Leave Committee may suspend an ensuing open enrollment period if the number of days accumulated in the Bank reaches or exceeds 200 days. Any unit member who has not contributed to the Bank may contribute during this suspended enrollment period. Current eligible unit members will remain eligible until the next open enrollment period.
- 21.17.8 An employee who retires from the District may voluntarily donate up to three (3) days of their accumulated sick leave to the Catastrophic Leave Bank.
- 21.17.9 The Association agrees to indemnify and hold harmless the District from any loss or damages resulting from the catastrophic leave program.

ARTICLE 22.

GRIEVANCE PROCEDURE

22.1 Definitions

"A Party In Interest" - A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

"Aggrieved" - A certificated employee or the Association asserting a grievance is referred to as the aggrieved.

"Claim" - The assertion of a grievance by one (1) or more certificated employees.

"Days" - Days as used herein shall mean school duty days for certificated employees.

"Exclusive Representative" - Exclusive Representative means the Association.

"Grievance" - A grievance is an assertion by one (1) or more certificated employees or the Association that there has been a violation, misapplication, or misinterpretation of the express terms of this Agreement which personally and adversely affects the certificated employee(s) filing the grievance. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

"Representative" - A representative is a fellow employee, administrator, agent of Exclusive Representative, or legal counsel who may represent any party in interest at his/her election.

22.2 Purpose

The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievance outside the structure of the grievance procedure.

22.3 Procedure

22.3.1 Level I - School Principal

22.3.1.1 Within ten (10) days after the aggrieved certificated employee has knowledge of or reasonably should have knowledge of existence of a grievance, the grievant shall request, in writing, that the grievance be discussed with the aggrieved person's principal, with the objective of resolving the matter informally. Failure to timely submit the grievance shall waive that grievance and any and all rights and remedies related to that grievance.

22.3.1.2 In the event that the aggrieved person is not satisfied with the disposition of the grievance, the aggrieved person may submit the claim as a formal grievance in writing to the principal. The aggrieved shall use the form approved for the filing of grievances to initiate this process. (A copy of the Grievance Form is attached as Appendix B). The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged

to have been violated, misapplied, or misinterpreted, the circumstances involved, and the specific remedy sought. The substance of the written statement/ allegations shall not be changed at later levels of the grievance and arbitration procedures, as described in this Article.

22.3.1.3 If the aggrieved person has not filed a formal grievance, in writing and on the Grievance Form, within ten (10) days after speaking with the principal informally, the grievance will be deemed to have been waived. The principal shall within ten (10) days render their decision and the reasons therefore, in writing, to the aggrieved person and the Exclusive Representative.

22.3.2 Level II - Superintendent or Superintendent's Designee

22.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) days after the presentation of the grievance in writing, the aggrieved person may forward the written grievance to the Superintendent within ten (10) days after receipt of the decision at Level I, or fifteen (15) days after the grievance was presented, whichever is sooner.

22.3.2.2 Within fifteen (15) days after receipt of the written grievance by the Superintendent, the Superintendent or the Superintendent's designee shall meet with the aggrieved person and representative (if desired) in an effort to resolve the matter.

22.3.2.3 Within ten (10) days after meeting with the aggrieved, the Superintendent shall transmit a copy of the grievance and the resolution of it to the Exclusive Representative and the aggrieved.

22.3.2.4 Mediation of Grievance (Optional) – Prior to the submission of a grievance to Level III, the parties to the grievance procedure may mutually agree to utilize the services of the State Mediation and Conciliation Service (SMCS) for mediation and recommendation regarding the outcome of the grievance. Any agreement for mediation shall be reached within the time limits specified for appeal to Level III. If mediation is agreed to, the time limits for appeal to Level III shall commence to run effective on the first duty day following the final mediation session.

22.3.3 Level III - Arbitration

22.3.3.1 If the aggrieved is not satisfied with the disposition of the grievance at Level II, or the time limits expire without the issuance of the Superintendent's written reply, the Association may within ten (10) days of the disposition of the grievance at Level II, or the expiration of the time limit for the issuance of the Superintendent's written reply, notify the District in writing of its decision to submit the grievance to

arbitration. In such case, the Association shall within fifteen (15) days of the Association's written notice request a list of arbitrators from the SMCS in accordance with SMCS procedures.

22.3.3.2 The parties shall not be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.

22.3.3.3 Unless the parties mutually agree upon a particular arbitrator, an arbitrator shall be selected by the following procedure:

22.3.3.3.1 A representative of the Association and the Board's representative shall select the arbitrator from the SMCS's list by eliminating names until one (1) remains. The first option of elimination shall alternate. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from the SMCS by both parties.

22.3.3.3.2 All grievances which reach the arbitration level shall be numbered consecutively. The District will have the right to eliminate the first name upon odd numbered grievances; the aggrieved will have the right to eliminate the first name within even numbered grievances.

22.3.3.4 Once the arbitrator has been selected, hearing shall commence at the convenience of the arbitrator and the parties.

22.3.3.4.1 Motion to Dismiss. The District may bring a motion to dismiss, claiming that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot.

