

AGREEMENT

By and Between

MARK WEST UNION
SCHOOL DISTRICT

And

MARFAC ASSOCIATION
CALIFORNIA TEACHERS
ASSOCIATION
NATIONAL EDUCATION
ASSOCIATION

July 1, 2017 through June 30, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I - Agreement.....	1
ARTICLE II - Recognition	1
ARTICLE III - Management Rights and District Powers	1
ARTICLE IV - Definitions.....	1
ARTICLE V - Personnel Files	2
ARTICLE VI - Association Rights.....	3
ARTICLE VII - Personal and Academic Freedom.....	3
ARTICLE VIII - Grievance/Arbitration	3
ARTICLE IX - Professional Dues or Fees and Payroll Deductions	6
ARTICLE X - Concerted Activities	8
ARTICLE XI - Instructional Supplies.....	9
ARTICLE XII - Unit Member Orientation.....	9
ARTICLE XIII - Hours of Employment	9
ARTICLE XIV - Leaves.....	13
ARTICLE XV - <i>Class Size</i>	23

ARTICLE XVI - Transfers and Reassignments24

ARTICLE XVII - Certificated Employee Evaluations.....26

ARTICLE XVIII - Safety Conditions27

ARTICLE XIX - Professional Development28

ARTICLE XX - Employee Benefits.....28

ARTICLE XXI - Unit Member Travel28

ARTICLE XXII - Physical Examinations29

ARTICLE XXIII - Support of Agreement29

ARTICLE XXIV - Effect of Agreement29

ARTICLE XXV - Savings Provision29

ARTICLE XXVI - Negotiation Procedures.....29

ARTICLE XXVII - *Salary*.....30

ARTICLE XXVIII - Days of Employment31

ARTICLE XXIX - Full Inclusion31

ARTICLE XXXI - Term37

APPENDIX TABLE

APPENDIX A	Salary Schedule, 2014/2015	37
APPENDIX B	Calendar, 2014/2015	38
APPENDIX C	Education Code Section 44031	39
APPENDIX D	Transfer of Sick Leave (Catastrophic Leave)-New Hire Participation	40
APPENDIX E	Transfer of Sick Leave (Catastrophic Leave)-Open Enrollment Participation	41
APPENDIX F	Transfer of Sick Leave (Catastrophic Leave)-Special Drive	42
APPENDIX G	Catastrophic Leave Request Form	43
APPENDIX H	CSTP Evaluation Forms	44

Comment [ACG1]: The following page numbers may require updating

Comment [ACG2]: Need updated schedule

Comment [ACG3]: Need updated schedule

ARTICLE I - Agreement

- 1.1 The Articles and Provisions contained herein constitute the sole agreement by and between the MARK WEST UNION SCHOOL DISTRICT, hereinafter called "DISTRICT" and MARFAC ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION". This Agreement shall remain in full force and effect from ratification date to June 30, 2020.

ARTICLE II - Recognition

- 2.1 The District hereby recognizes the Association as the exclusive bargaining agent and representative of all regularly employed certificated employees including both full and part time teachers and excluding substitutes, management, confidential and supervisory personnel.

ARTICLE III - Management Rights and District Powers

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: Direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operations; determine the curriculum, build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 3.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of the Agreement.

ARTICLE IV - Definitions

- 4.1 "Unit member" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 4.2 Negotiable items' matters relating to wages, hours of employment, and other terms and

conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for process grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code and such other items as identified in Government Code section 3543.2.

ARTICLE V - Personnel Files

- 5.1 The Board shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file unless an activity of the unit member would be grounds for dismissal. Moreover, the Board shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials are placed in the file in accordance with Education Code Section 44031 and the unit member is notified at such time that such materials are being placed in the file unless an activity of the unit member would be grounds for dismissal. See Appendix C - Education Code Section 44031.
- 5.2 A unit member shall be provided a copy of any negative or derogatory material before it is placed in his personnel file. He shall be given an opportunity during the school day to initial and date the material and to prepare a written response to such material within ten (10) days, as long as such opportunity does not interfere with the unit member's instructional responsibilities. The written response shall be attached to the material.
- 5.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- 5.4 The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 5.5 The Superintendent shall keep a log indicating the persons, excluding District Office personnel who have requested to examine a unit member's personnel file as well as the dates such requests were made. Such log shall be available for examination by the unit member or his Association representative, if so authorized by the unit member.
- 5.6 Access to personnel files shall be limited to the members of the District administration and their attorney. Board of Education members may request the review of a unit member's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- 5.7 The District shall maintain a unit member's personnel file at the District's central office.
- 5.8 "Personnel File" shall be defined as the one file maintained by the District Office.

- 5.9 The parties understand that personnel files are permanent records pursuant to Title 5 of the California Administrative Code (Section 16023). The parties further recognize that under Education Code Section 44944 no decision relating to dismissal or suspension shall be based on charges or evidence of any nature relating to matters occurring more than four years prior to the filing of the notice.
- 5.10 Materials contained in a personnel file shall not be released without the employee's written authorization.

ARTICLE VI - Association Rights

- 6.1 The Association and its members shall have the right to make use of school equipment, buildings and facilities at reasonable times and/or within a reasonable manner agreed to by the site administrator, for Association business. The Association will provide material at each school for Association use.
- 6.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use unit member mailboxes for communications to unit members.
- 6.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours with twenty-four (24) hour advance notice to the building site administrator, when practicable.
- 6.4 Names, addresses, and telephone numbers of all District unit members shall be provided to the Association in writing upon request once during the duration of this Agreement, unless otherwise agreed to by the Superintendent.
- 6.5 The District shall provide a telephone in the faculty lounge at each school.
- 6.6 The District shall provide the Association with tentative Board minutes.

ARTICLE VII - Personal and Academic Freedom

- 7.1 The Board shall not inquire into, nor predicate any adverse action upon a unit member's personal, political and organization activities or preferences engaged in beyond the regular work day unless such activities significantly influence a unit member's effectiveness as a District employee.
- 7.2 The Board shall not interfere with a unit member's freedom of speech in the classroom unless such speech is in violation of law and disrupts the processes of the school. Disruptions as used in this section shall be determined by the site administrator.

ARTICLE VIII - Grievance/Arbitration

- 8.1 A Grievance may be filed whenever an employee alleges that there has been a violation of the specific terms and conditions of this Agreement.
- 8.2 An appropriate principal means the individual who assigns, reviews, and directs the work of the grieving employee.
- 8.3 A party is an employee of the District.
- 8.4 A representative is an individual designated by the Association.
- 8.5 The failure of the employee to act on any Grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step.
- 8.6 "Days" shall mean all days the District office is open for business. If the timeline falls on a weekend or legal holiday, the time frame shall be extended to the next week day.
- 8.7 Grievance/Arbitration Procedure

8.7.1 LEVEL I:

Within ten (10) days of the time the grievant should reasonably have known of the occurrence, he or she will first discuss the grievance with the appropriate principal, either directly or through the Association's designated grievance representative, with the objective of resolving the matter informally.

