

AGREEMENT
BETWEEN
MIDDLETOWN UNIFIED SCHOOL DISTRICT
AND
MIDDLETOWN TEACHERS ASSOCIATION
C.T.A., N.E.A., M.T.A.

JULY 1, 2013

TO

JUNE 30, 2015

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ARTICLE I AGREEMENT

1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Middletown Unified School District and the N.E.A., C.T.A., M.T.A., (Association), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

ARTICLE II - RECOGNITION

WHEREAS, at a public meeting on April 7, 1976, the Board of Trustees of the Middletown Unified School District recognized the Middletown Teachers Association as the exclusive representative for employees in the Certificated Unit.

AND WHEREAS, the Certificated Unit consists of certificated employees as follows:

High School Classroom Teacher
Intermediate Classroom Teacher
Primary School Classroom Teacher
Elementary School Classroom Teacher
And any full and part-time certificated personnel
paid on the teachers' salary schedule.

Certificated employees that have been declared management, confidential, supervisory, and substitutes are specifically excluded from the unit.

ARTICLE III - EVALUATION

PURPOSE - The purpose of this procedure is to establish a uniform system of evaluation and assessment of the performance of all certificated personnel within the District. It is further recognized that evaluation of staff is designed to improve performance and thus in turn improve the quality of education for Middletown students. The evaluation procedure is intended to be objective and helpful to the staff. Everyone involved is obliged to operate within a cooperative, positive and professional framework.

3. EVALUATION

3.1. Evaluation procedures shall be in accordance with Education Code Section 44660 et. seq. And the State Board of Education guidelines established pursuant to Education Code Section 33039.

3.2. The Board shall do the following:

3.2.1. Establish standards of expected student achievement at each grade level in each area of study.

3.2.2. Evaluate and assess certificated employee competency as it reasonably relates to (1) the progress of students toward the established standards, and (2) the performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board, and (3) the establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities, and (4) the instructional techniques and strategies used by the employee, and (5) the employee's adherence to curricular objectives.

3.2.3. The evaluation and assessment of teachers shall not include use of publishers' norms established by standardized tests.

3.3. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis. Permanent employees who have received, in the judgment of the District in its sole discretion, an unsatisfactory evaluation shall be evaluated annually until the employee receives, in the judgment of the District in its sole discretion, a satisfactory evaluation; otherwise permanent employees shall be evaluated every other year, those whose last name begins with any of the **letters "N" through "Z" inclusive, will be evaluated in school years that end on a even numbered year (i.e. 1983-84), and all others in school years that end in an odd numbered year (i.e. 1984-85). (November 27, 2012)**

3.4. ***"For a teacher with permanent status who has been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be a filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, the employee and the evaluator may mutually agree that the employee shall be evaluated every five (5) years."*** (March 5, 2013) The employee and the evaluator may mutually agree that the employee shall be evaluated every five (5) years. Both the employee and the evaluator understand that either party may withdraw consent at the beginning of the school year, not later than September 15.

3.5. Probationary employees shall be evaluated at least once per year. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee as well as commendations if so warranted. In the event an employee is not performing his duties in a satisfactory manner according to the standards prescribed by the governing board, the employing authority shall notify the employee in writing of such fact and describe such unsatisfactory performance. The employing authority shall thereafter confer with the employee, making specific recommendations as to areas of improvement in the performance of the employee and endeavor to assist him in such performance.

3.6. Evaluation Procedure

- 3.6.1. At least one formal observation and one informal observation shall be made of each employee prior to preparation of the written evaluation. The informal observation will have a short note of acknowledgment of the visit signed by both the administrator and the teacher. 3/12/98
- 3.6.2. The results of the observation shall be recorded on a written instrument with a copy supplied to the employee. Each observation instrument shall contain recommendations for improvement of performance of the employee and commendations, if warranted.
- 3.6.3. Space will be provided on the written observation instrument for the employee to respond in writing, if he so chooses. The response must be provided within ten (10) school days of the date the evaluator sends a copy of the observation instrument to the employee.
- 3.6.4. A post conference shall be held within ten (10) instructional days following each formal observation.
- 3.6.5. The formal observation shall be made sufficiently early in the school year such that the employee has a reasonable opportunity to follow any recommendations for improvement contained in the written observation instrument, prior to the last observation which is part of the basis for the annual formal evaluation. For employees being evaluated during the school year pursuant to this Article, at least one annual written evaluation shall be completed and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The written evaluation shall be written in a good faith effort to cause the employee to have a clear understanding of the recommendations and/or commendations and how to implement them. First year probationary teachers shall have their first formal observation by no later than November 30th. An attempt will be made to complete one of the formal observations by November 30th; however, this provision is advisory only and shall not be construed to affect in any way the validity or admissibility of any observation or evaluation. 3/98
- 3.6.6. Recognizing that educational evaluation is an ongoing process, informal observations and classroom visits will be used at the discretion of the evaluator.
- 3.6.7. The annual evaluation and assessment shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than as provided for in subsection 3.6.5 hereof.
- 3.6.8. The evaluator may hold a conference with the employee prior to preparation of the evaluation. The employee shall have the right to initiate a written response or reaction to the evaluation. Such response shall become a permanent attachment to the employee's personnel file.
- 3.6.9. The response, if any, must be provided within fifteen (15) school days of the date the evaluator sends a copy of the evaluation instrument to the employee.
- 3.6.10. Before the end of the school year, a meeting shall be held between the certificated personnel and the evaluator to discuss the evaluation.
- 3.6.11. Each certificated employee shall receive a written copy of his/her formal observation and evaluation form, signed by the employee and the evaluator.
- 3.6.12. If the District administration in its sole discretion deems it appropriate, there may be additional observations and/or evaluations following the annual evaluation, which may be used for the same purposes and to the same extent as the annual evaluation and other evaluations and/or observations. Following the first formal observation for a particular employee, if the District Superintendent in his sole discretion determines that the observation demonstrates overall unsatisfactory performance on the part of the employee, and if the employee requests a formal observation in writing in addition to any other formal or informal observations which may be performed prior to the first evaluation, the District shall provide such additional observation.

- 3.6.13. Each classroom observation shall have a duration of forty-five (45) minutes or one (1) full instructional period.
- 3.6.14. The evaluator shall work cooperatively with the employee to correct any cited deficiencies, and shall offer direct assistance to implement recommendations for improvement and may, at the District's sole discretion, provide the employee with the opportunity to participate in a program or conference for the purpose of improving the employee's performance.
- 3.7. Nothing in this Agreement shall be construed as in any way limiting the authority of the District Board to develop and adopt additional evaluation and assessment guidelines or criteria.
- 3.8. All observations of certificated employees shall be the responsibility of the District's administration.
- 3.9. Certificated employees are urged to invite evaluators to classrooms on an informal basis, when and if specific help is needed.
- 3.10. A variety of evaluation instruments may be developed and employed. It is the intent of the parties that teachers work cooperatively with the District to produce accurate, fair, and objective evaluation instruments.

ARTICLE IV GRIEVANCE PROCEDURE

4. CONTRACTUAL GRIEVANCE PROCEDURE

4.1. DEFINITIONS

4.1.1. A “Grievance” is defined as an alleged violation, misapplication, or misinterpretation of this Agreement which adversely affects a member of the bargaining unit.

4.1.2. A “Grievant” may be one of the following:

4.1.2.1. The employee organization (Government Code Section 3543.1).

4.1.2.2. Full time certificated teachers represented by the employee organization (Government Code Section 3543).

4.1.3. A “day” is any day in which the district office of the Middletown Unified School District is open for business.

4.1.4. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4.2. INFORMAL LEVEL

Within ten (10) days after knowledge of the occurrence of the act or omission giving rise to a grievance, and before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her building principal.

4.3. FORMAL LEVEL

4.3.1. Level I

4.3.1.1. Within five (5) days after an informal conference that fails to satisfy the grievant, the grievant must present his/her grievance in writing to the building principal. An informational copy shall be given to the president of the employee organization and the District Superintendent.

4.3.1.2. This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

4.3.1.3. The building principal shall serve a proposed written decision on the employee, with a copy to the President of the Association, within ten (10) days after the grievance is filed. The building principal shall serve a final written decision on the employee, with a copy to the President of the Association, at least ten (10) days after the date of service of the proposed decision; during this ten (10) day period, either the grievant or the employee organization may file a written response to the proposed decision.

4.3.2. Level II

4.3.2.1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent, or his/her designee, within ten (10) days after the final decision at Level I is served on the employee.

- 4.3.2.2. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 4.3.2.3. The Superintendent, or his/her designee, shall communicate his/her proposed final decision in writing to the grievant and the employee organization within ten (10) days after receiving the grievance. The grievant or employee organization shall have ten (10) days to file a written response. If the grievant or the employee organization fails to do so, the decision shall be final at the expiration of the ten (10) day period; otherwise, the Superintendent or his/her designee shall issue a final decision within ten (10) days of receipt of the written response.