22.3.3.5 Limitations on Arbitrator

22.3.3.5.1 The arbitrator shall conduct the hearing in accordance with this Agreement and with the voluntary arbitration rules of the SMCS.

22.3.3.5.2 The hearing need not be conducted by technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The statutory and common law rules of privilege shall apply.

- 22.3.3.5.3 The arbitrator may hear and determine only one grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- 22.3.3.5.4 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement in the respect alleged in the grievance, and shall not therefore render any decision or award, or fail to render any decision or award, merely because in their opinion such decision or award is fair and equitable.
- 22.3.3.5.5 The arbitrator shall consider only the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and any arguments presented in briefs.
- 22.3.3.5.6 The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of the procedure.

22.3.3.6 Each party shall bear the full cost of its representation in the arbitration. If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript. If both parties request a transcript, the total cost of the two (2) transcripts shall be divided equally between the District and the Association. The cost of the arbitrator shall be divided equally between the District and the aggrieved, between the District and the Association, provided, however, that should a cancellation fee be assessed, that party causing the cancellation fee shall bear the full, total cost of that cancellation fee.

22.3.3.7 Decision of the Arbitrator

- 22.3.3.7.1 Within thirty (30) days after the conclusion of the hearing, or as otherwise agreed upon between the arbitrator, the Association and the District, the arbitrator shall render an award in writing to the Association and the District.
- 22.3.3.7.2 No decision of the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the (10) day period specified in Level I of the grievance procedure.

22.3.3.7.3

The decision of the arbitrator shall be binding on the parties.

22.4 General Provisions

- 22.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 22.4.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the last duty day of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed, if possible, prior to the end of the school year, or as soon thereafter as it is practical.
- 22.4.3 A certificated employee may be represented at all stages of the grievance procedure by themselves or, at the certificated employee's option, by a representative of their choice, and the certificated employee may change the designation of a representative at any level during the grievance process.
- 22.4.4 Aggrieved individuals not under the supervision of a principal may initiate the grievance at Level II.
- 22.4.5 Forms for filing grievances will be prepared by the Superintendent. Copies will be available in each principal's office and in the District office.
- 22.4.6 A decision rendered at any level shall be considered final unless an appeal is filed, in writing, by the aggrieved, within the time limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 22.4.7 Neither the Board nor any certificated employee shall take reprisals affecting the employment status of any certificated employee, any party in interest, or any other participant in the grievance procedure by reason of such participation.
- 22.4.8 Reasonable periods of release time as determined by the Superintendent shall be granted for purposes of processing grievances.
- 22.4.9 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.
- 22.4.10 Action by a certificated employee to challenge or in any way change the provisions of this Agreement is not within the scope of the grievance procedure.
- 22.4.11 Any employed certificated employee may file grievances in accordance with this agreement and have such grievances adjusted without the intervention of the Exclusive Representative, provided, however, that the requested remedy

shall not be granted until the Exclusive Representative has received a copy of the grievance and the District's proposed resolution, and has been given an opportunity to respond as to why the remedy requested should not be granted.

22.4.12 The Superintendent, the aggrieved, and the Exclusive Representative agree to make available to all in interest all pertinent information not privileged under law which is relevant to the issues raised by the grievance.

22.4.13 If a grievable act originates at a level above the immediate supervisor, the grievance process shall start at Level 2.

ARTICLE 23.

EFFECTS OF AGREEMENT

- 23.1 All conditions of employment and general working conditions within the scope of meeting and negotiation pursuant to Government Code §§ 3450 etc., in effect in the District prior to and at the time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or implied to provide certificated employees with professional or other advantages heretofore enjoyed unless expressly stated herein.
- 23.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. Except for new contract negotiations, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, i.e., during the term required, unless expressly stated otherwise within this Agreement, upon matters involving definitions of terms, negotiations procedures, union recognition, management rights, organizational security, scope, wages, hours of employment, health and welfare benefits, leaves, transfers, reassignments, class size, evaluation procedures, grievance procedures, safety conditions, effect of agreement, no-strike provision, terms of agreement and the like.
- 23.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, sections, or clause.
- 23.4 Any individual contract between the Board and an individual certificated employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its stated term, shall be controlling.
- 23.5 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through peaceful means, through meeting and negotiating, and pursuant to the methods available within this Agreement. Therefore, it is agreed that the District and the Association will support this Agreement for its term. It is further agreed that the Association will assume primary responsibility for monitoring the overt activities of its members, its employees, and the members of the bargaining unit as they affect the management and/or operation of this District.

- 23.6 There shall be two (2) signed copies of this final Agreement for record-keeping purposes. One (1) shall be retained by the District and one (1) by the Exclusive Representative. The District shall provide the Association with fifteen (15) additional copies of the Agreement.
- 23.7 Preparation of Agreement – The Board shall provide one copy of this Agreement for each certificated employee currently employed and for each newly employed unit member.

ARTICLE 24.

