

**TENTATIVE AGREEMENT BETWEEN
MT. PLEASANT ELEMENTARY SCHOOL DISTRICT AND
MT. PLEASANT EDUCATION ASSOCIATION**

FOR THE 2020-2021 THROUGH 2021-2022 SCHOOL YEARS

The District and the Association agree the provisions of this 2017-2020 Collective Bargaining Agreement shall remain in full force and effect except as modified by this Tentative Agreement. All attached proposals and tentative agreements are incorporated into this overall Tentative Agreement. Included here are the following articles:

- Article III
- Article IV
- Article V
- Article VI
- Article IX
- Article XI
- Article XIII
- Article XIV
- Article XVIII

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ARTICLE III

DURATION

3.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code. This Agreement shall remain in full force and effect from September 1, ~~2020~~ ~~2017~~ up to and including August 31, ~~2023~~ ~~2020~~.

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ARTICLE IV

NEGOTIATION

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

4.2 Either party may utilize the services of outside consultants.

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

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

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

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

4.7 Either party may reopen negotiations on Article XVIII (Compensation and Benefits) and one additional article for the third year (2022-2023), ~~(2019-20)~~ of this Agreement. Initial proposals for reopener negotiations shall be submitted in sufficient time to complete the statutory public notice (“sunshine”) process in order to commence negotiations no later than April 1.

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ARTICLE V

ASSOCIATION RIGHTS

5.1 The Association has the right to:

5.1.1 Represent teachers in their employment relations with the District.

5.1.2 Establish reasonable restrictions regarding who may join the Association.

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

5.1.4 Use of institutional bulletin boards subject to reasonable regulations.

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

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

5.2 Board Packet: ~~The District shall provide to the Association one (1) a copy of t~~ **The Board Packet shall include the same information received by the Board of Trustees, excluding any confidential information, and shall be made available to the Association** in advance of each **regularly scheduled and special** Board meeting **when it is posted and available to the Board of Trustees on the District website.** Minutes of the previous meeting shall be made available to the Association **when they are posted and made available to the public on the District website.** ~~at the next regularly scheduled Board meeting.~~

5.3 Employees' Names: The Employer **District** shall provide the Association with ~~names and addresses when available,~~ **names, addresses, home and personal telephone numbers, personal emails on file with the District, current employment status, job title, work location, and grade level or department, in Excel format, within five (5) days of hire. The District shall provide the aforementioned contact information listed above for all bargaining unit members no later than the last work day of September, January, and May of each school year.** ~~of all bargaining unit personnel no later than October 30 of each school year.~~

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

~~5.4~~ **5.5** Personnel actions will be reported to the Association after being acted on, and made public, by the school board.

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~~5.5 Names, addresses, and other pertinent information as available, including date of hire of all teachers hired after October 30, shall be provided to the Association no later than five (5) working days following date of acceptance of employment. (addressed in 5.3)~~

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

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ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS – AGENCY FEE

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

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

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

6.2 Authorization:

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

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6.3 — Membership/Service Fee:

~~Any teacher who is not a member of the Association or does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessment, payable to the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section 6.1 of this Article. In the event that a teacher shall not pay such fees directly to the Association or authorize payment through payroll deductions, as provided in Section 6.1 of this Article, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the manner as set forth in Section 6.1 of this Article, retroactive to date of employment. There shall be no charge to the Association for such mandatory fee deductions. Payment of such fees shall be a condition of continued employment.~~

~~6.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting MPEA/CTA/NEA as a condition of employment shall not be required to pay such fee, except that such member shall pay, in lieu of a service fee, sums equal to such service fee to a nonreligious, nonlabor organization, charitable funds exempt from taxation under Sections 501(c)(3) of Title 26 of the Internal Revenue Code.~~

~~6.3.2 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 6.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Articles 6.1 and 6.3. 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 the same date (as cash dues/fees) of each school year. A unit member desiring to be exempt from joining the Association or paying the service fee shall file a claim of exemption with the Association and provide a copy to the District. The Association shall have the right of inspection in order to review the said proof of payment.~~

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~~6.3.3~~ Any unit member making payments as set forth in Section 6.3.1 and 6.3.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures. The association shall solely determine whether or not any grievance will be arbitrated.