4.3.3. Level III

- 4.3.3.1. In the event the grievant or the employee organization is not satisfied with the decision at Level II, the grievant or the employee organization may appeal the decision to the Review Committee within ten (10) days after receiving a final written decision from Level II. Said appeal shall be written.
- 4.3.3.2. The appeal shall be filed with the Superintendent. Upon receipt of the appeal, the Superintendent or his/her designee shall within five (5) days, supervise the appointment of a Review Committee consisting of three (3) persons to conduct an investigation.
- 4.3.3.3. The Review Committee shall consist of one person chosen by each party to the grievance and a third person chosen by the two members previously chosen. Each of the three members shall be an employee either of the District, the Lake County Superintendent of Schools, or one of the other school districts within Lake County, except as provided herein. If the first two members of the Review Committee are unable to agree upon a third member within five (5) days, the California State Conciliation Service will be requested to supply a list of five (5) persons who could serve as a third member. From the list, the non-initiating party to the grievance would proceed by striking one name from the list; each party to the grievance would then so continue alternately until one name remains who would then serve as the third member. In either case, the third member shall serve as chairman of the committee.
- 4.3.3.4. The Committee shall have available to it all documents relevant to the grievance as filed which are requested by either party and any district records relevant to the specific issues raised in the grievance as filed, which are requested by either party, except records or documents which are confidential pursuant to law and/or subject to a legally recognized privilege. The Committee shall also consider any additional relevant information submitted by either party.
- 4.3.3.5. Parties involved shall be given at least two (2) days notice of any interview scheduled by the Committee.
- 4.3.3.6. The Committee shall within ten (10) days of completion of selection of the Committee prepare a written report for submission to the Superintendent or his/her designee stating the issues submitted to it, the facts determined, and the conclusion derived therefrom. The time may be extended by mutual agreement between the grievant and the Superintendent or his/her designee. Any members of the Committee dissenting from the view of the majority shall, at his/her request, have his/her reasons stated in the report.
- 4.3.3.7. The report of the Committee shall be limited to the specific issue or issues contained in the grievance filed. Neither the Committee, nor its individual members, will have the power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District nor to so recommend.
- 4.3.3.8. The costs, if any, of the Committee members appointed by each party shall be borne by the appointive party. Any additional cost of the committee shall be borne equally by both sides.

4.3.3.9. Unless the report is appealed pursuant to Section 4.3.4 hereof, or vacated by the Board of Trustees, it shall constitute the final decision.

4.3.4. Level IV

4.3.4.1. In the event that the grievant or the employee organization is not satisfied with the decision at Level III, he/she may appeal the decision in writing within five (5) days of receipt of the report to the Governing Board. The Board has the power to render determination of a grievance.

4.3.4.2. The appeal shall be filed with the Superintendent. Upon receipt of the appeal, the Superintendent shall furnish a full report to the Board of Trustees. This report shall include: (a) the employee's statement of the complaint; and (b) reports of the findings and opinions of all other levels.

4.3.4.3. The Board shall grant a hearing at the next regular meeting for which the items may be placed on the agenda according to law. The Board of Trustees shall render a decision within one (1) regular Board meeting after receiving the appeal which shall be communicated in writing to the employee, with copies to the Superintendent, Principal, and the employee organization.

4.3.4.4. The employee may be represented by the employee organization in his appeal to the Board. If the organization does not represent the employee, the organization shall, within five (5) days of receipt by the Superintendent of a written request, receive a copy of the Superintendent's report to the Board pursuant to Section 4.3.4.2.

4.3.4.5. The decision of the Board of Trustees shall be final and binding.

4.4. GRIEVANCE PROCEDURES

4.4.1. The instituting and processing of the formal grievance procedure shall be done outside the regular employee working periods.

4.4.2. All proceedings shall be confidential and once instituted shall not be made public without the agreement of all parties except public meetings of the Board of Trustees which are required to be open to the public by law.

4.4.3. Both parties are entitled to conferee or conferees.

4.4.4. While the grievance procedure is being pursued, the District's resolution of the existing problem shall be followed until a final decision of the matter is reached.

4.4.5. Should the Board of Trustees wish to consider any decision of a Principal or the Superintendent which has become final, it may order the decisions vacated.

4.4.6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association. The forms shall be provided by the District.

4.4.7. Failure by the grievant or the employee organization to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

4.4.8. Failure by the District personnel to issue a decision or to comply with the specified time limits shall authorize the grievant to proceed to the next step in the grievance process.

ARTICLE V - ORGANIZATIONAL SECURITY

5. DUES DEDUCTION PROVISION

- 5.1. Any unit member who is a member of the Middletown Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) 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 authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.2. Any 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 an agency fee in an amount which must not support the Association activities beyond the Association's representational obligations and shall not exceed the amount allowed by current law, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph A, 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 same manner as set forth in Paragraph A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 5.3. 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; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to any one of the following non-religious, non-political, non-labor organizations, charitable funds exempt from taxation under Section 501 (C) (3) of Title 26 of the Internal Revenue Code, including but not limited to:

- 1) Foundation to Assist California Teachers
- 2) Big Brothers/Big Sisters
- 3) American Field Service
- 4) Local Scholarship Funds
- 5) United Way
- 6) American Red Cross
- 7) American Cancer Society
- 8) American Heart Association

Such payment shall be made on or before October 1st of each school year.

- 5.4. 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 5.3 above, shall be made on an annual basis to the Association and the District as a condition to continue exemption from the provisions of Sections 5.2 and 5.2. Proof of payment shall be in the form of receipt and/or cancelled 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 1st of each school year.

- 5.5. Any unit member making payments as set forth in Sections 5.3 and 5.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 5.6. With respect to all sums deductible by the District pursuant to Sections 5.1 and 5.2 above, whether for membership dues or agency fee, the District agrees to promptly remit said 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.
- 5.7. The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 5.1 of this Article.
- 5.8. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit unions, and any other plans or programs jointly approved by the Association and the District.

ARTICLE VI - WAGES

6. During the term of this Agreement, the District shall maintain the salary schedule and follow the salary classification requirements in Exhibit A, attached. Effective July 1, 1994, the following changes will apply: (Exhibit A-1).
 - 6.1. Elimination of the BA+15 column. Any teacher employed with less than 30 units beyond the BA degree will be compensated on the first column less \$800.
 - 6.2. Master Degree stipend will be \$1150.
 - 6.3. Longevity Pay: \$500 per year after completion of fifteen (15) complete consecutive years of service with the District. This \$500 stipend will be paid during the 16th, 17th, 18th, 19th and 20th years of complete consecutive service to the District.
 - 6.4. Longevity Pay: An additional \$500 per year will be paid after completion of twenty (20) complete consecutive years of service with the District for a total of \$1000 per year. Upon completion of twenty-five (25) consecutive years with the District, an additional \$500 will be paid for a total of \$1500. Upon completion of thirty (30) consecutive years with the District, an additional \$500 will be paid for a total of \$2000. Upon completion of thirty-five (35) consecutive years with the District, an additional \$500 will be paid for a total of \$2500.
 - 6.5. Certificated staff may choose paychecks disbursed over an eleven-month pay period or twelve-month pay period. Teachers must notify the District Office by September 10th if he/she wishes a 12-month pay period.
 - 6.6. "Extra-curricular duties" means those duties which are enumerated in Exhibit B-2, attached. The District reserves the right to select gatekeepers and event supervisors from any source. Certificated staff will not be assigned without employee permission except those employees who have not met provisions of Article 7.5. Those certificated staff will be assigned and will receive remuneration as based on Exhibit B-2.
 - 6.6.1. Compensation for extra duties beyond those specified in Exhibit B-2, and for other assigned duties beyond those provided for in Article 7.5, which are created during the term of this Agreement shall be established by the District. The employee organization may request to negotiate over such compensation during the term of this Agreement as long as such request is made in writing within thirty (30) days after the establishment of the initial compensation. Pending the outcome of negotiations, the initial compensation shall continue in effect.
 - 6.6.2. A teacher who is requested by his supervisor, a principal, or the district superintendent to use the teacher's automobile in the performance of his duties shall be reimbursed for such travel at the rate paid by the Lake County Office of Education at the time of the request. If an employee so requests in writing, the reimbursement shall be adjusted to a figure not to exceed the amount above which the District is required by law to report the reimbursement to the Internal Revenue Service.
 - 6.6.3. A teacher shall obtain written permission from the District to take students on a field trip and to transport such students in his/her personal automobile. Teachers supervising such field trips shall not be entitled to any extra compensation.
 - 6.7. Compensation of one and one-half percent (1.5%) will be included on the Teachers' Salary Schedule for 1999-2000 for the three "Buy-Back Days" for staff development. Thus the work year will increase from 181 days to 184 days. If the funding at the state level is eliminated for "Buy-Back Days," the District calendar will change from 184 days back to 181 days and the one-half percent 1.5% for 1999-2000 will be removed from the Teachers' Salary Schedule

- 6.7.1. Unit members may elect to reduce their contract days by up to three days and thus have their salary reduced by the corresponding one half of one percent (0.5%) for each “Buy –Back Day” not attended. The Unit member must notify the district of the length of contract desired, by April 15th. Of each year, and indicate which buy back days they will attend. The District calendar shall be in place prior to the unit member selecting their contract length for the year. The resulting contract length will constitute a complete year of service for the purpose of State Teachers Retirement System credit. If the unit member does not select a reduced number of days by the deadline, then the 184 day contract will be kept in place for that member.
- 6.7.2. If a unit member does not attend a designated staff development “Buy-Back Day,” the member will have one day’s pay deducted for each day missed from the monthly payroll check and STRS credit will also be lost for that day.
- 6.7.3. Teachers who are absent from scheduled buy-back days due to unforeseen emergency, previously approved absence, or due to illness with documentation from a doctor may participate in an alternative principal approved staff development activity equivalent to the time missed. The content of the make-up activity must conform to the requirements of the Instructional Time and Staff Development Reform Program.

6.8. Salary Formula

- 6.8.1. A Budget Action Team (BAT) will serve as the group representative of both the MTA and district teams to respond to future questions and/or problems which may occur with regard to the formula. The Budget Action Team (BAT) will regularly monitor and review the fiscal impact of this program. The BAT will include three MTA members, three CSEA members, one Board member, one administrator, the Business Manager and the Superintendent.12/01.