8.7.2 LEVEL II:

The grievance shall be presented in a written statement containing a clear, concise recital of the grievance, the circumstance involved, the specific terms and conditions of the Agreement which have allegedly been violated, the remedy sought, and signed and dated by the grieving person. This written statement shall be presented within fifteen (15) days of the time the grievant should reasonably have known of the occurrence. The occurrence of the alleged grievance is defined as knowledge by the grievant that he has been or will be in the future adversely affected by action taken or to be taken by the District (Board, Superintendent, Principal, Site Administrator). It is not necessary that the adverse action occur that gives rise to the grievance but the knowledge by the grievant that the District will adversely act with regard to said grievant in the future shall be sufficient reason to file a grievance.

8.7.3 LEVEL III:

8.7.3.1 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered within ten (10) days after presentation of the grievance, the grievant shall file the grievance with the Superintendent within four (4) days.

8.7.3.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the grievant and/or a representative of the Association in an effort to resolve it.

8.7.4 LEVEL IV

8.7.4.1 If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level III, the grievance shall be referred to grievance mediation.

8.7.4.2 The Association shall request that a mediator/conciliator from the California State Mediation/Conciliation Service be assigned.

8.7.4.3 At the earliest mutually agreeable time, the mediator shall meet with the Association, the grievant, and the District for the purpose of resolving the grievance.

8.7.4.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.

8.7.4.5 In the event that the aggrieved person and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level IV and the grievance may proceed to Level V.

8.7.5 LEVEL V:

8.7.5.1 If the grievant is not satisfied with the disposition of his/her grievance at Level IV, the grievant may request that the Association submit the grievance to arbitration in accordance with the following provisions.

8.7.5.2 The Association shall have twenty (20) days following the conclusion of mediation in Level IV to submit the grievance to arbitration.

8.7.5.3 If the matter is submitted to arbitration, the Arbitrator shall be empowered, except as his powers are limited below, or by the submission agreement, only to make a decision in cases of alleged violation of rights expressly accorded by this Agreement or any written supplementary agreements hereto. The costs of arbitration shall be borne one-half (1/2) by the District and one-half (1/2) by the Association; each party to bear its own counsel fees.

8.7.5.4 The limitation on the power of the arbitrator is as follows:

- 8.7.5.4.1 He shall not have the power to add to or subtract from or modify any of the provisions of this or any other supplemental agreements.
- 8.7.5.4.2 He shall have no power to establish or change salary schedules or rates.
- 8.7.5.4.3 He shall have no power to substitute his discretion for that of the District or the Association where either party has retained discretion or is given discretion by the express terms of this Agreement or by any supplementary written agreement.
- 8.7.5.4.4 The parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this Agreement. He shall not be empowered and shall have no authority to base his award on any alleged practice or oral understanding which is not incorporated in writing.

8.7.5.5 The decision of the arbitrator shall be binding upon both parties.

ARTICLE IX - Professional Dues or Fees and Payroll Deductions

9.1 Authorized Deductions

Any bargaining unit member who is a member of MARFAC ASSOCIATION, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of the unified dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

9.2 Direct Cash Payments

Any bargaining unit member who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount determined by the Association in accordance with applicable law. This fee is payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues unless the unit member authorized a payroll deduction for such fees in the same manner as provided in 9.1 of this Article. The Association shall annually notify the District of the amount payable by July 1.

9.3 Mandatory Deductions

In the event that a bargaining unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in 9.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in 9.1 of this Article.

9.4 No Charge to MARFAC

There shall be no charge to the Association for Mandatory agency fee deductions.

9.5 Non-member

9.5.1 Non-member Qualifications

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment.

9.5.2 Non-member Fee Alternatives

Any unit member claiming exemption pursuant to Article 9.5.1 shall pay, in lieu of a service fee, sums equal to the Association's service fee to a non-religious, non-labor organization, charitable funds which are exempt from taxation under Section 501 (c) of Title 26 of the Internal Revenue Code.

9.5.3 Non-member Proof of Payment

Proof of payment and a written statement of objections along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to 9.5, shall be made on an annual basis to the District as condition of continued exemption from financial support of the Association.

9.5.4 Non-member Method of Payment

Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

9.6 District Payment to MARFAC

With respect to all sums deducted by the district pursuant to this article, whether for membership dues or agency fee, the district agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the

Association, and indicating any changes in personnel from the list previously furnished.

9.7 Obligation of MARFAC to the District

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

9.8 Additional Authorized Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, currently approved charitable donations, or any other plans or programs approved by the District.

9.9 Hold Harmless Provision

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the paragraph above shall or shall not be compromised, resisted, defended, tried or appealed.

9.10 District Reimbursement

In the event that the District makes a demand for reimbursement pursuant to 9.9, the Association shall have the exclusive right to decide and determine whether any such action or proceeding, for which it is reimbursing the District for legal fees and costs, shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE X - Concerted Activities

10.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or other interference with the academic, athletic, extracurricular, and other operations of the District by the Association or by its officers, agents, or members during the term of this Agreement.

10.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline or discharge by the District.

10.3 In addition, the organizations represented by the Association, together with their officers, agents, and members agree that there shall be no strikes, slow-downs, or stoppages of work or any acts of any nature, including picketing, however peaceful, that tend to interfere with the operation of this District, whether or not such acts be related to sympathy with another group of employees or be related to matters wholly within the District.

- 10.4 The District shall be under no obligation to bargain with the Association concerning employees who go on strike, indulge in work stoppages, slow-downs, or other interferences with the operation of the District for as long as the strike, stoppage, slow-down, or other interference continues during the term of this agreement. The foregoing provisions of this Article shall not constitute grounds on which either party hereto may demand arbitration of any dispute not covered by the express terms of this Agreement.

ARTICLE XI - Instructional Supplies

- 11.1 Unit members who are assigned to teach a grade level for the first time in the District shall be authorized \$400 in expenses. Unit members who taught a combination class in the District and return to teaching a single grade class, that was one of the grades in the combination class, shall not be authorized \$400 in expenses. Unit members who are assigned a combination class, one of the grades of which they have not taught for three years or more, shall be entitled to 50% of the instructional supplies stipend amount. Notwithstanding the above, unit members who are assigned to a grade level that he/she has not taught for three years or more in the District shall be authorized \$400 in expenses.

ARTICLE XII - Unit Member Orientation

- 12.1 The Board shall supply to the Association the names and addresses of new employees covered by this Agreement within seventy-two (72) hours of their employment.
- 12.2 Unit members who are new to the District shall be available for up to three days of professional development prior to the first workday of returning staff. Any such professional development days shall be compensated at the unit member's daily rate.
- 12.3 In accordance with AB 119 (2017), MARFAC shall have access to "new employee orientation," defined for these purposes as the onboarding process through which new employees are advised of their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters. The District will provide MARFAC 10 days' notice in advance of an orientation, except when there is an urgent need critical to the District's operations that was not reasonably foreseeable.

ARTICLE XIII - Hours of Employment

13.1 Elementary

- 13.1.1 Upon consultation with the certificated staff, the site administrator shall establish working hours not to exceed seven and one-quarter (7-1/4) hours per day. Voluntary extra work for which an hourly rate is paid shall be in addition to the seven and one-quarter (7-1/4) hour workday.
- 13.1.2 It is further agreed that the District shall require the unit members to be in attendance at activities beyond the normal work hours such as, but not limited to,

open house, back-to-school night, faculty meetings, and Parent/Teacher conferences.