NO-STRIKE PROVISION

- 24.1 The District and the Exclusive Representative recognize that the continuation of the educational processes is of utmost importance and that differences between the parties hereto shall be settled by peaceful means without interruption of the educational process. Accordingly, in consideration of the terms and conditions of this Agreement, the Exclusive Representative, its agents and/or its employees, shall not condone any strike, work stoppage, "slow down", "sick out", or any other such concerted or coordinated refusal or failure to perform work as required in this Agreement. The Exclusive Representative and its agents will undertake to exert their best effort and its agents will undertake to exert their best effort to discourage any such acts by any employee in the unit.
- 24.2 Violation of this Article by the Exclusive Representative, its agents, or by any person covered by this Agreement shall constitute evident unfitness for service and just cause for dismissal or other discipline and/or penalties to be determined by the Board.
- 24.3 The Exclusive Representative recognizes and acknowledges the District's right to enforce this provision by any available legal, nonviolent means.
- 24.4 The District may, at its option, withdraw any privileges, benefits, or rights provided for in this Agreement, of any employee or employee organization that violates this Article.

ARTICLE 25.

WAGES

25.1 Salary Schedules

The salary schedule for certificated bargaining unit members is attached as Appendix C, and is incorporated into this Agreement by reference. All years of teaching experience credited upon initial hire will count toward advancement on the salary schedule.

25.1.1 At the high school, the ASB Advisor, the Athletic Director, and the FFA Advisor will receive one prep period per day, per term for duties related to their positions in addition to their prep period (effective 2022/2023 school year).

25.2 Extra Duty Pay Schedule

The extra duty pay schedule is attached hereto marked as Appendix D.

25.3 Part-Time Compensation

Part-time certificated employees shall be compensated by a pro rata share of the salary the certificated employee would have been earning had the employee been placed on full-time teaching assignment.

25.4 Military Service Credit

Active military service after December 8, 1941, shall be allowed to the extent of one step for each two years of verified service to a maximum of two steps full-time credit.

25.5 Horizontal Movement on the Salary Schedule

The Board encourages all certificated employees to improve their skills through advanced training, and as an inducement thereto, provides extra compensation for those who do so successfully. The Board delegates to the Superintendent the responsibility for assuring the certificated employees comply with the following regulations when claiming credit for advanced studies:

25.5.1 Courses shall have been given at an accredited institution.

25.5.2 Courses shall be those offered for the attainment of a related graduate degree, credential, certification, education course, or those specialized courses directly related to the certificated employee's duties.

25.5.3 Courses submitted for salary schedule credit shall be subject to final approval by the Superintendent or the Superintendent's designee. It is recommended that proposed units be submitted by the unit member to the Superintendent or the Superintendent's designee for approval prior to the commencement of course work.

25.5.4 A unit member seeking salary schedule column advancement effective the beginning of the school year shall inform the district by May 15th of the previous year and submit transcripts for courses, or other bona fide evidence of course completion to the Superintendent no later than September 15 of the school year. Evidence of course credit submitted between September 16 and February 1 shall

be eligible for column movement effective February 1 of the school year.

25.5.5 A unit member shall be limited to a change of one column per salary schedule advancement for a maximum to two column changes in a year. Example: Unit member submits 30 units of credit by Sept. 15. The unit member will advance one (1) column on the salary schedule effective Sept. 1 and one (1) additional column on the salary schedule effective Feb. 1.

25.6 Mileage

Any unit member required to use the member's personal automobile in the performance of assigned duties shall be reimbursed at the prevailing Internal Revenue Service rate.

25.7 Summer School

Certificated employees who teach summer school class shall be compensated as provided in the extra duty pay schedule, attached as Appendix D.

25.8 Home Instruction

Certificated employees who are assigned home instruction classes by management shall be compensated as provided in the extra duty pay schedule, attached as Appendix D.

25.9 Attendance Incentive

As an incentive for better attendance, the District will provide a stipend for perfect attendance, only one absence, or only two absences. For purposes of this incentive only paid leave will be counted; release time and unpaid leave will not be included.

25.9.1 For perfect attendance the District will provide the certificated employee with a stipend of \$300.

25.9.2 For using only one (1) day of paid leave the District will provide the certificated employee with a stipend of \$200.

25.9.3 For using only two (2) days paid leave the District will provide the certificated employee with a stipend of \$100.

25.10 Adult School

Adult education teachers will be paid as provided in the extra duty pay schedule, attached as Appendix D.

25.11 CTE Director, Career Technical Education Director

The CTE Director will be paid as provided for in Appendix D Extra Pay schedule.

25.12 Bilingual Stipend

25.12.1 A member of the bargaining unit who holds a valid teacher credential and who has acquired bilingual proficiency, as evidenced by the acquisition of a Specialist Credential in Bilingual Cross-cultural Emphasis, or Bilingual Cross-cultural, Language, and Academic Development (BCLAD) authorization issued by the Commission on the Teacher Credentialing, shall receive an annual stipend of Five Hundred Dollars (\$500).

Any such credential or certificate must be on file with the Personnel Office and recorded with the San Diego County Office of Education. Failure to comply with this requirement shall result in a forfeiture of the Bilingual Stipend for the period of time in which the credential or certificate is not current, valid, and recorded.