~~6.4~~ **6.3** Membership Dues ~~Deductions or Fees:~~

With respect to all sums deducted by the ~~Board~~ **District** pursuant to Sections 6.1 and 6.2 ~~written notification from the Association authorization of the employee, whether for membership dues or equivalent fee,~~ the ~~Board~~ **District** agrees to remit such money to the Association by the 15th of the following month, accompanied by an alphabetical list of teachers for whom such **membership dues** deductions have been made, ~~categorizing them as to membership or nonmembership in the Association,~~ and indicating any changes in personnel from the list previously furnished.

~~6.5~~ **6.4** Information Furnished:

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

~~6.6~~ **6.5** Voluntary Deductions:

Upon appropriate written authorization from the teacher, the ~~Board~~ **District** shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Association and the ~~Board~~ **District** up to ~~nine (9)~~ **ten (10)** voluntary deductions.

~~6.7~~ **6.6** The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein, including reasonable

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attorney fees and costs. The Association shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed.

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ARTICLE IX

HOURS

9.1 Unit members shall be considered on duty for one hundred eighty-five (185) days. The length of the school year shall be one hundred eighty (180) instructional days, two (2) in-service days and three (3) staff development days. The Superintendent/designee and the Association President/designee shall consult on the content and scheduling of the staff development days

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

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

9.3 The unit member's supervisor may designate an additional sixteen (16) hours per school year beyond the contractual obligated workday for other duties and responsibilities as defined below. Site-level supervisors shall, whenever possible, avoid scheduling site-level meetings at the same time as District-level meetings. The Site Administrator shall seek staff input regarding minimum days and establish a process for seeking such input. All designated duties and responsibilities, which extend beyond the contractual obligated workday, shall count towards the 16 hours pursuant to the following:

9.3.1 The following activities count towards the sixteen (16) hours:

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

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

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

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

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

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

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9.3.1.7 Any joint committee formed by written agreement of the parties, which includes a provision addressing whether and to what degree such activity counts towards the sixteen (16) hours.

9.3.2 The following activities shall not count toward the sixteen (16) hours:

9.3.2.1 Regularly scheduled staff meetings.

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

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

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

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

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

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

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

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

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

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9.3.7 Unit members may, on a voluntary basis and with prior approval of their site administrator/supervisor, engage in activities defined in this section 9.3.1 beyond sixteen (16) hours. Unit members electing to be compensated for such time at the negotiated hourly rate shall enter such time on the 16 Hour Log in the appropriate column.

9.3.8 Special projects, which occur outside the 185-duty days and beyond the contractual obligated workday are excluded from the additional sixteen (16) hour duty assignments as provided in this Section 9.3 and Section 18.4. Special projects are defined as projects of limited duration, not done on an annual or cyclical basis. Compensation shall be based on the number of projected hours for the project and shall be paid at the district hourly rate.

9.3.9 The sixteen (16) hour log form, located in Addendum D, shall be prepared jointly by the Superintendent/designee and the Association.

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

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

9.6 Substitution by Middle School Unit Members

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

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

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

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

9.6.1.3.1 The site administrator shall obtain a list of those who wish to volunteer to substitute

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teach during their preparation periods. This list shall be updated every grading period.

This list shall be posted and remain posted at all times on the bulletin board next to the faculty mailboxes.

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

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

9.6.1.4.1 He or she is absent from District premises;

9.6.1.4.2 He or she has a pressing prior commitment (i.e., parent conference, student disciplinary conference, unit member evaluation conference, significant District business, etc.).

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

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

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

9.6.1.5.1.2 If the site administrator secures a unit member to substitute teach other than the unit member first directed, the first directed unit member shall be the first unit member directed to substitute in the event of a succeeding emergency situation.

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

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emergency situation unless the judgment of the site administrator dictates otherwise.