13.1.2.1 There shall be one (1) non pupil day for primary grade level parent/teacher conferences scheduled as part of the annual school calendar and one and one-half (1½) non-pupil days for intermediate grade level parent/teacher conferences scheduled as part of the annual school calendar.

13.1.3. Every unit member shall be entitled to one duty-free forty-five (45) minute lunch period and one duty free morning recess. It is understood that the first thirty (30) minutes shall be uninterrupted, and the last fifteen (15) minutes may be used by the administrators for an occasional conference with an individual unit member or unit members.

13.1.4 Faculty meetings at which all unit members are required to attend shall not exceed two (2) per month.

13.1.5 With respect to the faculty meetings referred to in paragraph 4 of this Article, the site administrator who calls such meetings shall provide unit members with an agenda for the meeting at least one (1) day before such meeting when practicable.

13.1.6 It is agreed that in the event of an emergency the District may call a meeting which unit members will be required to attend. An emergency is defined as an unforeseen event or circumstance that constitutes the need for immediate action. It is further agreed that an administrator may call additional faculty meetings, beyond the 2 required (Sec. 4) in the event that it is necessitated by an immediate need to address the staff.

13.1.7 Upon consultation with the faculty, the site administrator shall establish non-classroom duties for certificated employees, the sum total of which shall not exceed an average of five (5) minutes per unit member per day except for the first three (3) weeks of school during which the time may be increased to ten (10) minutes per unit member per day, if necessary. Such duties are restricted to p.m. recess, p.m. bus duty and p.m. auto duty.

13.1.8 Unit members shall not be required to participate in overnight activities (See Article XXVII Section 27.3).

13.1.9 To the extent that the District provides music, library and computer skills instruction with the use of staff other than the regular classroom teacher, and the regular teacher is not required to be with his/her class during such instructions, such time may be utilized as preparation time by the regular classroom teacher.

13.1.10 In addition to the provisions of paragraph 13.1.9 which affects all grade levels, the District will provide an additional forty (40) minutes of preparation time for teachers

in grades 4, 5, and 6. If upper grade level class size is reduced by the State and implemented by the District, this forty (40) minute preparation time shall be subject to negotiations.

- 13.1.11 Unit members shall not be required to provide medical and/or physical care for any student including, but not limited to student feeding, toileting, moving or diabetes testing.
- 13.1.12 The District will use its best efforts to provide substitutes for music, library, computer, and physical education personnel when they are absent.
- 13.1.13 Unit members shall score all benchmark assessments. The District will provide assistance to unit members in scoring the required benchmark assessments given within the school year through release time for the following grade spans:
 - 13.1.13.1 Grades TK-K – ¼ day, 3 times per year
 - 13.1.13.2 Grades 1-2 – ½ day, 3 times per year
 - 13.1.13.3 Grades 3-6 – 1 full day, 3 times per year
 - 13.1.13.4 Release time shall be on schedule by mutual agreement with the site administrator, and shall not be on a Monday or Friday.
- 13.1.14 Wednesday is the weekly collaboration day. The total daily contract minutes remain the same (7.25 hours a day).

The Collaboration Schedule for the subsequent year will be developed by the Negotiation Team prior to the end of the current school year.

All Collaboration/Early Release days and calendars will comply with minimal instructional minutes as set by Education Code and/or flexibility language as set by the Legislature.

Teacher Planning	Site Days	District Days
24 Teacher Planning Days	8 Site Planning Days	5 District Planning Days
<i>Teacher planning day determined by individual teachers.</i>	<i>Site day topics to be determined through site leadership committees (Principal and teachers determine. Regular staff meetings are to be held on non-site-collaboration days).</i>	<i>District topics determined through DCC, professional development needs and needs of the District.</i>

13.2 Middle School

- 13.2.1 Upon consultation with the certificated staff the site administrator shall establish working hours not to exceed seven and one-half (7 ½) hours per day.
- 13.2.2 It is further agreed that the District shall require the unit members to be in attendance at activities beyond the normal work hours such as, but not limited to, Open House, Back-to-School Night, faculty meetings, and Parent/Teacher conferences.
- 13.2.2.1 One and one half days of parent/teacher conferences will be scheduled as part of the annual school calendar.
- 13.2.3 Every unit member shall be entitled to one duty-free forty-five (45) minute lunch period. It is understood that the first thirty (30) minutes shall be uninterrupted, and the last fifteen minutes may be used by the administrators for an occasional conference with an individual unit member or unit members.
- 13.2.4 Faculty meetings at which all unit members are required to attend shall not exceed two (2) per month.
- 13.2.5 It is agreed that in the event of an emergency the District may call a meeting which unit members will be required to attend. An emergency is defined as an unforeseen event or circumstance that constitutes the need for immediate action. It is further agreed that an administrator may call additional faculty meetings, beyond the 2 required (Sec. 13.2.4) in the event that it is necessitated by an immediate need to address the staff
- 13.2.6 Preparation Periods: Full-time teachers of grades 7 and 8 shall have preparation time on Mondays, Tuesdays, Thursdays, and Fridays, ordinarily assigned on the basis of the length of an instructional period per day or the equivalent in the situation when a block schedule is utilized. For example, if the instructional period is 50 minutes then teachers shall have 200 minutes of preparation time per week.
- 13.2.7 Upon consultation with the faculty, the site administrator shall establish non-classroom duties. When these duties are outside of the 7.5 hour workday they will be distributed as equally as possible among staff members.
- 13.2.8 Stipends shall be paid to the Music and Drama teachers for two performances each per year (\$81.90 per performance) and to the teacher supervising yearbook production (\$500.00 total per year).
- 13.2.9 Unit members shall not be required to provide medical and/or physical care for any student including, but not limited to student feeding, toileting, moving or diabetes testing.
- 13.2.10 Unit members shall not be required to participate in overnight activities. (See

Article XXVII section 27.3)

13.2.11 Unit members shall score all benchmark assessments twice annually. The Charter will provide assistance to unit members in scoring the required benchmark assessments given within the school year through release time, as follows:

13.2.11.1 Grades 7-8 – 1 full day, 3 times per year

13.2.11.2 Release time shall be scheduled by mutual agreement with the site administrator, and shall not be on a Monday or Friday.

13.2.12 Wednesday is the weekly collaboration day. The total daily contract minutes remain the same (7 ½ hours a day).

The Collaboration schedule for the subsequent year will be developed by the Negotiation Team prior to the end of the current school year.

All Collaboration/Early Release days schedules and calendars will comply with minimal instructional minutes as set by Education Code and/or flexibility language as set by the Legislature.

Teacher Planning	Site Days	District Days
24 Teacher Planning Days	8 Site Planning Days	5 District Planning Days
<i>Teacher planning day determined by individual teachers.</i>	<i>Site day topics to be determined through site leadership committees (Principal and teachers determine. Regular staff meetings are to be held on non-site-collaboration days).</i>	<i>District topics determined through DCC, professional development needs and needs of the District.</i>

ARTICLE XIV - Leaves

14.1 Personal Illness and Injury Leave

14.1.1 Full-time employees shall be entitled to ten (10) days of leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full time shall be entitled to such proportion of the ten (10) days leave as the number of hours per week scheduled duty bears to the number of hours for a full-time employee in a comparable position. The District shall provide each unit member with an ongoing accounting of the number of sick-leave hours he/she has accumulated, including the current year credit.