6.9. Selling Prep Periods

Overage pay will be calculated in the following manner

- 1) Determine daily rate of pay by dividing annual base salary by 184.
- 2) Multiply by prep period as a percentage of FTE.
- 3) Multiply by the number of days employee provides this service.

ARTICLE VII - HOURS OF EMPLOYMENT

7. There shall be 180 instructional days plus those other workdays in which teachers work and students are not in attendance. The total number of workdays for teachers shall be 184 days, in the discretion of the Board of Trustees. Teachers new to the District will be required to report to school one additional day prior to the beginning of the school year for a total of 185 days.

7.1. The hours of employment for teachers shall include the following number of instructional minutes which shall be offered to students:

1. 36,000 minutes in Kindergarten.
2. 50,400 minutes in grades 1 to 3, inclusive
3. 54,000 minutes in grades 4 to 8, inclusive.
4. 64,800 minutes in grades 9 to 12, inclusive.

The definition of instructional minutes under this provision shall conform to law and shall be within the sole discretion of the District. Amended (11/19/04)

7.2. The teacher workday is defined as seven and one-half (7 ½) contiguous hours, including lunch. ***Teachers will be at school 10 minutes prior to the start of school.*** (Nov 27, 2012) A teacher may voluntarily choose to have a non-contiguous assignment. The District will make a reasonable effort to distribute the amount of student contact time in an equitable manner in grades 1 through 12. The specific hours and times to be assigned to each teacher shall be within the sole discretion of the District, subject to provisions of this section. The starting and ending times and the length of the school day, as well as the length and number of class periods per day shall be within the sole discretion of the District Board of Trustees. A teacher will not be required to work beyond the regular/normal closing time of school without being compensated according to the hourly salary schedule. All time during the work day which is not time assigned as direct student contact, including but not limited to, tutoring and student discipline such as detention, will be devoted to activities including, but not limited to, faculty meetings, preparation for future instructional activities, curriculum development, articulation meetings, evaluation of student performance, parent and student conference, in-service training activities and meetings, conferences with administrators and other teachers regarding student, and other meetings and similar functions designated by the District. In the event that one or more employees and the District decide to use this time to implement a new school program, a portion of this time will be used for this purpose. (Amended 11/3/03)

7.3. Every teacher shall be entitled one duty-free uninterrupted lunch period of at least forty (40) minutes as part of the work day, except in the case of minimum day and rainy day schedules, when the lunch period for teachers of grades K-12 shall be at least thirty (30) minutes. The determination of whether the rainy day schedule is to be invoked shall be in the sole discretion of the site administrator. The lunch period shall include the time necessary to escort the students to and from the lunchroom and other necessary passing time activities. (Amended 12/3/02)

7.4. Teachers having three or more classes in grades 7-12 will be entitled to a preparation period equal in length to a class period. No teacher will be required to teach during his/her preparation period, with the exception of Exhibit B-3, section c. Each teacher who is assigned by the principal to be both a class advisor and a department chairperson will receive one additional preparation period during the workday for so long as the teacher simultaneously holds both assignments, in order to complete the duties which the District designates for these assignments. (Amended 02/07/03)

7.5. Unit members shall be required to attend faculty meetings, parent meetings (including IEPs), open houses, and parents' nights.

- 7.5.1. Elementary Staff: Each school site shall assign supervision before school, at recess, and after school on an equitable basis.
- 7.5.2. Secondary Staff: Shall be assigned duty before school, after school, and in addition shall be assigned 3 co-curricular events, such as dances and athletic events, during the school year. Co-curricular supervision does not include paid assignments at activities which charge an admission fee. Secondary staff shall also be required to attend commencement exercises for grades 8 and 12.
- 7.5.3. The principal will be responsible for creating a sign up sheet for supervision at the beginning of each school year. Unit members will be given the opportunity to select supervision assignments. If a unit member does not sign up within the window period announced by the principal, supervision will be assigned.
- 7.5.4. Special Education (RSP and SDC) teachers will not be required to participate in extra duties such as supervision of student activities outside the work day, bus duties, detention, dances, recess and before/after school duties due to the time necessary for IEP's, ITP's, and SST's. Other duties such as open house, back to school nights, parent conference, and staff meetings will still be required. All duties which have stipends will be given to Special Education teachers only by teacher's choice.
- 7.5.5. The District, represented by the Principal and/or the Superintendent, may also require unit members to perform the duties established by the District for supervision and gate-keeping at high school athletic events, who shall be paid according to Exhibit B-2, attached.
- 7.5.6. Unit members assigned to perform the duties established by the District for class advisors for grades 9-12 (maximum of two per class) shall be paid according to Exhibit B-2 attached.
- 7.6. Adequate release time will be given for Association representatives. In the event that it become necessary to meet and negotiate after the school year begins, the days and times will mutually be agreed upon by the District and MTA. Both parties will be select these days to have the least impact on the instructional program. A maximum of three members of the teacher negotiating team will be excused from school for negotiations. Any additional members will be paid for by MTA. MTA will have release days throughout the school year to attend to union business. Such business must be approved by the MTA president/executive board. Substitute costs will be paid for by MTA. At least three days notice will be given to the district whenever possible. When three days notice is not possible, MTA will clear the absence with the Superintendent or designee. (Amended 5/9/2007)
- 7.7. The District shall meet with the Association prior to December 1st to discuss the parameters and problems with the calendar for the next school year. Special consideration will be given for taking the week of Thanksgiving as non-student and non-teaching days.
- 7.8. Teachers will spend whatever time is necessary to adequately prepare for classroom instruction and all other professional responsibilities.
- 7.9. The teacher may be assigned to the supervision of students during the work day on an equitable basis for teachers in grades K-12.
- 7.10. The day immediately prior to the commencement of Winter Recess and the last day of school shall be declared minimum days for both students and staff.
- 7.11. The District shall make every reasonable effort to limit the number of academic preparations for teachers in grades 6 through 12; however, no teacher may be assigned a course schedule which requires daily preparation for more than four different academic courses. The District Superintendent shall make the final determination of whether a teacher's schedule exceeds the limit specified above after consultation with the individual teacher. An "academic course" shall mean a course within one of the following subject areas: Mathematics, Science, Social Studies, English, Spanish, and French. "Different" shall mean the course requires the teacher daily to prepare lesson plans which vary significantly and such variation is made necessary by the nature of the curriculum which the teacher is required to follow, and such variation

cannot reasonably be avoided by the teacher. The principal or his designee will consult with each teacher prior to giving the teacher his or her class assignments.

- 7.12. A teacher who is required by the District as part of his or her assignment to travel between school sites shall be allowed a reasonable amount of travel time during the workday as defined in Section 7.2. The District shall determine what is a reasonable amount of travel time between two sites. The District Superintendent or his designee will consult with each affected teacher prior to determining what is a reasonable amount of travel time. Travel time shall mean the time it takes to travel from one assigned classroom to another assigned classroom.

11/14/96

ARTICLE VIII - LEAVES

8. Certificated employees under this Agreement are entitled to and shall receive the rights to personal illness leave, transfer of sick leave, industrial illness or accident leave, bereavement leave, maternity leave, and military leave, as set forth and required by provisions of the Education Code. Such statutory rights in effect as of the date of the execution of this Agreement shall continue in full force and effect during the entire term of this Agreement. Such statutory rights are included within and are not in addition to the leaves provided for under this Agreement.

8.1. GENERAL LEAVE PROVISIONS

8.1.1. Teachers on District approved paid and unpaid leave shall be entitled to:

- 8.1.1.1. Return to a teaching position within their credential, providing that they have not been dismissed, decertified, or declared mentally incompetent.
- 8.1.1.2. Receive credit for annual salary increments provided that they have served seventy-five percent (75%) of the days school is in session the year for which they are granted attendance.
- 8.1.1.3. Teachers on District approved paid leaves shall continue to receive health insurance coverage for the period of the leave.

8.2. SICK LEAVE (Pursuant to Education Code Section 44978)

- 8.2.1. Every full-time bargaining unit employee shall be entitled to ten (10) days of paid sick leave per school year, earned on July 1st per school year. Said leave is to be used solely for illness or other physical disability preventing the employee from performing his or her duties except as provided in Section 44978.5 and 44981 of the Education Code.
- 8.2.2. Unused sick leave shall accrue from school year to school year, as provided by law, and may be used at any time during the school year subject to the requirements of this Article.
- 8.2.3. The District may require that the employee provide written verification by a physician of the employee's incapacity if the District Superintendent determines that verification is appropriate under the circumstances. If such verification is provided by a physician selected by the District, the District will pay any cost that exceeds that provided by the District health insurance.
- 8.2.4. The District shall provide, no later than October 15th of each school year, each teacher with a written statement of (1) his or her accrued sick leave total and (2) his or her sick leave entitlement for the school year.
- 8.2.5. Salary deductions will be made for illness or accident beyond the days covered by full pay sick leave or upon failure to provide the required verification.
- 8.2.6. An employee employed for less than five (5) school days per week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury as the number of days he is employed per week bears to five.

8.3. PERSONAL NECESSITY LEAVE (Education Code Sections 44978.5 and 44981)

- 8.3.1. Leave that is credited under section 8.2 of this Article may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

8.3.2. For the purpose of this provision, personal necessity shall be limited to:

8.3.2.1. death or serious illness of a member of the employee's immediate family;

8.3.2.2. an unforeseen accident involving the employee's person or property, or the person or property of the employee's immediate family; or

8.3.2.3. attending school activities of the unit member's child under Labor Code Section 230.8; or

8.3.2.4. other activities that cannot reasonably be deferred to other than regular work hours, which are neither matters of personal convenience, recreational activities, or concerted activities. Important family events whose timing is not within the control of the staff member, such as weddings, graduations, or family reunions, will not be considered matters of convenience or recreation.