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

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

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

9.6.1.9 If a grievance is sustained alleging a violation of this Section 9.6.1, an arbitrator's remedial powers shall not be limited to ordering a restoration of the status quo or a cease and desist order.

9.7 Substitution by Elementary School Unit Member:

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

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

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

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

9.7.1.3.1 He or she is absent from District premises;

9.7.1.3.2 He or she has a pressing prior commitment (i.e., parent conference, student disciplinary conference, unit member evaluation conference, significant District business, etc.).

9.7.2 At each elementary site prior to September 15 of each year the Certificated Staff and the Administrator(s) shall work out an equitable procedure for substituting. A copy of the school's plan for substituting shall be sent to the Superintendent and the President of MPEA no later than September 30 of each year. This procedure will be set in motion only in the event of a genuine emergency where an

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administrator is substituting. The following procedure shall be used for the assignment of regular unit members to act as substitutes (by taking additional students) at elementary schools of the District.

9.7.2.1 Elementary unit members who have been given extra students during the day, when no other substitute can be found (split classes), shall be paid ~~\$40~~ **\$13** per day per student.

9.7.2.2 Kindergarten unit members, ~~who~~ **shall not** substitute during their regular non-instructional time, ~~shall be paid at the regular hourly rate.~~

9.7.2.2.1 The District shall exhaust all substitute services and lists prior to dividing a class and assigning those students to other bargaining unit members for the day a substitute cannot be procured. Uncovered classes for which a substitute cannot be found shall only be “split” after the conditions listed in 9.7.1 have been met.

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

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

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

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

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

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~~the last day of school, which shall be a “state minimum day” (which is currently 240 minutes).~~

Moved

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

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

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

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

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ARTICLE XI

CLASS SIZE

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

11.1.1 Class size shall not exceed the maximum

TK/Kindergarten	maximum class assigned	= 31 20
TK/K combination classes	maximum class assigned	= 22
Kindergarten	maximum class assigned	= 31
Grades 1 - 3	maximum class assigned	= 32
Grades 4 - 8	maximum class assigned	= 33
K-8 combination classes	maximum class assigned	= 28

The exceptions apply to:

<u>Science</u>		<u>28</u>
Physical Education		40
Instrumental Music	Based on enrollment	
Vocal Music	Based on enrollment	
Mild/Moderate Special Education Class		14
Moderate/Severe Special Education Class		12

Resource Specialist Program shall have a caseload not to exceed 28 or as provided in Education Code Section 56362 if revised. Limit of 16 students at any one time per period/class in grades 6-8.

~~Science~~ ~~28~~ *moved*

Itinerant and non-itinerant Speech and Language Specialists shall have a caseload not to exceed 55 or as provided in Education Code 56363.3 if revised.

11.1.2 These class sizes do not prohibit teachers in an individual school from using flexible schedules.

This education change must be initiated by the staff within the school.

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

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

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

11.2 Excessive Class Loads

11.2.1 The District shall have fifteen (15) days from the beginning of the school year, to correct or balance any excess enrollment as noted in 11.1.1. On the sixteenth (16) day when any class enrollment exceeds these limits, as provided in Section 11.1.1 of this Article, and for grades TK-8 the limits provided below, the teacher will be compensated **ten dollars (\$10.00)** per day for the first student and **fifteen (\$15.00)** per day for each additional student.

11.2.1.

Effective beginning with the ~~2019-2020~~ **2021-2022** school year, the compensation provided in this section shall apply to grades TK-8 classes which exceed the following limits:

TK = ~~24~~**20**

TK/K Combination = 22

K-3 = 26

4-8 = 31

K-8 Combination = 26

Teachers whose overages are for less than one full day will be compensated at the prorated amount of 1/5 of \$10.00 or \$15.00 per day per student as applicable.

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

11.3 Equal Class Size

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

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11.4 Students will not be transferred into another class unless the receiving teacher has received notification.

The school sites will develop a plan for the equitable transfer of students and submit the plan to the Superintendent by October 15th of each year.