14.1.2 If any employee does not utilize the full amount of leave as authorized in Paragraph 1 above, in any school year, the amount not utilized shall be accumulated from year to year. An employee who leaves the employment of the District prior to the end of the school year shall have deducted from his/her final salary warrant the value of

any used but unearned sick leave.

- 14.1.3 The Superintendent or designee may, at any time, require additional written verification by the employee's physician or practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury per Admin. Regulation 4161.1.
- 14.1.4 The Superintendent or designee may require an employee to visit a physician selected by the District and at District expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis for when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absences, the Superintendent or designee, may after giving notice to the employee, deny further leave per Admin Regulation 4161.1.
- 14.1.5 Before returning to work an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.
- 14.1.6 An employee shall notify the District of his/her need to be absent as soon as such need is known so that substitute services may be secured. This notification shall include an estimate of the expected duration of the absence. If the absence becomes longer or shorter than estimated, the employee shall so notify the District.
- 14.1.7 After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor.

14.2 Extended Sick Leave

- 14.2.1 When a certificated employee has exhausted all available sick leave including all accumulated sick leave, and continues to be absent from his/her duties due to illness or accident for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position, or the salary a substitute would have received. No unit member will received both regular and differential pay.
- 14.2.2 The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
- 14.2.3 An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a

subsequent school year.

14.3 Personal Necessity Leave

14.3.1 Employees are covered by this Agreement shall be entitled to use a maximum of seven (7) days of accrued sick leave each school year for any of the following:

14.3.1.1 Death of a member of the employee's immediate family when the number of days absent exceeds the limit provided under Bereavement Leave.

14.3.1.2 The serious illness of a member of the employee's immediate family.

14.3.1.3 An accident involving the employee's property or property of any member of the employees' immediate family.

14.3.1.4 Appearance in court or before an administrative tribunal as a litigant or witness under official order.

14.3.1.5 The birth or adoption of a child making it necessary for the employee who is a parent of the child to be absent during the assigned hours of service.

14.3.1.6 Imminent danger to the home of an employee occasioned by an event such as flood or fire, serious in nature, and which under the circumstances the member cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.

14.3.1.7 Personal necessity leave may be granted for other emergencies and events, serious in nature, which may occur, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.

14.3.1.8 Advance permission shall not be required for certificated employees in cases involving the death or serious illness of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family.

14.4 Bereavement Leave

14.4.1 Each unit member shall be entitled to three (3) days of a paid leave of absence, or five (5) days if travel one way exceeds 300 miles is required, on account of the death of any member of his immediate family. Members of the immediate family as used in this Section mean spouse, siblings, father, mother, child, grandfather,

grandmother, or grandchild of the unit member or of the spouse of the unit member, or any relative living in the immediate household of the unit member. Other persons and extension of days are at the sole discretion of the Superintendent.

14.5 Industrial Accident/Illness Leave

- 14.5.1 In each fiscal year allowable leave for certificated employees for any single industrial accident or illness shall be for 60 days during which the schools of the District are in session or when the employee would otherwise have been performing work for the District.
- 14.5.2 Allowable industrial accident/illness shall not accumulate from year to year.
- 14.5.3 When a certificated employee is absent from his/her duties because of an industrial accident or illness:
 - 14.5.3.1 Industrial accident or illness leave shall start on the first day of absence.
 - 14.5.3.2 The employee shall be paid such portion of the salary due for any month in which the absence occurs as, when, added to the temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to the employee of not more than his/her full salary.
 - 14.5.3.3 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
 - 14.5.3.4 When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.
- 14.5.4 Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to the employee of not more than the employee's full salary.
- 14.5.5 During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. In those cases, the District shall issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 14.5.6 Any employee receiving benefits under this leave shall, during periods of injury or

illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

14.6 Jury Leave:

14.6.1 A unit member shall be entitled to as many days of paid leave as are necessary for the purpose of serving as a juror in any legal proceeding. All monies payable by the Court to the employee for jury duty shall be remitted directly to the District.

14.7 Military Leave:

14.7.1 Leaves of absence for employees for active military service shall be granted without pay under the provisions of Section 44800 of the Education Code.

14.8 Extended Leave:

14.8.1 Upon recommendation of the Superintendent and approval of the Board of Trustees, an employee may be granted an extended leave of absence for a period of up to one (1) school year. This leave shall be without compensation and may be for, but is not limited to, the following purposes:

14.8.1.1 Service in the Peace Corps;

14.8.1.2 Care for an ill member of the immediate family;

14.8.1.3 Long-term illness of the employee;

14.8.1.4 Service in an elected public office;

14.8.1.5 Professional study or research;

14.8.1.6 Personal or professional renewal; and

14.8.1.7 Child bonding, if the extended leave commences within one (1) year of the child's birth or placement in the employee's home in connection with adoption or foster placement.

14.8.2 Upon normal circumstances, applications for such leaves of absence shall be in writing and submitted to the District by February 1 of the year preceding the requested absence.

14.8.3 An employee on such leave shall notify the Superintendent by February 1 of the preceding school year as to their intent to return to employment with the District the following year.

14.8.4 Absent extenuating circumstances, failure to notify the District of intended return

shall be considered abandonment of position.

14.9 Pregnancy Disability Leave

14.9.1 Definition: Pregnancy Disability Leave is sick leave available to an employee who is disabled and due to pregnancy, childbirth, or related medical condition.

14.9.2 This compensated leave commences with the onset of disability due to pregnancy or a related medical condition, unless the employee is on a separate Board approved unpaid leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's health care provider certifies in writing that she is disabled due to pregnancy, childbirth, or a related medical condition.

14.9.3 This leave is not intended to provide for periods of rest prior to or following childbirth or for childcare. At least four (4) months prior to the expected birth of the child, the employee shall notify the District of the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's health care provider.

14.10 Health Leave

14.10.1 The Board may grant a unit member, upon written request, an unpaid leave or health reasons.

14.10.1.1 A statement by the unit member's physician shall be furnished at the Board's request.

14.10.1.2 The leave request shall include specific beginning and ending dates and extensions may be requested.

14.10.1.3 Health leave may be granted if a unit member is temporarily unable to perform his services because of illness, accident or quarantine.

14.11 Study Leave

14.11.1 The Board may grant to a unit member an unpaid leave of absence to pursue educational improvement and advancement. A unit member shall apply to the Board for such leave no later than six (6) weeks before its anticipated commencement.

14.12 Legislative Leave

14.12.1 A unit member shall be entitled to legislative leave as set forth in California Education Code section 44801.

14.13 Sabbatical Leave

- 14.13.1 Sabbatical leaves are discretionary with the Board and may or may not be approved in the unilateral decision by the Board. Pursuant to Education Code section 44968, the salary for the unit member on an approved Sabbatical Leave shall not be less than the unit member's salary minus the cost for the substitute unit member.