25.13 Master's Stipend

25.13.1 Unit members possessing a master's degree shall receive an annual academic stipend of \$1,200.00, paid tenthly. Increases in the salary schedule shall be applied to this stipend.

25.13.2 Effective July 1, 2017, unit members possessing a doctoral degree or current National Board Certification shall receive an annual stipend of \$500.00 paid tenthly, with salary increase applied to this stipend. Teachers possessing a Doctoral Degree will be placed in Column 6B of the current salary schedule and receive the Doctoral stipend.

25.14 Longevity Stipend

Unit members will receive a yearly longevity stipend of \$3,000 the beginning of 25 years of service as a teacher in public education. Members will receive an additional longevity stipend of \$3,000 (for a total of \$6,000) the beginning of 30 years of service as a teacher in public education.

25.15 Elementary Combo Class Stipend

Unit members will receive a yearly combo class stipend of \$2,100, paid out per trimester at \$700 each trimester that a teacher has a combo class configuration for all or part of the trimester.

25.16 Specialized Healthcare Stipend

Trained Bargaining unit members performing specialized healthcare procedures shall receive the specialized medical support stipend of \$500 per year and will be prorated based on the number of months that the employee is trained and on-call to provide such services. No other bargaining unit members shall be requested or required to perform such specialized health care.

ARTICLE 26.

PARENTAL COMPLAINTS

- 26.1 Complaints by parents or guardians of pupils enrolled in the District, regarding unit members, shall be addressed within five (5) duty days by the site personnel having the responsibility to process such complaints.
- 26.2 In the event the complaint involves a unit member assigned to a particular school site, the complaint shall be initially processed by that school site principal or other on-site supervisor who has primary responsibility for evaluating the employee who is the subject to the complaint.
- 26.3 The school site administrator shall meet with the complainant and the unit member for the purpose of determining whether or not the matter may be informally resolved. Such meeting shall be scheduled within (10) duty days of the presentation of the complaint to the site administrator.
- 26.4 In the event that the matter is not informally resolved during or following the discussion with the immediate supervisor, the matter shall be referred to the Superintendent. The Superintendent shall not consider the matter unless it is reduced to writing by the complainant. The Superintendent or the Superintendent designee shall conduct an appropriate investigation, conferences, and/or meetings, or engage in other appropriate methods to determine the validity of the complaint and to attempt to resolve the complaint to the satisfaction of all concerned parties. The Superintendent shall inform the unit member, in writing, of their conclusions regarding the merits of the complaint. In the event the Superintendent determines the complaint shall give rise to a written reprimand or other form of serious discipline, the Superintendent shall inform the unit member of such decision. The Superintendent's decision shall be in writing and shall be accompanied by a proof of service by mail.
- 26.5 In the event the complainant and/or the unit member is not satisfied with the decision of the Superintendent regarding the complaint, the unit member or the complainant shall have the opportunity to appeal the complaint to the Governing Board. Such appeal must be requested within ten (10) duty days of the date of the Superintendent's decision and the proof of service thereof.
- 26.6 The Governing Board shall consider the written complaint in closed session. The complainant and the unit member against whom the complaint is directed shall be given an opportunity to present their positions. The Governing Board shall thereafter issue a decision, which decision shall be final, subject to the legal rights of either party to review the matter.
- 26.7 The contents of and processing of complaints under this article shall be deemed "confidential" and shall be disclosed only to those individuals who possess the legal right to participate in the processing of such complaints.
- 26.8 Provisions of this article shall be inapplicable in those instances in which the subject matter of the complaint involves potential criminal misconduct on the part of the unit member.

- 26.9 In the event the complainant will not prepare the complaint in written form, the District will cease to process the complaint.
- 26.10 In the event the site administrator, the complainant or the unit member is unavailable to conduct or attend a scheduled meeting regarding the complaint due to illness or other reasonable cause, the time limits provided for in the Article shall be extended for an appropriate period of time.

27.1 General Provisions

27.1.1 The Association recognizes that the District has the right and responsibility to take disciplinary action when there are instances of misconduct. In exercising this responsibility, the District agrees to progressive discipline, except where the severity of the offense requires otherwise. Progressive discipline will normally include the following steps: a) verbal warning; b) written warning; and c) letter of reprimand. In all instances, the discipline applied must be commensurate with the severity of the offense, be for just cause, and include due process.

27.1.2 This Article is to establish the grounds and procedures for the suspension of certificated unit members for up to fifteen (15) unit member work days. Suspension may be without pay but shall not reduce or deprive the unit member of health and welfare benefits. All unit members shall be subject to dismissal as provided by law.

27.2 Grounds for Suspension of Unit Members

27.2.1 The grounds for suspension of unit members are unprofessional conduct, dishonesty, unsatisfactory performance, persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the Board of Education, and violation of Education Code section 51530.

27.3 Procedures for Suspension of Unit Members

27.3.1 The District shall notify the unit member, in writing, of any proposed suspension. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the proposed suspension is based, and a statement of the rules, regulations, or statutes which the unit member is alleged to have violated. The parties shall endeavor to keep confidential all information or proceedings regarding any such actual or proposed suspension.