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ARTICLE XIII

LEAVE PROVISIONS

13.1 The benefits which are expressly provided by this Section, Article XIII, are the sole leave benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, only implementation of such other benefits subject to the grievance procedure, Article VII.

13.2 *Personal Illness and Injury Leave*

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

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

13.2.3 If a unit member does not utilize the full amount of leave as authorized in 13.2.1 in any school year, the amount not utilized shall be accumulated from year to year. The Board shall provide each unit member with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than the third week of each school year.

13.2.4 After a unit member has had a continuous absence of five (5) days, the unit member, upon request by District management, may be required to present a physician's release authorizing return to work. The District may also require a medical doctor's verification to the Superintendent or designee that the illness or

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injury is sufficiently severe to warrant continued absence. Absent such verification, after notice to the unit member, the District may refuse to grant such leave. When required to have a doctor's verification, the District will pay doctor's expenses for the report.

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

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

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

13.3 *Personal Necessity Leave*

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

13.3.2 ~~Personal necessity means any business or civic endeavor or activity, which cannot be conducted before or after the school day. (stated in 13.3.2.1.1 below)~~ A unit member shall not be required to secure advance permission to use Personal Necessity Leave.

13.3.2.1 *Personal Necessity means:*

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

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

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

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

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

13.3.4 Under all circumstances, a unit member shall input their absence on the district's Absence Management system (Frontline Education formerly Aesop) or as referred to as "Substitute Service" in 13.2.5-5.

13.4 *Bereavement Leave*

13.4.1 A unit member shall be entitled to a maximum of four (4) days of absence, or six (6) days of leave of absence if four hundred (400) miles travel is needed, without loss of salary on account of the death of any immediate family member. **Bereavement Leave shall not be deducted from a unit member's sick leave.**

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

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

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

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

13.5 Pregnancy Disability and Child Bonding Leaves

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13.5.1 Pregnancy Disability Leave: The Board of Education shall grant a pregnancy disability leave of absence as provided by law to a female unit member who will be absent from her duties due to pregnancy, miscarriage, childbirth and recovery therefrom (hereafter referred to collectively as “pregnancy” for purposes of sections 13.5.1-13.5.6). Pregnancy shall be treated as a disability. Therefore, accumulated sick leave shall be utilized by a unit member for absences due to pregnancy when a statement from the individual’s physician indicates that the unit member is unable to work.

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

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

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

13.5.5 When the unit member has notified the District of the date to resume duties, the unit member’s reinstatement shall commence on that date. If the original reinstatement date will be changed, written notification shall be given by the unit member to the Human Resources Department at least **five** (5) days prior to the resumption of duties. Prior to the termination of the pregnancy disability leave, the unit member may request Child Bonding Leave.

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

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

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

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

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

13.5.7.4 Any child bonding leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee.

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

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

13.5.8.1 Hire or employ.

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

13.5.8.3 Prohibit or discharge her from employment.

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

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

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

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

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

13.6 *Industrial Accident Leave*

13.6.1 Unit members shall be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury, which was qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.

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

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

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

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

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

13.6.6 The benefits provided in this Section are in addition to sick leave benefits. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of unit member who is absent due to an industrial accident or illness.

13.7 *Judicial Leave*

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

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

13.8 *In-Service Leave*

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

13.9 *Association Leave*

13.9.1 The Association shall receive release time upon twenty-four (24) hours advance notification, when possible, to Substitute Services ~~the Superintendent and Principal~~ by the Association President to utilize for ~~local, state, or national conferences pertinent to Association affairs~~ or to perform Association duties for

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~~forty-five~~ ~~twenty-five (25)~~ 45) days at no loss of pay; however, the Association will pay the cost of the substitute. ~~The Association may elect to use an additional fifteen (15) days at no loss of pay to prepare for negotiations; however, the Association will pay the cost of the substitute.~~ The Association may elect to use an additional ten (10) days at no loss of pay; however, the Association will pay the full cost of the release time.