14.14 Personal Business Leave

- 14.14.1 A unit member shall be entitled to use seven (7) of the seven (7) days provided under personal necessity leave for any purpose which such unit member deems sufficiently important to absent himself from his duties. A unit member shall notify his principal at least twenty-four (24) hours in advance of taking such leave, unless an emergency makes such notification impossible. In no event, however, shall a unit member be required either to secure permission before utilizing such leave or to explain the purposes for which such leave was used.

14.15 Association Leave

- 14.15.1 The District shall grant to the Association 120 hours to be used by Association representatives as paid leave for negotiations, local, state, or national conferences, or conducting other business pertinent to Association affairs. The representatives shall be excused from school duties upon one day advance notification to the Superintendent. MARFAC may utilize 40 additional hours for which MARFAC shall reimburse the District the cost of substitutes employed to cover the additional hours. Upon mutual agreement of the Superintendent and the MARFAC President, MARFAC may have additional leave hours provided MARFAC pays the substitute costs.

14.16 Unspecified Leave

- 14.16.1 Each unit member may be entitled to an unpaid leave of up to one year at the Board's discretion. The granting or denial of any request shall not be precedent with regard to any other request. The Board shall not be arbitrary or capricious in the exercise of its discretion and, upon written request, shall provide a written reason for denying a request.

14.17 Return From Leave

- 14.17.1 Unit members who are on an unpaid leave through the end of a school year shall indicate their intent to resign, return or request an additional leave for the upcoming school year on or before February 1st. Changes in intent after February 1st may not be approved by the Board.

14.17.2 Absent extenuating circumstances, failure to notify the District of intended return shall be considered abandonment of position.

14.18 Parental/Child Bonding Leave

14.18.1 Unit members employed by the District may be granted a leave for parental/child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival via adoption or foster placement. Leave in this section and sick leave are separate and distinct.

14.18.2 The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.

14.18.3 Eligible unit members may request and be approved for up to twelve (12) work weeks of leave for child bonding. During this approved leave the employee must use all available and accumulated sick leave. Upon exhaustion of accumulated sick leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.

14.18.4 If both parents are employees of the District, both shall be entitled to this leave up to a cumulative 12 weeks unless the law requires more.

14.18.5 It is the intent to implement the terms and conditions of Education Code Section 45196.1 and Government Code 12945.2, and further interpretations of these laws will apply.

14.18.6 Following the 12 work week period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid leave in accordance with the other provisions of Article XIV.

14.19 Job Share

14.19.1 Job Share is defined as a mutual arrangement between two (2) certificated employees, which includes at least one (1) regular certificated employee, whose proposal to share one position for a specified period of time is approved by the Board. Employees participating in a job share shall request

an unpaid leave for that portion of their position that they will not be working under the job share. All job share proposals must be submitted in accordance with Board policy and no later than February 1st for the following year, (Policy No. 4128). Unit members on a job share accrue credit for salary advancement purposes when the unit member has accumulated at least 75% time.

- 14.19.2 During the term of the contract, through June 30, 2020, should the District decide to modify the Board Policy on Job Share (Policy No. 4128) the District shall notify MARFAC of its intent.

14.20 Family Care and Medical Leave

- 14.20.1 Each unit member shall be entitled to unpaid family care and medical leave pursuant to Federal and State regulations. Such leave is for a maximum of twelve (12) weeks and can be utilized for caring for the unit member's child, parent, or spouse with a serious health condition, for the unit member's own serious health condition or for the birth, adoption, or foster care of the unit member's child. During the period of family care and medical leave, the District shall provide the same level of health and welfare benefits contributions as if the unit member were in paid status.

14.21 Catastrophic Leave Bank/Program

- 14.21.1 The catastrophic leave bank permits unit members to donate sick leave days to a bank for use by other unit members when a unit member or a member of his/her immediate family suffers from a verifiable catastrophic illness or injury and prescribed conditions are met.
- 14.21.2 Every unit member with 15 days accumulated leave shall have the opportunity to participate in the annual open enrollment for the Catastrophic Leave Program. Annual Open Enrollment shall take place yearly from September 1 to October 15. Unit members who want to be a participant shall deposit two (2) leave days (Transfer of Sick Leave – Open Enrollment Participation, Appendix E)
- 14.21.3 Newly hired unit members who want to participate would be required to donate one day in their first year within two weeks of their hire date or by August 31st if hired at the beginning of the school year. MWUSD will include notification of the open enrollment period in the "new hire packet." (Transfer of Sick Leave – New Hire Participation, Appendix D)
- 14.21.4 Thereafter, in order to remain a participant, a contribution of one (1) day shall be required of Members whenever, at the end of the school year, the bank contains less than thirty (30) leave days. A unit member who has less than fifteen (15) days of sick leave shall be exempt from the required

donation.

14.22 Definitions

- 14.22.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates an immediate member of the unit member's family.
- 14.22.2 The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time. Taking extended time off from work will create a financial hardship for the unit member because he/she has exhausted all of his/her fully-paid accrued sick leave and other paid time off, with the exception of extended (differential) sick leave.
- 14.22.3 Accordingly, leave shall be used in the following order:
- (a) accrued fully-paid sick leave,
 - (b) catastrophic leave, and
 - (c) extended/differential sick leave, if available.
- 14.22.4 Catastrophic leave may also be used for extended bereavement time on account of the death of a spouse, child or parent.

14.23 Procedure

- 14.23.1 The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury requests in writing that sick leave be transferred from the leave bank and provides a physician's verification of catastrophic injury or illness and files a Catastrophic Leave Request Form (Appendix G).
- 14.23.2 The designated Association representative shall review the application and confirm that the employee is unable to work due to verifiable catastrophic illness or injury or his/her family member's catastrophic illness or injury and that the employee has exhausted all accumulated sick leave. MARFAC President or designee notifies human resources to open bank and forward copies of documentation from employee to District Office personnel.
- 14.23.3 The Superintendent or designee and Association representative shall inform unit member of the number of days that will be dispensed from the leave bank in response to the member's approved request.
- 14.23.4 The maximum number of donated catastrophic leave days that may be used by any unit member will not be more than 20 (twenty) days per academic year.
- 14.23.5 Any catastrophic leave days that were approved but were not used shall be

returned to the leave bank that will be monitored by an Association designee.

14.23.6 In order to ensure the viability of the program, if at any time, the total number of days in the bank drops below 20 (twenty) days MARFAC will make a request for donations from unit members to rebuild the bank to a minimum level of thirty (30) days.

14.23.7 In the event catastrophic leave is needed for a unit member who does not qualify because he/she does not have sufficient days to donate to the program, but who otherwise meet the criteria, a special call by MARFAC for contributions may go out to members to help fulfill the specific need. Unit members may donate up to 3 days per occurrence. Members must have 15 days of accumulated sick leave in order to donate days. Human Resources/Payroll will take one day first from each donor, then the second day, etc. up to the maximum allowed in 14.23.4 above. (Transfer of Sick Leave – Special Drive, Appendix F)

14.24 Return from Leave

14.24.1 A teacher returning from a paid or unpaid leave shall return to the same or similar position which he/she held prior to the commencement of the leave.