8.3.3. An employee may use up to 20 days of personal necessity leave for matters related to the adoption of a child. In the case of adoption of a newborn infant, an additional 10 days may be used.

8.3.4. No prior permission is required for use of seven (7) days in any school year. However, the leave under section 8.3.2.4 above cannot be used on the day immediately preceding or following a holiday or vacation without prior approval from the principal. If the request is denied by the immediate supervisor, the employee has the right to appeal to the District Superintendent. Employees utilizing personal necessity leave must identify which category above applies 8.3.2.1, 8.3.2.2, 8.3.2.1, 8.3.2.3, and 8.3.2.4, and shall make every effort to comply with the District procedures regarding advance notice to enable the District to secure a substitute.

8.3.5. Up to three (3) days of the seven (7) days specified above per school year may be used for personal necessity, without having to state a reason to the District, per ed. code. These days may not be used for the purposes excluded in section 8.3.2.4 above or for concerted activity. The provisions in section 8.3 regarding vacations and holidays apply to these days as well. If possible, advance notice of taking leave shall be given by the employee to the District Superintendent. (5/9/2007)

8.4. CATASTROPHIC LEAVE

8.4.1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and he or she has exhausted all of his or her sick leave and other paid time off.

8.4.2. "Eligible leave credits" means sick leave accrued to the donating employee.

8.4.3. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met: (Amended 12/3/02)

8.4.3.1. The employee who is suffering from a catastrophic illness or injury and obtains approval from the MTA Board requests that eligible leave credits be donated and provides doctor's certification of catastrophic injury or illness as required by the MTA board. (Amended 6/01/06)

8.4.3.2. The District determines that the employee is unable to work due to the employee's catastrophic illness or injury.

8.4.3.3. The employee has exhausted all accrued paid leave credits.

8.4.4. Employees may donate to the fund before September 10th each year. Each employee may donate one day/year, employees must have ten (10) sick days available to donate to fund. Part time

employees (.5-1.0 FTE) may donate to the fund before Sept. 10 each year. Part time employees may donate an amount equivalent to their Full Time Equivalent (e.i .67 FTE donates .67 days of sick leave) to the pool per year and must have at least 5 days of sick leave available. Only those who donate in the current school year may access the fund.

8.4.5. The maximum amount of time for which donated leave credits may be used may not exceed a maximum period of 30 days during a fiscal year. Part-time employees would be able to request up to their FTE times the maximum 30 days rounded to the nearest full day from the fund (i.e. .67 FTE times 30 days equals 20 days). The catastrophic Leave Fund usage will be capped for any given year at the fund balance or 300 days whichever is less.

8.4.6. All transfers of eligible leave credit shall be irrevocable.

8.5. SABBATICAL LEAVES

8.5.1. The Governing Board of the Middletown Unified School District recognizes the value of in-service training through the use of sabbatical leaves and encourages its certificated employees to avail themselves of the opportunity as they become eligible for the leave.

8.5.2. Types of Sabbatical Leave

8.5.3. The application for sabbatical leave must include a detailed outline of the purpose of the leave.

8.5.3.1. Study – the pursuance of a course of study at an institution approved by the Sabbatical Screening Committee. It shall be for the purpose of updating the employee’s professional knowledge and skills.

8.5.3.2. Research – work on a project approved by the District.

8.5.3.3. Travel – a District approved travel program including a complete itinerary with a correspondence timetable and objectives. Sabbatical leave for travel shall be primarily to gain professional knowledge and skills. No unit requirements are connected with the sabbatical; however, the employee shall specify if he/she intends to take units in an institution of higher learning during the travel period. These units would be subject to approval by the District.

8.5.4. Performance of Service

8.5.4.1. The employee is only required to perform services agreed to in his/her approved application.

8.5.4.2. Certificated personnel employed by the District while on sabbatical leave must have prior approval by the Superintendent.

8.5.5. Application Procedure

8.5.5.1. An employee who has served the District for seven years is eligible to apply for sabbatical leave.

8.5.5.2. The number of employees absent on sabbatical leave is determined by the Superintendent and the Board of Trustees. If the District decides that no sabbatical leaves will be granted for a school year, the District will notify the unit members by no later than the preceding December 1st.

8.5.5.3. All applications for sabbatical leave shall be submitted to the District Office no later than January 1st or at the discretion of the Board of Trustees prior to the time which the proposed leave is granted.

8.5.5.4. Applicants for semester leaves are encouraged to request the leave for the second semester of the school year whenever possible.

8.5.6. Selection Procedures

8.5.6.1. Applications for leave shall be evaluated by a panel of three (3) certificated staff members appointed by the Board of Trustees. This committee shall include the District Superintendent as a voting member.

8.5.6.2. The Sabbatical Screening Committee shall submit its recommendation to the Superintendent by March 1st in the case of a one (1) year sabbatical leave. In the case of a second semester sabbatical leave, the recommendation shall be submitted two (2) months prior to leave.

8.5.6.3. Applications shall be placed in rank order of preference as determined by the following criteria (not necessarily in order of importance).

1. Length of service to the District
2. Purpose of the leave
3. History of self-improvement
4. Quality of service to the District
5. Timelines-dependent on schedule events

8.5.7. Final approval shall be at the discretion of the Board of Trustees and based on the above criteria, past evaluations of the applicants, and the potential contribution of the employee to the benefit of the schools and pupils in the District.

8.5.8. Board action shall take place no later than the first Board meeting in March; or in the case of the second semester sabbatical leave, will be left to the discretion of the Board. If the leave is denied, a written explanation shall be sent to the applicant within ten (10) days of Board action.

8.5.9. Conditions for Sabbatical

8.5.9.1. A certificated employee on sabbatical leave for an entire year, shall be paid one-half of the annual salary he/she would be earning had he/she not taken the leave; for a semester leave, full salary shall be granted.

8.5.9.2. Upon application for sabbatical leave, the employee agrees to return to service in the District for a term of two (2) years. With prior Board approval, the employee may delay his/her return.

8.5.9.3. The employee shall be required to furnish a suitable bond indemnifying the Board of Trustees against loss in the event that the employee fails to return to service in the District or that he/she fails to complete the two (2) years service obligation.

8.5.9.4. In the event the employee cannot meet the requirements of the sabbatical leave because of illness or injury, the leave shall be terminated and the employee placed on sick leave. All provisions of the sick leave policy shall apply to the employee. The employee shall show cause of his/her inability to continue the sabbatical. In the event of the employee's death, no repayment of salary shall be required of his/her estate unless provided for in the bonding agreement.

8.6. Return from Sabbatical

- 8.6.1. Within forty-five (45) days after returning from the sabbatical leave, the employee shall file with the District Superintendent for transmission to the Board of Trustees, a written report describing the research or travel, or a transcript of units taken and completed by the applicant. Upon request an oral report shall be made to the Board.
- 8.6.2. Sabbatical leave shall count as a year of experience on the salary schedule and shall apply toward retirement.
- 8.6.3. All approved academic credits earned by an employee on leave are applied, upon his/her return to full-time teaching, to his/her group classification on the salary schedule.
- 8.6.4. Whenever possible, the placement of the employee upon his/her return shall be at the school where he/she last held a position. Placement in another school and/or position shall be governed by the transfer and reassignment policy.

8.7. PERSONAL UNPAID LEAVE

05/00

- 8.7.1. Unit member must apply to Board for Unpaid Leave before February 1, of the current school year. The Board may choose to approve or not approve. The employee must have worked in the District for a minimum of five (5) years. The District would not provide insurance or STRS credit.
- 8.7.2. The employee on leave must notify the District before February 1st of the year on leave of their intention to return to work for the following school year. If there is no notice by February 1st, the position will be forfeited.

8.8. REDUCED WORK LOAD PROGRAM

05/00

- 8.8.1. The District may allow an employee who is a member of the Defined Benefit Program to reduce his or her workload from full-time to part-time, and receive the service credit the member would have received if the member had been employed on a full-time basis and have his or her retirement allowance.
 - 8.8.1.1. The option to reduce the member's workload shall be exercised only with the mutual consent of the District and the member and pending Board approval on a case by case basis. The program must be cost effective for the District.
 - 8.8.1.2. The member shall have been employed full-time to perform creditable service subject to coverage under the Defined Benefit Program for at least ten (10) years including five (5) years immediately preceding the reduction in workload.
 - 8.8.1.3. The member shall not have had a break in service during the five (5) years immediately preceding the reduction in workload. For purposes of this section of Article VIII, sabbaticals and other approved leaves of absence shall not constitute a break in service. However, time spent on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year full-time service requirement.
 - 8.8.1.4. The member shall have reached the age of 55 years prior to the reduction in workload.
 - 8.8.1.5. The reduced workload shall be for a period of time not to exceed two (2) years unless extended with Board approval.
 - 8.8.1.6. The reduced workload shall be equal to at least one-half of the full-time equivalent required by the member's contract of employment during his or her final year of full-time employment.