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

13.10 *Sabbatical Leave*

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

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

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

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

13.10.1.4 The rate of pay for a unit member on sabbatical leave shall be fifty percent (50%) of the salary he/she would have received had he/she remained in the service of the District. Salary will equal one hundred percent (100%) for one-half (1/2) year or fifty percent (50%) for a complete year. Health and welfare benefits shall be paid by the District for the unit member during the period of sabbatical leave absence. A year of sabbatical leave shall be counted as a year of experience on the salary schedule.

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

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

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

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

13.11 *Paid Leaves*

13.11.1 The unit member may return to the same position which he/she held immediately before the commencement of the leave or the closest comparable position available if the original no longer exists. When a temporary position is made available, that position shall be filled only on a temporary basis (i.e., a permanent unit member on a temporary basis or a temporary unit member to fill that position).

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

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

13.12 *Unpaid Leaves*

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

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13.12.2 The unit member must notify the district by March 1st or December 1st preceding the expiration of the leave, if the unit member plans to return to the same position which he/she held immediately before the commencement of the leave or the closest comparable position available if the original no longer exists.

When a temporary position is made available, that position shall be filled only on a temporary basis (i.e., a permanent unit member on a temporary basis or a temporary unit member to fill that position).

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

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

13.12.5 Upon request, the Board shall extend a unit member's child-rearing leave (**section 13.5.10**) and ~~study~~ **sabbatical** leave (**section 13.10**) for a maximum of one (1) year; provided, however, that at the end of the extension such unit member shall not be entitled to return to the same position and shall not receive credit for a second annual salary increment, but shall be entitled to all other benefits provided in this Section.

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

13.13 *Legislative Leave*

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

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13.14 *Study Leave*

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

13.15 *Other Leaves Without Pay*

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

13.15.1.1 Peace Corps.

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

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

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

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

13.16 *Duration Limits of Leaves*

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

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ARTICLE XIV

ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

14.1 Assignment and Reassignment

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

14.1.2 The principal shall assign bargaining unit members. These assignments shall be done in writing no later than May 7 ~~15~~ and shall be based on information known at that time. Such assignments shall include specific course titles and grades (7—8) or specific grade level and site assignments for K—6. All other bargaining unit members will be given specific assignments and location(s). **All known unit member open positions for all work sites shall be emailed to all unit members and posted no later than May 7. Such positions may or may not be filled by the District based on student enrollment.**

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

14.1.2.2 The principal shall make every effort to find a volunteer prior to imposing an involuntary reassignment for any unit member in a self-contained assignment; which currently includes grade levels K-5, K-8 at Ida Jew Academies, and grade 6 at August Boeger. However, if there are no volunteers the principal shall initiate the involuntary reassignment. Nothing herein requires the principal to reassign volunteers instead of making an involuntary reassignment.

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

14.1.3 The principal shall make every effort to make assignments within a grade level span of three (3) years. The member's current grade level shall be counted as one (1) year and the span as (2) additional grade level changes. For combination classes, the current higher grade shall be counted as one (1) year for a

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change in assignment to a lower grade, and the lower grade level shall be counted as one (1) year for a change in assignment to a higher grade. The principal shall also give consideration to keeping the unit member within the same department.

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

14.2 Transfers

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

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

14.2.2.1 A "vacancy" is a new position, an opening arising from a resignation, retirement, termination or layoff, or any position to which a unit member is not assigned or which is not committed for purposes of leaves and unresolved involuntary transfers.

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

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

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

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

14.2.2.3.3 If an approved vacancy arises during the summer months, within five (5) calendar days a copy of the “posting” of the vacancy shall be emailed to all unit members through District email and mailed to any unit member who has submitted an “Intent Form” or other written request to be notified of such vacancies to the Personnel Office. The posting shall be mailed to the official payroll address on file with the District; it shall be the unit member’s responsibility to maintain a correct address on file. Upon receipt of such a posting, a unit member must notify the Personnel Office in writing, within ten (10) calendar days of the date the posting was mailed, of his/her wish to be considered for the vacancy. In such event, the unit member shall be considered for the position in accordance with the following.