ARTICLE XV - Class Size

15.1 The goal of the District is to provide a class with no more than twenty-seven (27) students in any one classroom, in grades 4, 5, 6, 7 and 8. In order to maintain its Grade Span Adjustment (GSA) funding under the Local Control Funding Formula (LCFF) the District is required to maintain a class size average at each school site of no more than twenty-four (24) students in grades TK-3. In the event that newly enrolled students cause the District to be unable to comply with the 24:1 average maximum across the TK-3 grade span at a particular school site, the District may exceed the maximum at that school site until the end of the school year. The District shall notify MARFAC in the event it is necessary to exercise this option.

15.2 The goal of the District is to have no more than a three student differential between classes at a grade level at each site.

15.3 If the class size average at one school site reaches twenty-four (24) in grades TK through 3 or thirty (30) in grades 4 through 6, every effort will be made to assign new enrollees to another site.

15.4 The goal of the District is to provide an aide for each unit member. Aides may be provided at the discretion of the District.

15.5 Additional aide time shall be provided upon request when the number of pupils reaches

thirty (30) in any classroom. The District has the sole discretion to keep the aide if the class size drops below thirty (30).

- 15.6 A unit member may choose to decline the assistance of an aide unless an aide is required as a condition of Federal/State categorical funding requirements.
- 15.7 The parties recognize that careful consideration must be given to the establishment of combination classes and the assignment of students to such classes. Whether such classes are created before or after school starts, all affected unit members will be consulted.
- 15.8 The Resource Specialist caseload of IEP identified students will not exceed 28 students.

ARTICLE XVI - Transfers and Reassignments

16.1 DEFINITIONS

16.2 Transfer and Reassignments

- 16.2.1 A voluntary transfer or reassignment is a transfer or reassignment which has been requested by an employee.
- 16.2.2 An involuntary transfer or reassignment is a transfer or reassignment that has been initiated by the District.
- 16.2.3 A transfer is a movement from one school in the District to another.
- 16.2.4 A reassignment is a change in grade level at a site. An assignment to a combination grade class shall be considered a reassignment. Reassignment of a combination class teacher to one of the grades in the previous combination class shall not be considered a reassignment.
- 16.2.5 An open position occurs when there is an increase in the number of teaching positions at a grade level at a school or when all employees at a site have received an assignment/reassignment and a position(s) remains unfilled.

16.3 Involuntary

- 16.3.1 The District reserves the right, in its sole discretion, to transfer or reassign unit members from one position to another position within the District. Such transfer or reassignment may take place at any time and shall be based upon the economic and educational needs of the district and upon credentials of the unit member and experience of the unit members. When these criteria are perceived as equal by the Administration, seniority shall be a prime factor. Such transfers shall not be in violation of the mandatory provisions of the California Education Code.

16.4 Voluntary Reassignment

16.4.1 A unit member may request a reassignment during the school year to take effect at the beginning of the next school year. A request shall be made in writing and submitted to the Site Administrator or his/her designee during the posting period. The request shall be kept confidential and on file with the Site Administrator, or the designee.

16.5 Voluntary Transfer

16.5.1 Notwithstanding Section 16.3, a unit member may request a transfer during the school year to take effect at the beginning of the next school year. A transfer may occur provided an open position exists. A request shall be made in writing and submitted to the Superintendent or his/her designee during the posting period. The request shall be kept confidential and on file with the Superintendent, or the designee.

16.5.2 An open position will be posted to all district personnel for five (5) days except during winter, spring and the summer break, when the posting requirement will be ten (10) days.

16.5.3 An open position may be advertised internally and externally simultaneously.

16.5.4 The District shall consider and interview all qualified internal applicants prior to reviewing or considering external applicants.

16.5.5 An open position shall be filled by the unit member applying by the closing date when that unit member has had a successful prior evaluation and the recommendation of the receiving site administrator.

16.5.6 When two (2) or more employees request a transfer or reassignment to the same opening, seniority is a factor to be considered in making the decision.

16.5.7 If there are open positions remaining after all certified staff members have been given the opportunity to apply, such positions will be posted in the District Office, District website, at each school office, and copies placed in each certificated staff member's school mail box. During the summer, notices will be mailed or emailed to employees who provide the district with a physical or electronic address.

16.5.8 When an open position occurs within three weeks of the first day of student instruction or during the school year the position will be advertised outside the District. All such positions filled by probationary teachers will be considered an open position for the following school year.

16.6 Denial of Request

16.6.1 Upon receiving a written request from a unit member denied a transfer or reassignment the District will provide a written response explaining the reason for denial.

ARTICLE XVII - Certificated Employee Evaluations

17.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

- Probationary personnel every year
- Personnel with permanent status at least every other year.
- Personnel with permanent status, who have been employed at least ten years with the school district and are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as satisfactory may be evaluated every five years.

17.1.1 A probationary employee shall have three (3) observations each year: the first to be completed on or before the end of the first trimester; the second completed on or before February 15; and the final completed no later than thirty calendar days before the last day of the school year in which the evaluation takes place.

17.1.2 The annual evaluation for personnel with permanent status shall be preceded by at least one formal classroom observation, which will take place on or before March 15.

17.1.3 The evaluation and form utilized for evaluation shall be that which is in Appendix F of the contract

17.2 Evaluation Procedures

17.2.1 Unit members to be evaluated during a particular school year shall be furnished the name of their evaluator, no later than the third week of the year in which the evaluation is to take place.

17.2.2 Not later than October 31 the unit member being evaluated and the evaluator shall meet to:

- Review the evaluation process
- Review and self-assess the California Standards for the Teaching Profession and the North Coast Beginning Teacher Program Description of Practice (NCBTP for self-assessment), Appendix H
- Mutually select two, one chosen by administrator & one chosen by teacher, of the six standards as the focus of their evaluation
- Develop goals and objectives by mutual agreement to address the two selected standards. Develop a schedule for evaluation process

- 17.2.3 Classroom observations shall last for a reasonable period of time (between 30 and 45 minutes), and shall be followed by a conference no later than three working days after the observation in which the certificated employee shall review and receive a copy of the observation report. For the two standards selected as the evaluator's focus, the evaluator will use the North Coast Beginning Teacher Program Description of Practice (NCBTP) to substantiate their evaluation of the employee for the two focus standards.
- 17.2.4 In the event an employee receives a does not meet standard on the CSTP evaluation form the evaluator, during the post observation conference, shall make specific recommendations for improvement, and shall provide assistance to the employee to make such improvements.
- 17.2.5 The annual certificated performance evaluation shall be reduced to writing. A copy shall be given to the member being evaluated at their evaluation conference to be held no later than thirty calendar days before the last day of the school year in which the evaluation takes place. The original evaluation shall be placed in the evaluated unit member's personnel file.
- 17.2.6 In the event the unit member disputes the content, the unit member may, within ten (10) days, prepare a written statement that shall be attached and incorporated into the final evaluation. The evaluatee shall have the option of adding comments to the evaluation form relative to the final evaluation.
- 17.2.7 The evaluation and form utilized for evaluation shall be that which is in Appendix F of the contract
- 17.2.8 Unit members shall not be required to participate in the evaluation of other unit members or be required to assess in writing their own performance.
- 17.2.9 The parties hereto agree that the form and content of said evaluations shall not be subject to the Grievance/Arbitration procedure as previously outlined in this Agreement.