- 8.8.1.7. The member shall be paid creditable compensation that is the pro-rata share of the creditable compensation the member would have been paid had the member not reduced his or her workload.
 - 8.8.2. Prior to the reduction of a member's workload under this section, the District in conjunction with the administrative staff or STRS and LCOE, shall verify the member's eligibility for the reduced workload program.
 - 8.8.3. The member shall make contributions to STRS in the amount that the member would have contributed had the member performed creditable service on a full-time basis subject to coverage under the Defined Benefit Program.
 - 8.8.4. The District shall contribute to STRS at a rate adopted by the Board as a plan amendment with respect to the Defined Benefit Program an amount based upon the creditable compensation that would have been paid to the member had the member performed creditable service on a full-time basis subject to coverage under the Defined Benefit Program.
 - 8.8.5. The District shall maintain the necessary records to separately identify each member who participated in the reduced workload program pursuant to this section.
- 8.9. PREGNANCY DISABILITY LEAVE (Amended 12/3/02)
- 8.9.1. Unit members are entitled to use sick leave and other leaves as set forth in Article VIII for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absences for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. Advance notification of at least ninety (90) days shall be given when possible. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member's physician.
- 8.10. FAMILY MEDICAL LEAVE ACT
- 8.10.1. LENGTH OF LEAVE ENTITLEMENT: An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
 - 8.10.2. For purposes of FMLA a year begins on July 1 and ends on June 30.
 - 8.10.3. The 12-month period is measured backward from the date of leave use. All leave usage which qualified under the terms of the FMLA leave shall be counted towards the available 12 workweeks within a 12-month period, including intermittent and reduced workload leaves.
 - 8.10.4. LENGTH OF EMPLOYMENT ELIGIBILITY: Any employee who has been employed for at least 12 months AND who has been in a paid status for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family Medical Leave.
 - 8.10.5. ELIGIBLE PURPOSES: Leaves for any of the following purposes qualify for Family Medical Leave.
 - 8.10.5.1. The birth of a child of an employee, and to care for a newborn;
 - 8.10.5.2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;

- 8.10.5.3. Leave to care for a child, parent, or spouse who has a serious health condition; or
- 8.10.5.4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.
- 8.10.6. PAID/UNPAID LEAVE: Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.
- 8.10.7. HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.
- 8.10.8. EMPLOYEE STATUS WHILE ON LEAVE: FMLA leave does not constitute a break in service for purposes of longevity and/or seniority.
- 8.10.9. An employee who serves less than seventy-five (75) percent of the duty days in the school year that the FMLA leave was granted shall be placed at the same salary step upon return as when the leave became effective; if the employee served seventy-five (75) percent or more of the school year, the employee shall progress normally on the salary schedule. Days of paid sick leave (not including differential pay) shall be counted as days of work.
- 8.10.10. MEDICAL CERTIFICATION: Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave.
 - 8.10.10.1. The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.
 - 8.10.10.2. If leave is foreseeable, medical certification must be provided within fifteen days (15) after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days (15), or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.
- 8.10.11. REINSTATEMENT UPON RETURN FROM LEAVE: Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.
- 8.10.12. If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

8.11. MEDICAL LEAVE OF ABSENCE

- 8.11.1. A Unit member may apply for a medical leave or absence once all accrued sick leave has been exhausted. A medical leave of absence must be for a period of three (3) or more days. And the need for such leave must be verified by a health care provider. While on a medical leave of absence, unit members may receive differential pay for no more than 5 months.

- 8.11.2. 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. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that might have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)
- 8.11.3. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. (Education Code 44977)
- 8.11.4. 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. (Education Code 44977)
- 8.11.5. The District may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the District and employee. The opinion of the third health care provider shall be considered final and binding on the District and employee.

ARTICLE IX - CLASS SIZE

9. The District and MTA shall provide class sizes that allow for appropriate learning situations within the financial constraints of the school budget.
 - 9.1. During the third week following the first day of school and the first week of the second the site representatives from MTA shall meet with their respective site principals and consult on class sizes.
 - 9.1.1. The Principal and the MTA representative shall mutually develop a written site plan which outlines recommendations for the best available allocation of teaching personnel to student population.
 - 9.1.2. The site plan shall include: the name of each teacher, the enrolled number in each class, the grade or subject taught, the location of the class, any general concerns or comments each party may have, and any nonconforming class sizes as described under this section.
 - 9.1.3. A copy of each site plan shall be delivered to the Superintendent and the President of the MTA no later than the end of the 4th week of each semester.
 - 9.1.4. The recommendations in the site plan will be considered by the District prior to taking any action.
 - 9.2. In the event of the existence of a nonconforming class size as described under this section which cannot otherwise be resolved by a meeting within five (5) days of the above dates between the Superintendent and the MTA President or their designees, the District shall declare in writing its decision, which shall be consistent with this Article.
 - 9.3. After the initial class size report at each semester, the District shall within five (5) school days report in writing to the MTA any class enrollments which exceed the (see below) class size maximums and averages in this section for a period of ten (10) days or more.
 - 9.4. Refer to Board Resolution #7-96-97 on Class Size Reduction.
 - 9.5. A class or classes which exceed the following limits shall be deemed “nonconforming”.
 - 9.5.1. K-3 Option: As long as the District continues to voluntarily participate in the state K-3 Class Size Reduction Program, the District will strive to staff K-3 classes to conform to the class average established by law. Third/Fourth combinations will have a maximum class size of 24. In the event there is not room for transfers to other schools and hiring another teacher is unjustified by overall school enrollment (as reviewed by the BAT team), class size maximum will be the same as that for K-6. (5/2007)
 - 9.5.2. K-6: No class shall exceed a maximum of twenty-nine (29) students.
 - 9.5.2.1. A non-special education teacher assigned a student enrolled in a special education program shall be allowed a reasonable period of time to peruse the IEP and, if necessary, confer with the administration/IEP Team regarding the assignment.
 - 9.5.2.2. The teacher shall have the opportunity to express concerns regarding the additional responsibilities being placed on her/him. The District shall make a conscientious effort to balance class sizes based on the mainstreaming effect on class and teacher.
 - 9.5.2.3. All mainstreaming shall continue to be done in an equitable manner in accordance with the provisions of this Article.
 - 9.5.3. 7-12: All classes, except physical education, band, choir and ROP work experience/office lab will have an average class size of thirty (30) with a maximum of 32 unless the number of

workstations in certain classes would require a smaller number. Physical education classes will have a maximum class size of 40 students per class.

9.5.3.1. For those courses which are “academic courses” within the meaning of Article 7.11 the average class size shall be no more than twenty-six (26) students no academic teacher shall have more than 156 contacts per day.

9.5.4. K-12: No limit on class sizes in band and choir.

9.6. B. If there is no resolution regarding nonconforming classes as provided in Article 9, the District may take action to eliminate the non-conformities. In the alternative, the District may declare the following class size limits applicable until the next class size review (October or January):

9.6.1. K-6: All classes will have a maximum of thirty (30) students.

9.6.1.1. A non-special education teacher assigned a student enrolled in a special education program shall be allowed a reasonable period of time to peruse the IEP and, if necessary, confer with the administration/IEP Team regarding the assignment.

9.6.1.2. The teacher shall have the opportunity to express concerns regarding the additional responsibilities being placed on her/him. The District shall make a conscientious effort to balance class sizes based on the mainstreaming effect on class and teacher.

9.6.1.3. All mainstreaming shall continue to be done in an equitable manner in accordance with the provisions of this Article.

9.6.2. 7-12: All classes, except physical education, band, choir and ROP work experience/office lab will have an average class size of thirty (30) with a maximum of thirty-two (32) unless the number of workstations in certain classes would require a smaller number. Physical education classes will have a maximum class size of forty-five (45) students per class.

9.6.2.1. For those courses which are “academic courses” within the meaning of Article 7.11, the average class size shall be no more than twenty-seven (27) students. No academic teacher shall have more than 162 student contacts.

9.7. If the District declares applicable the alternative class sizes described in section 9.6, the District shall compensate each qualifying teacher whose class is nonconforming as described in Article 9 under the following formula:

9.7.1. K-6: \$100 per month for each student over the limits described in Article 9.

9.7.2. 7-12: \$100 per month for each student over the academic average described in Article 9. The average will be rounded up for .5 or above. (for example an average class size of 27.33 would not qualify for the overage and 27.66 would qualify)

9.7.3. To qualify for the full amount, a teacher's class must exceed the limits in Section A for at least ten (10) school days per month. (12/07)
Overages will be calculated at the end of each month following the initial review, and the payments made at the mid-month payroll.

9.8. In the event that enrollment and attendance increase such that the above class size limitations are exceeded but all available classrooms are already in use, a temporary class size in excess of the above limitations shall not be construed as a violation of this Agreement so long as the District is exerting sufficiently reasonable efforts to acquire additional classrooms which would alleviate the temporary increase and/or to consider the temporary employment of instructional aides.

9.9. Student Transfer Policy

9.9.1. When the District desires, because of class size, to move a student the District agrees to the following:

9.9.1.1. Contact the student's parents and explain the reason for moving, prior to the actual transfer of the student;

9.9.1.2. Consult with the teachers involved to set up an orderly transfer of students.

9.10. There will be an effort to place Special Day Class students equitably across all classes. An unattended (no classroom aide) SDC student on the SDC roster would count for 0.5 student for consideration, 0.5 rounds up to one, however, class could have two 0.5 students which equals one student. Fully included special education students that are ON Your Roster, with or without an aide, count as a full-time student (Effective December 12, 2012). If more than one student is attended by one aide, then one student would be considered attended and all other students would be considered unattended. (Effective April 1, 2012)

ARTICLE X - TRANSFERS

10. DEFINITIONS

10.1. Transfer shall mean a change in the unit member's work location from one school or work site to another school or work site within the District. Such transfer does not include assignment or reassignment of specific positions and responsibilities within the school or department. Unit members assigned to more than one work site shall be considered transferred only when moved from one District-wide program to another. A transfer may be initiated by a unit member (voluntary) or by the District (involuntary).