27.3.2 The unit member may demand a hearing to contest the proposed suspension. A demand for hearing must be received by the District within ten (10) unit member work days from the time the written notification provided pursuant to Article 27.3.1 is served on the unit member. Such demand must be made in writing. Failure to demand a hearing within the timeline provided in this section shall constitute a waiver of the unit member's right to a hearing, and shall authorize the District to impose the proposed suspension.

27.3.3 Hearings shall be conducted by an arbitrator chosen accordance with the procedures and timelines provided in Article 22.3.3 of this Agreement. The hearing shall include the right to representation by the Association or legal counsel, the right to confront and cross-examine all witnesses upon whom the District relies, and the right to present evidence and arguments in support of the unit member's position. Technical rules of evidence shall not apply in the hearing, but the decision to impose a suspension shall not be based solely on hearsay evidence.

ARTICLE 28.

PEER ASSISTANCE AND REVIEW

28.1 Preamble.

- 28.1.1 The (Association) and the (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of a program, as provided by Chapter 4 of the Statutes of the 1999-2000 first Extraordinary Session, to provide assistance to permanent teachers employed by the District who are in need of development in subject matter knowledge and/or teaching strategies or skills, as well as to those who wish to voluntarily participate in professional development pursuits in order to improve the quality of instruction through expanded and improved professional development and peer assistance.
- 28.1.2 This program shall hereinafter be entitled the Peer Assistance and Review Program (PAR or Program).

28.2 PAR Council

- 28.2.1 The PAR Council shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association through a process which requires the input and feedback of all unit members. At least two classroom teacher members shall be from elementary education and at least one shall be from secondary. No more than one member shall be from the META Executive Board at the time of selection. The District shall choose the administrators of the PAR Council. At least one administrator shall be from an elementary site, and at least one shall be from a secondary site. Decisions shall be made by consensus when possible. When consensus is not reached, action by the PAR Council shall require an affirmative vote of five of its seven members.
- 28.2.2 PAR Council teacher members will serve for a three-year term. The terms shall be staggered. Initial terms shall be four years for one member, three years for one member, two years for one member and one year for one member. No teacher may serve for more than two consecutive terms.
- 28.2.3 The PAR Council shall establish its own meeting schedule. To meet, five of the members of the PAR Council must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the PAR Council shall be released from their regular duties to attend meetings, without loss of pay or benefits.
- 28.2.4 The PAR Council shall be responsible for the following:
 - 28.2.4.1 Providing training for the PAR Council members.
 - 28.2.4.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 - 28.2.4.3 Selecting the panel of Consulting Teachers.

- 28.2.4.4 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
 - 28.2.4.5 Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - 28.2.4.6 Making available a list the panel of Consulting Teachers to the Participating Teacher and assign Consulting Teachers to Participating Teachers after considering the preference of the Participating Teacher, if any.
 - 28.2.4.7 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - 28.2.4.8 Make available, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 - 28.2.4.9 Establishing a procedure for application as a Consulting Teacher.
 - 28.2.4.10 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
 - 28.2.4.11 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
 - 28.2.4.12 Annually evaluating the impact of the PAR program in order to improve the program.
- 28.2.5 All proceedings and materials related to the PAR Program are strictly confidential. Therefore, PAR Council members and Consulting Teachers may disclose such information only as necessary to administer this Article.

28.3 Participating Teachers (PT)

- 28.3.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve the teacher's instructional skills, classroom management, knowledge of subject, and/or related aspects of their teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation is defined as a composite evaluation rating of "unsatisfactory" in Section III of the current evaluation form (Appendix E). A unit member shall not receive a composite evaluation rating of "unsatisfactory" in Section III of the current evaluation form (Appendix E) unless, after applying a point value of five (5) points for an "Effective" rating, three (3) points for a "Requires Improvement" rating, and one (1) point for an "Unsatisfactory" rating, the sum total of points for the ten (10) ratings on the evaluation form is less than thirty (30).

- 28.3.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate their participation in the PAR Program at any time.
- 28.3.3 A Referred Participating Teacher may request that the PAR Council initially assign a particular consulting Teacher to them and may request that a new Consulting Teacher be assigned in circumstances where the Referred Participating Teacher has made a good faith effort to work cooperatively with the Consulting Teacher and believes that the teacher is more likely to benefit from the assignment of a different Consulting Teacher.
- 28.3.4 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the PAR Council.

28.4 Consulting Teachers (CT)

- 28.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
- 28.4.1.1 A credentialed classroom teacher with permanent status.
- 28.4.1.2 Substantial recent experience in classroom instruction, two of which shall have been in the Mountain Empire Unified School District.
- 28.4.1.3 Full Time classroom teacher at the time of selection.
- 28.4.1.4 Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts
- 28.4.2 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of the applicant's expertise. All applications and references shall be treated with confidentiality.
- 28.4.3 Consulting Teachers shall be selected by a majority vote of the PAR Council following classroom observations by the PAR Council. Observations may be made in person or by video. Video observations shall be made with the prior written approval of the applicant.
- 28.4.4 A Consulting Teacher shall be provided release time as needed. A teacher may not be appointed to an administrative position or be assigned administrative duties in the District while serving as a Consulting Teacher.
- 28.4.5 The Consulting Teacher shall continue all rights of bargaining unit members.