ARTICLE XVIII - Safety Conditions

- 18.1 The District shall provide the unit members with safe conditions of employment as required by existing State and Federal legislation, including the rights and responsibilities of unit members to hold pupils to strict account for their conduct in accordance with California Education Code Section 44807.
- 18.2 A teacher may suspend any pupil from the teacher's class, for any acts enumerated in Education Code Section 48900, for the day of the suspension and the day following. Every unit member at the beginning of each school year will be provided with the relevant Education Code Sections regarding the authority to impose discipline on students.

ARTICLE XIX - Professional Development

- 19.1 The District shall solicit in writing the professional development needs of every unit member in the School District.
- 19.2 The Board may make available to unit members professional development education program which shall be funded by the District. Such programs offered shall be evaluated by the unit members and tendered to the Superintendent, in scheduling future professional development programs.

ARTICLE XX - Employee Benefits

- 20.1 Effective July 1, 2014, the District contribution for medical, dental, and vision benefits shall not exceed \$706.00 for each full time bargaining unit member. Effective January 1, 2019, the District contribution for medical, dental, and vision benefits shall not exceed \$896.00 per month for each full time bargaining unit member. Effective July 1, 2019, the District contribution for medical, dental, and vision benefits shall not exceed \$946.00 per month for each full time bargaining unit member. It is understood that while participation in the dental plan is voluntary, any unit member who declines such coverage will not be eligible for such coverage until the next Open Enrollment period with the District and our insurance provider.
- 20.2 Medicare will be provided for all unit members, as provided in AB 265.
- 20.3 The IRS 125 Plan is available to all unit members.
- 20.4.1 Unit members who have been with the District fifteen (15) years and are at least 55 years old but not older than 64 at time of retirement and take a service retirement with STRS are eligible for District paid employee only health, dental and vision insurance to the age of Medicare Eligibility but in no event longer than 10 years. The District contribution amount shall be at the same level as that provided to current certificated unit members. The counting of years for eligibility shall be the same as counting years for accruing credit for salary advancement purposes for job shares (see Article XIV, Section 14.19). Beginning with new unit members hired on or after 7/1/2017, the District contribution shall be capped at the rate it was the year of the unit member's retirement.
- 20.5 Retiree's spouse or his/her unmarried surviving spouse and eligible dependents may continue to purchase medical, dental and vision coverage through the District plan at his/her expense as long as the carriers allow such access.

ARTICLE XXI - Unit Member Travel

- 21.1 Unit members who may be requested to use their automobiles in the performance of their duties other than driving to and from school and unit members who are assigned to more than one school per day shall be reimbursed for all such travel at the current district rate, if such travel is requested by the district, for all driving done after arrival at the first location at

the beginning of the work day.

- 21.2 Unit members who use their personal cars for field trips or other business of the district, at the request of the district, shall receive the benefits provided in the previous paragraph. This shall mean that unit members who use their personal cars shall obtain district approval in advance.
- 21.3 Unit members shall be required to provide proof of a valid California Driver's license and proof of insurance.

ARTICLE XXII - Physical Examinations

- 22.1 Examinations for tuberculosis will be required every four (4) years or earlier if mandated by the California Education Code. The cost of this mandated examination will be paid for or provided by the district.

ARTICLE XXIII - Support of Agreement

- 23.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and the Association.

ARTICLE XXIV - Effect of Agreement

- 24.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State law and that, in the absence of specific provisions in this Agreement, such practices and procedures are discretionary at the option of the District.

ARTICLE XXV - Savings Provision

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

ARTICLE XXVI - Negotiation Procedures

- 26.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

- 26.2 The existing contract will remain in effect until such time as a new contract has been negotiated and ratified by both parties.
- 26.3 The parties agree that negotiations on the openers and master contract shall begin in April of the appropriate year unless the parties mutually agree to delay negotiations. The Association and District shall both present their initial proposal at a regular Board meeting in April. All provisions of this Agreement, except for Article X, shall remain in full force and effect until a successor agreement is reached. However, the Association agrees to meet and confer prior to exercising its rights under Article X after the term of the contract has expired.
- 26.4 Negotiations shall take place at mutually agreeable times and places.
- 26.5 Negotiation meetings shall be held within five (5) days from receipt of a written request from either party.
- 26.6 During reopener years (2018-2019 and 2019-2020) each party has the right to reopen on Salary (Article XXVII), Employee Benefits (Article XX), and two (2) additional articles of each party's choice.

ARTICLE XXVII - Salary

- 27.1 The current salary schedule is attached as Appendix A. The salary schedule will correspond with the Days of Employment (Article XXVIII).
- 27.2 Effective July 1, 2018, the District shall pay a \$1,000 stipend per sport for coaches for authorized school team sports, Student Council Advisor, and Science Olympiad Coach. The District shall pay a \$1,000 stipend for a Teacher-In-Charge.
- 27.3 When unit members initiate a proposal to the District involving an overnight program, it is understood that such unit member shall accompany their class on the overnight trip. For such participation, and effective July 1, 2018, the District shall pay a \$200 per night stipend per unit member.
- 27.4 Effective July 1, 2018, unit members with an earned Master's Degree shall be paid an additional \$1,100; unit members with an earned Doctorate Degree shall be paid an additional \$1,100.
- 27.5 For District sponsored workshops, educationally related programs, curriculum activities, etc. on teacher non-duty days the District may provide a stipend or credit toward advancement on the salary schedule for the unit member's participation in such programs. Such programs and units provided or stipends paid are discretionary with the District and participation of unit members is voluntary. If units are granted they shall not be transferable.

- 27.6 Unit members who teach combination class shall be paid a stipend of \$1,000 for the school year.
- 27.7 Effective March 1, 2017, the extra duty hourly rate of pay will be \$40.00 per hour for unit members. Extra duty hourly rate of pay will be \$35.00 per hour for non-unit members. Effective January 1, 2019, the extra duty hourly rate of pay will be \$45.00 per hour for unit members.

ARTICLE XXVIII - Days of Employment

- 28.1 The work year shall be one hundred eighty (180) teaching days plus four (4) non-instructional work days all of which shall be paid on the Certificated Salary Schedule.

ARTICLE XXIX - Full Inclusion

- 29.1 **Definitions:** As identified and administered by the legally funded designated agency program, full inclusion exists when students with disabilities identified by an IEP including but not limited to autism, downs syndrome, or identified behavioral disorders who would otherwise be enrolled in a special day class are enrolled in an age-appropriate general education class.
- 29.2 **District Planning Team:** Upon district knowledge of reception of a full inclusion student, the district planning team, consisting of the special education director, nurse, psychologist, speech and language therapist and one other certificated administrator will meet to assess the student's needs and direction for planning.
- 29.3 **Assignment of Student:** The site administrator upon learning of a full inclusion student being received at that site will meet with all unit members at that grade level and the Site Planning Team to discuss class assignment. The District will solicit volunteers for the assignment of full inclusion students. If no teacher volunteers are forthcoming, placement of students will be done in the usual manner. Any unit member who will be impacted by a full inclusion student shall receive notification at the earliest opportunity.
- 29.4 **Site Planning Team:** A full inclusion Site Planning team consisting of the classroom teacher, special education director, nurse, psychologist, speech and language therapist, site administrator, and full inclusion parent, when appropriate, shall convene as necessary during the school year to ensure appropriate pupil needs and services and to review and evaluate the student's program implementation.
- 29.5 **Support Services/Miscellaneous:**
- 29.5.1 A minimum of four (4) days of release time per school year shall be allocated to the full inclusion classroom teacher, with additional days to be determined by the Site Planning Team, to provide for such things as training, collaboration/team meetings, planning time, conferences related to student needs, or visitation.