10.2. Reassignment shall mean a change in the unit member's grade level (K-6) or department assignments (7-12) At a specific school site.

10.3. ASSIGNMENT/REASSIGNMENT

10.3.1. An assignment is the grade level, subject area, or program area to which a Unit member is scheduled for the subsequent year.

10.3.2. On or before May 15th of each year, the principal/program shall have requested from each unit member at a school/program, his/her preference for assignment for the following year. The form for this purpose shall be mutually developed by the District and the Association.

10.3.3. Assignment requests will be considered in terms of two criteria:

10.3.3.1. Qualifications of the applicant for the vacancy in terms of credential(s), experience, competence, interest, commitment, affirmative action hiring goals, bilingual certification, past evaluations and recommendations.

10.3.3.2. When all other relevant criteria are equal, district-wide seniority.

10.3.4. When a transfer or reassignment request does not result in a transfer or reassignment, the employee shall, upon written request, be provided the reasons in writing.

10.4. VOLUNTARY TRANSFERS

10.4.1. If after making assignments within a school or program the district determines that there is an opening at a school site or particular program, known vacancies will be posted in a conspicuous location at each school site. Unit members will have at least five (5) working days to request a voluntary transfer to the vacancy in the school site or program. The announcement will include all relevant information regarding the vacancy:

- Location of the vacancy
- Description of the vacancy (grade level, subject matter, co-curricular assignments).
- Credential and experience requirements.
- Starting date.
- Application deadline.
- Interim or permanent nature of vacancy.

- 10.4.2. Within ten (10) working days of the filling of certificated vacancies, the district shall notify applicants of the outcome of the process in writing.
- 10.4.3. Upon written request, the district shall provide a unit member the reasons for not being selected for a position for which he/she specifically applied.
- 10.4.4. Positions which become available through attrition and the initial transfer cycle will be posted as transfer opportunities.
- 10.4.5. When a vacancy occurs during the school year, such a vacancy shall be filled on an interim basis for the remainder of the school year. If the position becomes permanent for the following year, a vacancy announcement shall be advertised as provided.
- 10.4.6. Transfer requests will be considered in terms of two criteria:
 - 10.4.6.1. Qualifications of the applicant for the vacancy in terms of credential(s), experience, competence, interest, commitment, affirmative action hiring goals, bilingual certification, past evaluations and recommendations.
 - 10.4.6.2. When all other relevant criteria are equal, district-wide seniority.
- 10.4.7. When a transfer request does not result in a transfer, the employee shall, upon written request, be provided the reasons in writing.

10.5. INVOLUNTARY TRANSFERS DUE TO STAFF REDUCTION

- 10.5.1. When a school site must reduce its staff and no unit member volunteers to transfer, the district has the right to transfer from the unit members, the unit member with the least district-wide seniority based on the unit member's credentialing.
- 10.5.2. Unit members being considered for involuntary transfer under this section shall be provided a list of existing vacancies and have the right to indicate in writing his/her preference(s). The unit member must hold or be eligible for the appropriate credential for the vacancy selected.
- 10.5.3. When employees are transferred under this section, they shall upon written request be given the reasons for such transfers in writing.
- 10.5.4. Involuntary transfers shall not be punitive or disciplinary in purpose.
- 10.5.5. Involuntary transfers due to staff reduction must be completed prior to the voluntary transfer process.

10.6. INVOLUNTARY TRANSFERS DUE TO ADMINISTRATIVE NECESSITY

- 10.6.1. Transfers for administrative necessity shall be recommended to the Superintendent by the site principals. The reasons for such transfer shall be delineated in writing by the site principal and delivered to the Superintendent who shall provide a copy to the affected teacher.
- 10.6.2. Employees being considered for involuntary transfer under this section shall be provided a list of existing vacancies and have the right to indicate, in writing, a preference.
- 10.6.3. When employees are transferred under this section, the District will consult with the Association prior to making the final decision on the transfer and/or possible remediation. The consultation will be designed to allow for meaningful input to the District concerning the actual necessity for the transfer. Affected employees shall be given the reasons for such transfers in writing.

10.7. ADVERTISING OF VACANCIES

- 10.7.1. After all assignments and transfers have been completed, the District will then interview new applicants for vacancies. The district may advertise possible vacancies outside the district prior to the completion of the assignment/reassignment and transfer process to develop a pool of applicants. The assignment/reassignment and transfer process must be completed prior to interviewing outside applicants.

ARTICLE XI - EMPLOYEE BENEFITS

11. HEALTH INSURANCE

- 11.1. For the 2010-2011 school year, there will be a one-time payment of \$300 to each full time employee to help offset the increase in benefit costs. Beginning in 2011-12 the benefit cap will increase \$500.00 to \$10,070.
- 11.2. This section is subject to revision every year. (5/9/2007)
- 11.3. The selection of the plans shall be within the sole discretion of the District, provided that employee benefits shall be equal to or greater than the benefits provided under the plans in effect during the 1995-1996 year. The name of the plan and company providing coverage or service in connection with any of the plans, shall not be considered "employee benefits" within the meaning of this section.
- 11.4. For the term of the present agreement, employees in the bargaining unit have agreed to participate in a PPO with Blue Cross with a carve out of the mental health portion and purchase mental health insurance from Pacific Care, Delta Dental with orthodontia and vision coverage offered by Self Insured Schools of California (SISC III). No other medical, dental or vision plans will be offered. MTA has the option throughout the term of this contract to participate in the selection process of the insurance plans. (Amended 11/19/04)
- 11.5. Teachers who are absent on account of illness shall continue to receive health insurance contributions in an amount provided for by the terms of the contract to be paid by the district for that period of illness until all current year sick (annual), accumulated sick leave, catastrophic leave (if applicable) and five-month differential pay as per EC 44977 is exhausted.
- 11.6. The District shall contribute for part-time employees who are employed half-time or more that proportion of the amount as their hours are to a full-time teaching assignment to be used toward the purchase of the above-mentioned health insurance programs.
- 11.7. The District shall provide retiring employees with Board-approved benefits until age 65. As a clarification, effective July 1, 2006, the parties agree that consistent with the original intent of this benefit, the district contribution to the cost of retiree benefits shall not exceed the district contribution to the cost of benefits for active employees at the time the employee retired.
- 11.7.1. The retiree will be 55 years of age or older and have completed a minimum of ten years of continuous service to the District immediately prior to retirement.
- 11.7.2. The retiree will advise the District at least thirty (30) days in advance of both the retiree's and the spouse's sixty-fifth birthdays.
- 11.7.3. The retiree may, following his/her 65th birthday, continue group coverage for retiree and/or spouse provided that the retiree pays all costs in advance monthly payments and provided the carrier of the District plan so allows.
- 11.7.4. It is understood that all benefits pursuant to this section shall be terminated upon the death of the retiree.
- 11.7.5. Employees hired after January 1, 1995, do not receive the benefits stated in this subsection (11.8).
- 11.7.6. If a teacher who is eligible for post-retirement health benefits retires from MUSD and goes to work as a teacher for another district or takes another job that provides benefits, that teacher will notify the District and the MUSD benefits will be terminated.

- 11.8. During the term of the current MTA contract, if the maximum District contribution towards the purchase of health insurance exceeds the actual cost paid by the District for health insurance, all certificated non-management employees who receive District paid benefits will be paid the difference. If the actual cost paid by the District for health insurance exceeds the maximum District contribution established by the MTA contract, certificated non-management employees shall be required to pay the difference.
- 11.9. When the Lake County Office of Education meets for the annual review of the Health and Welfare contract with SISC, the District shall release the MTA president or designees to attend that meeting as advisors to the Superintendent. The District will provide the Bargaining Unit with SISC minutes and agendas and notify the Bargaining Unit of dates, times, and locations of SISC meetings. The District will make efforts to inform the Bargaining Unit of SISC activities. 3/97
- 11.10. Fund 20 is a “dedicated account” to fund post retirement medical benefits for those employees who are or have been members of the bargaining unit and will become eligible under existing contract wording. MTA has a representative on the advisory board to oversee the fund. \$61,000 from the SIGNAL III rebate of Year 96-97 started the fund. \$40.00 contribution per month will be deducted from MTA members who will become eligible for post retirement medical benefits and contribute to Fund 20. The District will contribute an equal amount in the “dedicated fund.” The fund’s purpose is solely to pay for post retirement medical benefits. 3/98 (amended 6/06)
- 11.11. The District and the MTA understand that current State law prevents the District from canceling post retirement medical benefits for those persons who have been employed before January 1, 1995, as set forth in the attached legal opinion, dated January 20, 1998 (See Exhibit B-4). 3/98
- 11.12. The payment of the \$61,000.00 pursuant to section 11.11 is conditional upon all MTA members who may become eligible for post retirement benefits signing the attached consent from authorizing the \$40.00 per month to be deducted from their salary. 3/98 (amended 6/06)
- 11.13. The parties agree to jointly select and pay for an actuarial analysis for the post retirement health benefit plan. The advisory board will consider and make recommendations for the fund based on this analysis. 3/98
- 11.14. RS Section 125 plan will be made available to unit members. 5/00
- 11.15. DURATION OF BENEFITS
- 11.15.1. Should a teacher’s employment terminate during the school year, he and his dependents shall be entitled to continue coverage under the health and dental and vision plans for a period not to exceed three (3) months, if the insurance company will allow. Such teacher shall pay the premiums for the continued coverage on a month-to-month basis.
- 11.15.2. Should a teacher’s employment terminate following the last day of the school year, such teacher shall be entitled to purchase continued coverage under the health, dental and vision plans until October 1st of the ensuing school year, if the insurance company will allow.
- 11.16. DISABILITY PLAN
- 11.16.1. Employees may authorize, in writing, voluntary payroll deductions for purposes of participating in no more than one group disability plan for the bargaining unit, to be selected by and purchased at the sole expense of the employees, without contribution by the District. The District’s sole responsibility shall be to forward payment to the disability carrier of the total monthly amount authorized to be deducted by the individual employee, pursuant to the instructions of the carrier. The Association agrees to indemnify and hold District harmless from any and all claims, demands, damages, or any other liability arising out of said disability policy, the purchase thereof, or payroll deductions therefore, including costs and attorney fees. Employee shall comply with District procedures and requirements with respect to voluntary payroll deductions.