- 28.4.6 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 28.4.7 The Consulting Teacher shall meet with the Referred Participating Teacher and the principal to discuss the PAR Program, to establish mutually agreed upon performance goals, and develop the assistance plan as approved by the PAR Council. There is a strong expectation of and strong encouragement for a cooperative relationship between the Consulting Teacher and the principal or the principal's designee with respect to the peer assistance and review process.
- 28.4.8 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and may include both pre-observation and post-observation conferences.
- 28.4.9 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
- 28.4.10 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until it is determined that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive their signature before it is submitted to the PAR Council. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that they have received a copy of the report. The Consulting Teacher shall submit a final report to the PAR Council. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.
- 28.4.11 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in their personnel file, and may be used in the evaluation of the Referred Participating Teacher.

28.5 Expenditures and Compensation

- 28.5.1 Each Participating Teacher shall be allocated \$1,500 for staff development, subject to PAR Council approval. The PAR Council upon request of the Consulting Teacher or Participating Teacher may allocate additional staff development funds.
- 28.5.2 Each Voluntary Teacher shall be allocated \$500 for staff development subject to PAR Council approval.
- 28.5.3 Compensation shall be provided as follows:
- 28.5.3.1 Bargaining unit members serving on the PAR Council shall be paid as follows: \$500 for selection serving without any Participating Teachers or \$1000 for selection and serving with Participating Teachers.
- 28.5.3.2 Bargaining unit members serving as Consulting Teachers shall be paid

as follows: \$500 for selection and participation in training; \$2000 for each Participating Teacher; \$1000 for consulting with a Voluntary Teacher.

28.5.3.3 All compensation shall be paid in a lump sum prior to the end of the school year during which the unit member serves.

28.5.4 Compensation is not provided for participation in PAR.

28.6 Miscellaneous Provisions

28.6.1 Members of the PAR Council and Consulting Teachers are not management or supervisory employees while performing duties in the PAR Program, and are entitled to defense and indemnification for activities performed as part of the PAR Program as set forth in applicable provisions of the California Government Code.

28.6.2 The evaluation, assessment and recommendations of the PAR Council and the peer review reports by the Consulting Teachers shall be advisory only, shall be for the benefit of the participating teacher and the District, and shall in no way limit the District's discretion or authority with regard to decisions and actions concerning the employment status of any employee. This includes but is not limited to the evaluation, assignment, reassignment, transfer, discipline or dismissal due to evaluation of any employee. Employee participation in PAR will not limit or delay the District's authority or discretion to make any such decision or take any such action.

28.6.3 Members of the PAR Council and Consulting Teachers are not management or supervisory employees while performing their duties in the PAR Program as set forth in applicable provisions of the California Government Code.

28.6.4 In the event the District receives official notification from the State that the District will not receive in any year all of the District's share of the funds specified in ABX 1 for PAR or that there is any material reduction in funding entitlement or in the minimum required elements of PAR, the District may reopen this Article for negotiation by providing written notice to the Association.

28.6.5 This Program replaces the Mentor Teacher Program beginning July 1, 2000.

28.7 Teacher Induction Providers

28.7.1 The Teacher Induction Liaison shall be responsible for the selection of Teacher Induction Support Providers.

28.7.2 Unit members selected as Teacher Induction Support Providers shall meet the same requirements for a Consulting Teacher, specified in Article 28.4.1. The Teacher Induction Liaison may waive one or more of these requirements when there are an insufficient number of qualified applicants meeting the requirements to fill the number of open assignments.

28.7.3 Teacher Induction Support Providers shall serve a two-year term, and are eligible to reapply at the end of the term.

28.7.4 The Teacher Induction Liaison shall be compensated at a rate of \$2000 per year. The Teacher Induction Support Providers shall be compensated at a rate of \$1600 per assigned teacher per year.

ARTICLE 29.

NONDISCRIMINATION

- 29.1 The District shall not discriminate against any unit member because of race, color, national origin, sexual orientation, religion, sex, age, handicap, disability, marital status, and membership in an employee organization, participation in the activities of an employee organization or exercise of rights contained in this Agreement.

ARTICLE 30.

SPECIAL EDUCATION

30.1 The District and the Association recognize that several variables impact the workload of Special Education staff. The District will attempt to maintain caseloads or class sizes as set forth below, the workloads will be balanced based on the criteria set forth and below.

30.2 Definitions

30.2.1 “Caseload” refers to the number of students with IEPs for whom the special education teacher/specialized academic instructor is assigned, and each student is counted as “one” no matter the need or severity.

30.2.2 “Education Specialist” or “Specialized Academic Instructor” is equivalent to and has the same meaning as “special education teacher”.