- 29.5.2 Appropriate training shall be provided for teachers with full inclusion students.
- 29.5.3 The goal of the District is that the class size for a classroom teacher in grades 4, 5, and 6 who has a full inclusion student will be no more than twenty six (26).
- 29.5.4 A stipend of \$250 per year will be provided to full inclusion classroom teachers for the following full inclusion responsibilities:
- 29.5.4.1 Additional time (pre-service and during the school year) for planning, meetings, and communications related to the assignment of full-inclusion students;
 - 29.5.4.2 Coordination with outside agencies, case managers and experts;
 - 29.5.4.3 Training related to the special needs of the full inclusion students;
 - 29.5.4.4 Coordination with full-inclusion assistant;
 - 29.5.4.5 Modification of curriculum;
 - 29.5.4.6 Awareness education for class;
 - 29.5.4.7 Emotional support.
- 29.5.5 Unit members shall not be required to provide routine physical care for any full inclusion student (i.e., feeding, toileting, moving, etc.)
- 29.5.6 When determined appropriate by the student's IEP an Instructional Aide shall be provided for a full inclusion student for the duration of the time the Full Inclusion student is in the general education classroom.

ARTICLE XXX - Peer Assistance and Review

- 30.1 The MARFAC Teachers Association and the Mark West Union School 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 programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available to them in the interest of improving performance to a successful standard.
- 30.2 Joint Committee:
- 30.2.1 The Joint Committee shall consist of five (5) members, three (3) certificated

classroom teachers who are chosen to serve by the Association and two (2) administrators. The District shall choose the administrators of the Joint Committee. All decisions shall be made by a vote of four (4) members.

- 30.2.2 The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Generally, such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular work day, they shall be paid per diem not to exceed \$800.
- 30.2.3 The Joint Committee shall be responsible for the following:
- 30.2.3.1 Providing annual training for the Joint Committee members, as needed.
 - 30.2.3.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 - 30.2.3.3 Selecting the panel of Consulting Teachers.
 - 30.2.3.4 Selecting trainers and/or training providers, if necessary.
 - 30.2.3.5 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
 - 30.2.3.6 Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 - 30.2.3.7 Making available the panel of Consulting Teachers for selection by the Participating Teacher.
 - 30.2.3.8 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 inconsistency, the Agreement will prevail.
 - 30.2.3.9 Distributing at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
 - 30.2.3.10 Establishing a procedure for application as a Consulting Teacher.
 - 30.2.3.11 Determining the number of Consulting Teachers in any school year

based upon participation in the PAR Program, the budget available and other relevant considerations.

- 30.2.3.12 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.
- 30.2.3.13 Evaluating annually the impact of the PAR program in order to improve the program.
- 30.2.3.14 Developing the annual budget for the PAR program and administering those dollars available to the program. The annual budget shall be submitted to the Board of Trustees for approval. Any funds not directly utilized for supporting Participating Teachers shall be used for four (4) site-based grade level meetings, with agendas determined by teachers, District and school collaboration activities, professional articulation activities and other staff development activities.
- 30.2.3.15 Determining the number of Volunteer Participating Teachers and the level of assistance.

30.3 Participating Teacher

- 30.3.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve in the following areas on the District's Certificated
- 30.3.2 Evaluation Form:
 - 30.3.2.1 Student Progress Towards Standards of Expected Achievement At Each Grade Level and Each Area of Study
 - 30.3.2.2 Instructional Techniques and Strategies
 - 30.3.2.3 Adherence to Curricular Objectives
 - 30.3.2.4 Classroom Control and Environment
 - 30.3.2.5 For mandatory participation in the Program the Referred Participating Teacher must have received an unsatisfactory evaluation. An Unsatisfactory evaluation will reflect the evaluator's overall recommendation on the Certificated Evaluation form as "Continue in Employment with Serious Reservations. Immediate Improvement Needed."
- 30.3.3 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 his or her participation in the PAR Program at any time.

- 30.3.4 All communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and without written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.
- 30.3.5 A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
- 30.3.6 The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

30.4 Consulting Teacher

- 30.4.1 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:
 - 30.4.2 A credentialed classroom teacher with permanent status.
 - 30.4.3 Substantial recent experience in classroom instruction of at least four (4) years.
 - 30.4.4 Demonstration of 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.
 - 30.4.5 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:
 - 30.4.5.1 A reference from the consulting teacher's site principal.
 - 30.4.5.2 A reference from an Association representative.
 - 30.4.5.3 A reference from another classroom teacher.
 - 30.4.5.4 Following classroom observations by the Joint Committee the Consulting Teacher shall be selected by a vote of four (4) members

of the Joint Committee.

- 30.4.5.5 A Consulting Teacher shall be provided with release time as needed.
- 30.4.5.6 A Consulting Teacher may not be assigned to an administrative position within the District while serving as a Consulting Teacher.
- 30.4.5.7 Functions performed pursuant to the Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue with all rights of bargaining unit members.
- 30.4.5.8 In addition to the regular salary, a Consulting Teacher shall receive \$2,000 per year per Referred Participating Teacher. A Consulting Teacher providing assistance to a Voluntary Participating Teacher shall receive \$1,000 per year pro-rated on a ten month basis per each Volunteer Participating Teacher assisted.
- 30.4.5.9 Consulting Teachers are expected to provide support services equivalent to an average of 1 ½ - 2 hours per week for each Referred Participating Teacher. 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.
- 30.4.5.10 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- 30.4.5.11 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction and shall have both pre-observation and post-observation conferences.
- 30.4.5.12 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.
- 30.4.5.13 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes 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 his or her input

and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. 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. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by the Association representative of his or her choice.

- 30.4.5.14 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file and may be used in the evaluation of the Referred Participating Teacher.
- 30.4.5.15 The District shall defend and hold harmless individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program as provided by the California Government Tort Claims Act.
- 30.4.5.16 The provisions of PAR are not subject to the grievance procedure contained within the Collective Bargaining Agreement between these parties, nor to any grievance procedure contained within Board Policies or District Regulations. The PAR Joint Committee shall address any complaints or issues raised by the Participating Teacher or the Consulting Teachers.
- 30.4.5.17 The provisions of PAR shall be reviewed annually by June 1st. Revisions, if necessary, shall occur with the mutual agreement of the District and Association.

ARTICLE XXXI - Term

31.1 This Agreement shall be for a three (3) year period 2017-18, 2018-19 and 2019-20.

**MARK WEST
UNION SCHOOL DISTRICT**

**MARFAC ASSOCIATION,
CALIFORNIA TEACHERS
ASSOCIATION, NATIONAL
EDUCATION ASSOCIATION**

By: _____

By: _____

Date: _____

Date: _____