ARTICLE XII - SAVINGS

12. If any provision of this Agreement or any application thereof to an employee is held by the courts to be contrary to law, then such provisions or applications will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII - COMPLETION OF NEGOTIATIONS

13. The Association and District agree that each has had a full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of negotiations. The parties agree that this agreement is intended to cover all matters relating to wages, hours and other terms and conditions of employment and that during the terms of this agreement, neither the District nor the Association will be required to meet and negotiate. 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 matter whether or not referred to or covered in this Agreement even though such subject or matter 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 subject or matters were proposed and later withdrawn.
- 13.1. Any individual contract between the Board and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- 13.2. The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement and by State law.
- 13.3. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association and the District shall support this Agreement for its term, and the Association shall not appear before any public body 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.
- 13.4. It is understood and agreed that the District retains all of powers and authority to direct, manage and control to the full extent of the law except as limited by the specific and express terms of this Agreement as provided in section 13.4.1 below. Included in, but not limited to those duties and powers, are the exclusive rights to: determine its organization; direct the work of its employees, determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its education policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, repair, maintain, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, layoff, terminate and discipline employees; and to determine the effects and impact of any action implementing these rights. The layoff and dismissal of employees shall be in accordance with the Education Code and the specific and express terms of this Agreement.
- 13.4.1. 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 conformity with law, and shall not be subject to the Grievance Procedure of this Agreement; or subject to the meet and negotiate process.
- 13.5. ***“The MTA negotiation chair or designee and the Superintendent will sit down and go over the language changes within 10 business days after ratification. Once the changes have been made, both parties will get an electronic copy within the 10 day period.”*** (Dec 18, 2012)

ARTICLE XIV - TERM OF AGREEMENT

14. This Agreement *shall be in effect up to and including June 30, 2015*. This completes reopened negotiations for the *2012-13* school year.
 - 14.1. On or before **August 30, 2013**, either the District or the Association may give written notice to the other party, by certified mail or hand delivery, of its desire to re-open Article VI, Article XI, and/or not more than two other Articles for negotiations for the **2013-14** school year.
 - 14.2. Upon receipt of this written notice, arrangements shall be made pursuant to the provisions of the EERA, including the public Notice provisions, for meeting and negotiating to commence. Negotiations should commence no later than August 15th.
 - 14.3. Except in the above case, neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.
 - 14.4. In the event that neither party gives appropriate written notice to the other of its desire to re-open this Agreement, neither party shall be obligated to meet and negotiate. Pending any final conclusion of negotiations, Article VI, XI and all other Articles will stay in effect.

ARTICLE XV - DISCIPLINE

15. This Article was entered into pursuant to Section 3543.2 (b) of the Government Code.

15.1. An employee in the bargaining unit may be disciplined by the District for just cause. The term “discipline” shall be defined as suspension without pay for a specified period up to fifteen (15) working days, but shall not include dismissal, except as provided in 15.3.4, below. A written reprimand will normally precede a discipline, except in serious cases. The term “discipline” specifically does not include adverse or negative evaluations, warnings, written or oral reprimands, directives and the implementation of other Articles in the Agreement such as the denial of any leave. “Repeated” means that at least two written reprimands were given prior to the occurrence of the offense for which discipline is being imposed.

15.2. Among the reasons that may be deemed sufficient to discipline are the following:

1. Repeated unexcused absences.
2. Repeated unexcused tardiness.
3. Conviction of any criminal act involving moral turpitude.
4. Disorderly or immoral conduct while in a paid status.
5. Refusal or persistent failure to obey a lawful and reasonable order by a supervisor.
6. Incompetence[See Education Code Section 44932(a) (4)]
7. Intoxication while on duty.
8. Alcohol abuse or drug abuse which makes the employee unfit to instruct or associate with children or unable to perform other duties.
9. Damage to or waste of District property or supplies due to negligence or willful acts, or conversion of public property.
10. Violation of any of the District’s regulations regarding duties, conduct, or performance of any employee.

15.3. Prior to the taking of discipline the Superintendent of Schools or his/her designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served.

15.3.1. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:

15.3.1.1. A statement identifying the District.

15.3.1.2. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.

- 15.3.1.3. The specific disciplinary action proposed and effective date(s).
 - 15.3.1.4. The causes(s) or reason(s) for the specific disciplinary action proposed.
 - 15.3.1.5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
- 15.3.2. Whenever a unit member is given notice of any disciplinary action, he/she shall be given concurrent notice of his/her right to appeal the decision by utilization of Article IV, Grievance Procedure, and right to be represented by the Association by commencing the procedure at Level II within ten (10) days of service of the written notice.
- 15.3.3. Until the employee has requested a grievance procedure as provided herein or has waived a grievance procedure, the process shall be confidential and shall not be divulged by any person, except as may be necessary in the performance of duties; however, the violation of this requirement of confidentiality, in and of itself, shall not in any manner be construed as affecting the validity of any discipline or other proceedings.
- 15.3.4. With respect to probationary employees, the following provisions shall apply:
- 15.3.4.1. The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time under Education Code Section 44948.3. Among the reasons that may be deemed sufficient by the District, in its sole discretion, to dismiss or suspend without pay such probationary employees are:
 - 15.3.4.2. Unsatisfactory performance determined pursuant to the Stull Act (Education Code Sections 44660, et. seq.);
 - 15.3.4.3. Cause as defined in Education Code Section 44932.
 - 15.3.4.4. The District Superintendent or his/her designee shall give 30 days prior written notice of dismissal or suspension without pay under section 15.3.4, not later than March 15th in the case of second-year probationary employees. The notice shall include a statement of the reason for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.
 - 15.3.5. If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to submit to the Board of Trustees a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing.
 - 15.3.6. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:
 - 15.3.6.1. A statement identifying the District.
 - 15.3.6.2. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.
 - 15.3.6.3. The specific disciplinary action proposed and effective date(s).

15.3.6.4. The cause(s) or reason(s) for the specific disciplinary action proposed.

15.3.6.5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.

15.3.7. Within fifteen (15) days of receipt of the request for hearing, the District Superintendent or his/her designee shall select a hearing officer, who shall conduct a hearing and submit a recommended decision to the Board of Trustees. The hearing officer may not be an employee of the District. The recommendation shall be advisory only. At the hearing, the employee shall have the right to cross examine District witnesses, to present relevant written and oral evidence and argument on his or her behalf, and to be represented by the Association or other representative. The hearing officer shall have authority to rule on questions of evidence and procedure, consistent with this provision. The employee shall be given at least ten (10) days written notice of the date, time and location of the hearing.

ARTICLE XVI - FORMAL COMPLAINTS FROM THE PUBLIC REGARDING PERSONNEL

16. The following procedure shall apply to complaints regarding the conduct, performance, or statements of a District employee received by any District employee or a member of the Board from any member of the public. The following procedure shall apply only to written complaints filed within 12 months of the occurrence to which a member of the public wants a response from the District.
12/01

16.1. Upon receipt of any such complaint, the following procedure shall be invoked:

16.1.1. The complainant shall be referred promptly to the Office of the District Superintendent.

16.1.2. The office of the District Superintendent shall determine the identity of the immediate supervisor of the employee who is the subject of the complaint and shall instruct the complainant to present a summary of the complaint, in writing, to the immediate supervisor setting forth in detail all of the facts upon which the complaint is based, including names, dates and other specific details. Oral complaints will not be accepted.

16.1.3. The immediate supervisor shall request a conference as soon as reasonably possible to discuss the complaint with the employee, unless the immediate supervisor determines, with the approval of the District Superintendent, that such a conference would not be appropriate under the circumstances. At the request of the employee, an Association representative may be present at the conference. Should the employee or the immediate supervisor believe that the allegations of the complaint warrant a meeting, the immediate supervisor shall in good faith attempt to schedule a meeting between the employee and the complainant.

16.1.4. The immediate supervisor(s) shall also obtain such witness statements, documents, and other information relevant to the complaint as he or she may determine to be of assistance in investigating the complaint.

16.1.5. As soon as is reasonably possible, the immediate supervisor shall present a full report regarding the investigation, including copies of statements and other relevant documents, to the District Superintendent or his designee.

16.1.6. The District Superintendent, or his/her designee, shall make a determination as to the disposition of the matter, as soon as is reasonably possible.

16.1.7. The complainant shall be informed of the disposition of the matter. Confidential or privileged information shall not be disclosed.

16.1.8. In the event that the complainant is dissatisfied with the District Superintendent's disposition, or in the event that the District Superintendent or the employee in question deems it appropriate under the circumstances, the Board may decide, in its sole discretion, to review the matter. Such review shall be in closed session, to the extent permitted by law. Such review shall not be a formal hearing. The Board shall examine such documents and materials and interview such persons as the Board may deem appropriate, in its sole discretion. The complainant shall be informed of the disposition of the matter. Confidential or privileged information shall not be disclosed.