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

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

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

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

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

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

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

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

14.2.3 Involuntary Transfers

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

14.2.3.1.1 The needs of the District;

14.2.3.1.2 Filling a vacancy(s);

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

14.2.3.1.4 Overstaffing;

14.2.3.1.5 Initiation, reduction, or expansion of a program.

14.2.3.2 When the Superintendent has considered two (2) or more members for an involuntary transfer to a vacant position, When an involuntary transfer is necessary to be equal on the basis of training, experience, major and minor fields of study, competencies, credentials, past evaluations and advanced degrees, the unit member with the least District-wide seniority shall be selected for the involuntary transfer.

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

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

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

14.3 Reassignments and Transfers Due to Certificated Layoffs

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

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

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

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

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

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

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

14.5 Moving of Materials: Upon notice to the principal/immediate supervisor, the District shall move a teacher's materials to a new location when the teacher's work location changes (reassignment or transfer). For purposes of this Section, "materials" is limited to classroom instructional materials and other classroom-related equipment; and shall specifically exclude personal items not used for educational purposes. The last teacher workday shall be utilized by the teacher to prepare materials for moving.

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

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

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ARTICLE XVIII

COMPENSATION AND BENEFITS

18.1 ~~2019-2020~~ **2020-2021** Salary Schedule Addendum B (Teachers) and Addendum B1 (Psychologists):
Effective July 1, ~~2020~~²⁰¹⁹, the **2020-2021** ~~2018-2019~~ salary schedules **shall remain the same as the 2019-2020 salary schedules.** ~~be increased by two and one half (2.5%).~~

2020-2021 School Year: For the 2020-2021 school year, each unit member will receive a one-time, off the schedule payment equal to four percent (4%) of their salary on the 2020-2021 salary schedule.

2021-2022 School Year: Effective July 1, 2021, the 2021-2022 salary schedules shall be increased by three percent (3%).

~~18.1.1 Effective July 1, 2018 the 2017-2018 Psychologist Salary Schedule shall be restructured and increased as follows:~~

~~18.1.1.1 The 2018-2019 Psychologists Salary Schedule shall be increased by the percentage amount reflected in section 18.1 (3%).~~

~~18.1.1.2 The Special Education Credential Stipend (section 18.2.2) shall be eliminated for the psychologists.~~

~~18.1.1.3 Five Thousand dollars (\$5000) shall be added to each step of the Psychologist Salary Schedule following application of the increase in section 18.1.1.1.~~

~~18.1.1.4 The current Range AB-45 shall be eliminated. Unit members currently on Range AB-45 shall be placed at their appropriate step on Range AB-60.~~

~~18.1.1.5 There shall be a two Range schedule comprised of AB-60 and AB-75.~~

~~A copy of the Psychologist Salary Schedule restructured and increased according to the above provisions is attached to and incorporated into this Tentative Agreement.~~

18.2 Mileage Allowance

Members of the bargaining unit whose position and scope of duties require the use of their personal automobiles, and who have been specifically authorized in advance by the Superintendent to use their automobile, shall be

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reimbursed at the rate approved by the Board. The member shall be required to file for such reimbursement on the District Mileage Claim Form. The Mileage Reimbursement Rate will be the current IRS allowable rate.

18.3 Stipends (placeholder)

Master's Degree: \$2,000.00 ~~increment~~ **annual stipend**

Doctoral Degree: \$2,300.00 ~~increment~~ **annual stipend**

National Board Certification \$1,800.00 ~~increment~~ **annual stipend**

18.3.1 Teachers who have a valid BCLAD Teaching Credential and teach in a BCLAD position ~~will~~ **shall** receive an annual stipend of **two thousand** (\$2,000.00).

18.3.2 Teachers who teach in a Special Education position ~~will~~ **shall** receive an annual stipend of **two thousand** (\$2,000.00).

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

18.3.4 Unit members who are assigned to a Speech and Language Pathologist (SLP) position shall receive an annual stipend of five thousand (\$5,000.00).