30.2.3 “Resource Specialist” is a special education teacher who provides instruction and services to students who are assigned to a regular classroom teacher for a portion of the day and whose needs have been identified in an individualized education plan.

30.2.4 “Co-teaching”, or having two teachers in the classroom, is used in the District to provide an inclusive setting for students with IEPs while ensuring that they are in the least restrictive environment as recommended by their IEP team. A co-teaching classroom typically contains a general education teacher and a special education teacher in the classroom. Paraprofessionals and others may also work in this setting to provide additional support.

30.2.5 “Workload” refers to all of the responsibilities required of the special education teacher and is based on the severity of the student need and class make-up (number of grades and ability levels).

30.2.6 This article does not limit unit members from coverage under other articles of this agreement. This article is in addition to such coverage. All provisions of this article reflect and shall comply with State and Federal Laws.

30.3 Community Advisory Committee

30.3.1 Unit members shall serve on the Special Education Local Planning Area (SELPA) Community Advisory Committee (CAC). The selection process for these unit members shall be conducted by the Association. Bargaining unit members shall be released from their regular duties without loss of compensation.

30.4 Due Process Hearings

30.4.1 When a unit member is required to participate in a due process hearing or other due process procedure, the District will provide the unit member with release time for the purposes of preparation and attendance at the hearing, without loss of compensation. If the due process hearing is held during instructional preparation time or after regular hours of employment, a unit member will

receive the hourly per diem rate of pay or will be provided compensatory release time which may be accumulated and utilized at the unit member's discretion.

30.5 Full-Inclusion

- 30.5.1 The determination of the size of classes with fully included students will take into consideration any extraordinary demands on physical space, and/or unit member supervision.
- 30.5.2 A unit member with a full-inclusion student enrolled or to be enrolled in the unit member's classroom shall be invited to participate in all aspects of the development of the IEP, including determination of services and placement.

30.6 Individualized Education Plans (IEPs)

- 30.6.1 Special education teachers, resource specialists, psychologists, and SLP's shall be given four (4) additional days (30 hours) at the hourly per diem rate of pay and/or up to four (4) release days each year to test students, prepare individual education plans and/or assessment reports or hold meetings related to such responsibilities as determined by the employee. Employees may utilize a combination of hourly pay and release days. Employees are responsible for utilizing the time to complete IEP related paperwork in the setting of their choice.
- 30.6.2 The site administrator may authorize the release of a unit member who travels to another site to attend an IEP meeting from instructional duties, if needed.
- 30.6.3 Whenever possible, IEP meetings should be conducted during the work day. The case manager shall not be required to schedule an IEP meeting during that member's preparation time. The site administrator may authorize the release of a unit member who attends the IEP meeting from instructional duties, if needed.

The special nature of the multiple school assignments of Designated Instructional Service unit members, such as nurses and speech/language pathologists, shall be taken into consideration when scheduling IEP meetings. DIS unit members will not be required to work beyond a regular work day except in unusual circumstances.

30.7 Special Education Caseloads

- 30.7.1 The District and the Association recognize that several variables impact the workload of Special Education staff. The District will attempt to maintain caseloads or class sizes as set forth below, the workloads will be balanced based on the criteria set forth below.
- 30.7.2 The District will attempt to maintain caseloads or class sizes as set forth below:
 - 30.7.2.1 Resource Specialist: Mild/Moderate: 28 as per current Ed Code
 - 30.7.2.2 Education Specialist: Moderate/Severe: 12

- 30.7.2.3 Deaf and Hard of Hearing (DHH)/Deaf Education: 10
- 30.7.2.4 Speech Language Pathologist (SLP): 55 of average district caseload
- 30.7.2.5 Adaptive Physical Education (APE): 55
- 30.7.2.6 Mild/Moderate/MMSN SDC classroom, Elementary Level: 14
- 30.7.2.7 Mild/Moderate/MMSN SDC classroom, Secondary Level: 16
- 30.7.2.8 Special Day Class (SDC): if caseloads exceed the maximums, caseloads shall be examined by the District to determine what additional staff, space, instructional support, time or other assistance is needed. The District has 20 days to remedy over-maximum caseloads.
- 30.7.2.9 When the maximum caseload has been reached as defined in the above articles, the special educator shall be compensated at \$30 per day per student over the maximum class size according to Articles 30.8.2.1 – 30.8.2.10. Payment for any overages shall be retroactive to the first day student(s) enrolled in the class. When the caseload is at the maximum limit, a meeting shall be held with the affected members and site administrator to collaboratively determine a plan of action for future enrollment.

30.8 Equitable Distribution of Workload

- 30.8.1 Caseloads shall be equitably distributed at each school site not by equal caseload numbers, but based on the application of the Elements of Special Education Workload identified and defined in this section. The District and the Association agree on the following as the Elements to be applied when equitably distributing workloads at each school site, and that these Elements are to be included in the Workload model developed by the parties pursuant to this Section, noting that such assignments shall conform to the caseload identified in this Article.
 - 30.8.1.1 Specialized Academic Instruction – Includes direct instruction and indirect service such as consultation with general education teachers, co-teaching, modification/adaptation of curriculum, and planning with related service staff.
 - 30.8.1.2 Assessments and Reassessments – Includes initial assessments, interim assessments, three year reviews, and other special education assessments as needed.
 - 30.8.1.3 IEP Management Responsibilities – Includes program development, coordination of services, parent communication related to the IEP, annual review, progress monitoring and reporting, behavioral assessments, manifestation determinations, and behavior plans.

- 30.8.1.4 Preparation Time – Includes time within instructional day to prepare instruction.
 - 30.8.1.5 Directing the Work of Paraprofessionals – Includes directing work, training and planning for one to one aides and other paraprofessionals.
 - 30.8.1.6 Other Special Education Assignments – Includes lunch or recess supervision of special education students, special education bus duty and RTI duties.
 - 30.8.1.7 Students who qualify for Special Day Class SAI will have access to the appropriate SDC classroom (either Mild/Moderate/MMSN or Moderate/Severe/ESN) as determined by the IEP team.
- 30.8.2 The site administrator shall assign, in consultation with special education certificated staff, students to case managers in a way that best serves students and provides for a positive work environment. If a certificated special education teacher has a concern about inequity in their workload, the special education teacher may meet together with the administrator to discuss the situation and collaboratively resolve the concern.
- 30.8.3 In the event that a concern regarding the equitable distribution of workloads at a school/work site cannot be resolved at the site level through 30.8.2 above, then the concern may be presented for resolution through meeting(s) with the Unit Member, Site Administrator, META/CTA Representative, and Special Education Director.

30.9 General Provision of Services

- 30.9.1 No special education teacher shall be required to substitute for a general education co-teacher, unless authorized by existing provisions to this Agreement.

30.10 Early Childhood Special Education Program (ECSE)

- 30.10.1 Teachers in the program will be assigned no more than sixteen (16) total students with disabilities combined in both morning and afternoon sessions. The students will be equitably split between each session. When the seventeenth (17th) student is identified, a conference between the teacher, an association

representative if requested, and the ECSE administrator will occur. Consideration will be given to paraprofessional hours, composition of the class and facilities and the outcome will be mutually agreed upon.

30.11 Conformance with Education Code

30.11.1 In the event that provisions of this article are modified by changes in the Education Code, it is agreed that the Workload Committee will meet to discuss necessary modifications to this Article and shall submit recommendations for a change to the Association.

30.12 Supporting Students with IEPs in the General Education Classrooms

30.12.1 The District and the Association support successful placement of students with IEP's in general education classrooms and recognize the impact on the workload of classroom teachers. The principal should work with the case manager in such a way as to equalize student load and maximize student success.

30.12.1.1 Whenever the ratio of students with IEP's, having a primary diagnosis other than speech and language only, in a general education classroom exceeds 20% of the maximum class size, the site administration will meet with the general education teacher and case manager, within ten (10) workdays of the request for such a meeting, to develop a class support plan. Such supports may include, but are not limited to, smaller class size, redistribution or an increase of site Special Education staff, additional prep time, and/or the elimination of non-teaching duties or obligations to the extent available these supports will be provided.

30.13 Adequate Space

30.13.1 It is important that all unit members who teach students with IEPs in a separate setting, other than in general education classrooms, such as the Resource Specialist Program (RSP), either Mild/Moderate or Moderate/Severe, Deaf and Hard of Hearing (DHH), and/or related services staff have adequate and appropriate classroom space. The District shall provide such unit members with adequate classroom or workspace and all appropriate equipment. The District should work with sites which have limited space availability to explore the possibility of locating an alternative facility on site.

ARTICLE 31

EXTENDED SCHOOL YEAR

31.1 Caseloads for Extended School Year (ESY) will be defined as students on the assigned teacher's roster/attendance. ESY caseloads will remain as defined in the above articles, 31.8.2.1.1 through article 31.8.2.1.6. In the event the caseload exceeds the maximum amount article 31.8.2.12 shall be put into place.

31.2 Teachers assigned to teach ESY shall be paid their hourly rate based on the immediate prior years' salary.

ARTICLE 32

TERMS OF AGREEMENT

Article 32: Term of Agreement

The parties agree to a three-year successor contract commencing July 1, 2022 and ending June 30, 2024. This agreement concludes the bargaining obligations of the parties through 2021-22. The parties agree to reopen negotiations in 2022-2023 and 2023-2024 on wages and health and welfare benefits, and two additional articles.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers thereof, effective on the day and year set forth herein above.

MOUNTAIN EMPIRE UNIFIED
SCHOOL DISTRICT

MOUNTAIN EMPIRE TEACHERS
ASSOCIATION

Patrick Keeley
Superintendent

Christine Goss
President

Date: _____

Date: _____

APPENDIX A

Description of Health Benefits

APPENDIX B

Grievance Form

APPENDIX C

Salary Schedule

APPENDIX D

Extra Duty Pay Schedule

APPENDIX E

Evaluation Form

APPENDIX F

Calendar

APPENDIX G

Donation of Sick Leave

APPENDIX H

Request for Catastrophic Leave