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

AB + 30

AB + 45

AB + 60

AB + 75

~~18.4.1 Addendum B: Certificated Salary Schedules (B1 and B2 Psychologist)~~

~~2013-14~~

~~2014-15~~

~~2015-16~~

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

With 10 years \$2000

With 15 years \$3000

With 20 years \$4000

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

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

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

18.5 Hours worked beyond the contractual obligated workday of seven and one-half (7.5) hours, excluding duties for which a stipend is paid, shall be compensated at the regular hourly rate. All additional hours must be designated and pre-approved by the immediate supervisor. This rate shall be \$46.13 for the 2019-2020 school year (to apply prospectively to any hourly work completed after ratification of the 2019-2020 agreement), and beginning with the 2020-2021 school year, shall increase automatically by the same percentage as the negotiated salary schedule increase provided in section 8.1. The new rate will not apply to any hourly work completed before the approval of this agreement.

18.6 Salary Advancement/Professional Growth

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

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

- (a) Official transcripts, or
- (b) Official certificate of attendance/grade, or
- (c) Document identified as sent from the registrar's office after completion of the course, including course number, course name, units awarded, grade, and name of student.

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

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

18.6.3.2 Courses taken in order to:

- a) Upgrade professional competency;
- b) Achieve an advanced education degree;
- c) Meet the requirements for additional credential(s)/certification(s) in the education field.

18.6.3.3 Unit members may not repeat for Salary Schedule credit courses for which credit already has been granted. A duplicated course is construed as one essentially concerned with the same content or substance and having generally the same title or catalog description.

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

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

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

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

18.6.3.5 Exceptions to the above shall be cleared through the Professional Growth Committee (~~18.7~~~~18.5.3~~).

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

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

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~~18.6.4.1~~~~18.5.4.1~~ Educational objective or course unrelated to school teaching, guidance, administration, or counseling.

~~18.6.4.2~~~~18.5.4.2~~ Failure to comply with any part of Section ~~18.7~~ ~~18.5~~.

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

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

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

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

18.7.2 The Committee decision shall be advisory to the District.

18.8 Fringe Benefits

The Association and the District shall continue to work jointly on cost containment activities. During the term of this Agreement, the parties will continue to explore options regarding health and welfare coverage; however, the status quo will continue until and unless the parties mutually agree to change carriers and/or plans. Effective ~~September 1, 2021~~ ~~January 1, 2020~~, the maximum total contribution for fringe benefits will be increased from its present level of ~~\$11,500~~ to \$12,000 **to \$13,000** per fiscal year. The parties agree the foregoing change supersedes any previous MOUs regarding the expenditure of funds from a particular District reserve. Any amount exceeding the District's maximum contribution shall be paid by the unit member through payroll deductions.

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

18.8.1.1 Retired unit members who were under Plan 100 or the Kaiser Plan, and/or the Delta Dental Plan, and/or the California Vision Service Plan immediately prior to retirement, and who are not participating in the retirement incentive program, shall be subject to the rules, regulations, procedures, and policies of the respective insurance plans/companies relative to their option of remaining in the group(s) and paying group(s) rates. Those who exercise an option to remain in a group shall pay their own premium through the Business Office pursuant to the procedures in Section 13.12.3.

18.8.2 Health Insurance

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

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

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

18.8.3 Dental Insurance

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

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

18.8.4 Vision Insurance

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

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18.8.5 Income Protection

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

18.8.6 Life Insurance

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

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

18.9 Post Retirement Health and Welfare Incentive Program

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

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

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

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

1994-95 - 11 years

1995-96 - 12 years

1996-97 - 13 years

1997-98 - 14 years

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1998-99 (and after) - 15 years

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

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

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

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

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

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

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

18.10 Golden Handshake Program

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

18.11 Shared Contracts

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

18.12 Reduced Workload

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

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

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

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

18.13 IRC Section 125

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

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For MPESD:

Dr. Elida MacArthur
Superintendent

Date

For MPEA:



Mrs. Cindy Parico
President

6/10/21

Date