16.1.9. No employee or member of the Board may discuss or make any statement regarding the complaint, or the investigation or disposition thereof, with any person, except as specifically provided for herein, unless specifically approved in advance by the District Superintendent.

- 16.1.10. In the event that the District investigation as a result of the complaint reveals no basis for any adverse action against the employee, no such action will be taken and nothing will be placed in the employee's file.
- 16.2. This procedure shall not be applicable to any complaint concerning student discipline, student publications, contract grievances, or matters for which an alternative administrative remedy is available within the District.
- 16.3. This procedure is a policy pursuant to Section 35160.5 (c) of the Education Code, and shall be reviewed annually by the Board.
- 16.4. Information of a derogatory nature, except material mentioned in the second paragraph of Education Code Section 44031 shall not be entered or filed in the employee's personnel file unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon.

ARTICLE XVII - PEER ASSISTANCE AND REVIEW PROGRAM

17. PEER ASSISTANCE AND REVIEW PROGRAM

17.1. THE JOINT COMMITTEE

05/00

17.1.1. The Joint Committee will serve as the governing body for the program and determines program guidelines that are consistent with the terms of the Collective Bargaining Agreement, Education Code, and legislation. The Committee consists of three (3) certificated classroom teachers selected by MTA and one or two (1-2) members selected by the District. Bargaining unit members shall receive a stipend of \$500 for the year.

17.2. MEETINGS

17.2.1. The Joint Committee shall meet at least five (5) times per year. The Committee shall annually select a chairperson for the committee. Minutes shall be kept at each meeting.

17.3. RESPONSIBILITIES

- 17.3.1. Selecting Consulting Teachers;
- 17.3.2. Reviewing reports prepared by Consulting Teachers;
- 17.3.3. Consulting Teachers and budget priority should be given to the Referred Teacher;
- 17.3.4. Making recommendations to the Governing Board of the District regarding Referred Participants in the program including forwarding the names of Referred Participants in the program to the Governing Board who, after sustained assistance, are not able to demonstrate satisfactory improvement;
- 17.3.5. Preparing an annual review of the impact of the PAR Program, including recommendations for improvements;
- 17.3.6. Preparing written guidelines for Consulting teachers and their activities;
- 17.3.7. Other such incidental duties as may be needed to carry out the functions enumerated above.
- 17.3.8. Administer the program budget.

17.4. CONSULTING TEACHER SELECTION PROCESS

17.4.1. The Joint Committee shall appoint Consulting Teachers who will assist in the PAR Program.

17.4.2. Consulting Teachers shall have the following minimum qualifications:

- 17.4.2.1. A permanent credentialed teacher of the District with at least five (5) consecutive years of experience.
- 17.4.2.2. Demonstrated 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.
- 17.4.2.3. Noted ability to work with adults and strong interpersonal skills.
- 17.4.2.4. Ability to work within established guidelines.
- 17.4.2.5. Demonstrated talent in written and oral communications.
- 17.4.2.6. Demonstrated ability to work cooperatively and effectively with colleagues.

17.4.3. Application Process: District teachers may apply for a consulting teaching position by way of application, on a form prepared by the Committee. The Committee shall then solicit the confidential assessment of the applicant from the principal administering the site at which the candidate is currently assigned.

17.4.4. Based on a review of the application and the assessment of the principal, the committee will select candidates for an interview. Part of the interview process shall include the observation of each candidate at least once by at least one Committee member.

17.4.5. The Committee will establish a pool of Consulting Teachers who will receive training as established by the Committee.

17.5. TERMS AND COMPENSATION

17.5.1. A Consulting Teacher working with a Referred Teacher or Voluntary Participant will receive a \$900 stipend per semester. The consulting teacher shall serve for one (1) year at a time for a maximum of five (5) years. If there is a shortage of Consulting Teachers, the maximum may be extended at the discretion of the PAR Panel. Training, when outside the number of contract days, will be paid at \$250 per day. A teacher may not be appointed to an administrative position in the district while serving as a Consulting Teacher or for two (2) full years after serving as a Consulting Teacher.

17.6. PARTICIPATING TEACHERS AND THE PROGRAM

17.6.1. Teachers may be referred to the PAR Program in one (1) of two (2) ways: By receiving an unsatisfactory performance evaluation; or by voluntary self-referral by the teacher. All teachers referred to the Program involuntarily shall not be eligible for voluntary transfer while they remain in the Program.

17.6.2. As soon as practicable after referral to the Program, the Participating Teacher will be assigned a Consulting Teacher. The Consulting Teacher will then arrange a meeting, to be attended by the Consultant, the principal of the Participating Teacher, and the Participating Teacher. The employee's performance will be discussed as well as recommendations for improvement. Based on these discussions, and at least one (1) classroom observation of the participating Teacher, the Consulting Teacher will prepare an Assistance Plan, which will list the goals and objectives for improvement. The Committee will review and approve said plan, and provide such modifications to the plan as is necessary. Performance goals for an individual teacher must be in writing, clearly stated, aligned with pupil learning and consistent with teacher evaluation guidelines specified in Education Code Section 44662. Assistance and review must include multiple observations of a teacher during periods of classroom instruction. A cooperative relationship between the consulting teacher and the principal is expected and strongly encouraged. Sufficient staff development activities must be provided to assist a teacher to improve his or her teaching skills and knowledge.

17.7. REPORT FOR REFERRED PARTICIPATING TEACHERS

17.7.1. The Consulting Teacher shall prepare a Final Report, which will detail the progress made by the Participating Teacher and the current skill level of the Participating Teacher. The Final Report shall address any evaluations given to the Participating Teacher while in the program. All progress reports and the final Report shall be placed in the personnel file of the Participating Teacher. The employee shall receive a copy of the report, told that the report will be entered into the employee's personnel file, and that the employee may enter into the file and have attached to the report, the employee's comments regarding the report. The Participating Teacher shall have the right of reply to all Progress Reports as well as the Final Report and said reply shall be appended to the report. The Final Report may be used by the District in any personnel decisions or proceedings regarding the Participating Teacher.

17.7.2. All materials related to evaluations, reports and other personnel matters in the PAR Program shall be confidential, subject to the following exception: in response to a subpoena or order of the court.

17.8. VOLUNTARY PARTICIPATING TEACHER

- 17.8.1. A Voluntary Participating Teacher is one who volunteers to participate in the PAR Program because they would like to receive peer assistance in his or her area of subject matter/grade level knowledge or teaching strategies, or both, provided resources are available as determined by the Joint Committee.
- 17.8.2. Participation in the PAR Program by the Volunteer Participating Teacher may be terminated at any time by the VPT without any repercussions or written documentation impacting his or her performance review.
- 17.8.3. A form shall be developed to elaborate on the area(s) of requested assistance that could include the following:
- Creating and maintaining an effective environment for student learning.
 - Understanding and organizing subject matter knowledge for student learners.
 - Planning instruction and designing learning experiences for all students.
 - Engaging and supporting all students in learning.
 - Assessing student learning.
 - Developing as a professional educator.
 - Other areas as requested by the VPT
- 17.8.4. First Year Participating Teacher – all newly employed teachers in the District not supported by BTSA, shall, at the discretion of the PAR Panel, receive assistance to support a successful initial year.
- 17.8.5. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.

17.9. REPORTS

- 17.9.1. The Consulting Teacher shall prepare progress reports for the Committee in intervals of not less than four (4) weeks and shall appear before the Committee to discuss the progress of the Participating Teacher. The principal of the teacher may also be called to provide an assessment. The written Progress Reports shall be on forms prepared by the Committee and shall include an assessment as to whether the Participating Teacher is making satisfactory progress and whether continued assistance is necessary. The Consulting Teacher will make at least ten (10) classroom observations of the Participating Teacher.

17.10. BUDGET

- 17.10.1. The Joint Committee is responsible for developing and overseeing the annual budget for the PAR Program, including training and compensation for Consulting Teachers, adequate release time for Consulting Teachers and the Joint Committee, training for the Joint Committee and activities necessary to implement PAR.

17.11. ANNUAL EVALUATION OF THE PAR PROGRAM

- 17.11.1. The Committee shall annually evaluate the impact of the PAR Program in order to improve the program. This evaluation shall include:
- Interviews of the program participants, both Consulting Teacher and Participating Teacher.
 - Surveys of the program participants, both Consulting Teacher and Participating Teacher.

17.11.2. The Joint Committee shall submit the evaluation and any recommendations for improvements to the Governing Board and MTA.

ARTICLE XVIII - JOB SHARING

18. JOB SHARING

18.1. ELIGIBILITY

- 18.1.1. All probationary or permanent certificated personnel may apply for a shared contract. The sharing of the contract may be with each employee teaching half day for the full year, a full day for half year, or any combination acceptable to the unit members involved and the site principal.

18.2. APPLICATION PROCEDURE

- 18.2.1. A request for a shared contract must be submitted no later than March 1st of the preceding school year, unless the deadline date is waived by the Board. The request must be in writing and include the relative educational advantages to the District.
- 18.2.2. A shared contract is subject to approval by the Board. The approval shall be for a one (1) year period; however, it may be approved for additional periods upon submission of another written application no later than March 1st, unless the deadline date is waived by the Board.

18.3. CONDITIONS

- 18.3.1. In the event of an emergency situation (as determined by the Superintendent) when one partner wishes to end the job sharing contract, the remaining partner assumes full-time responsibilities for the remainder of the contract.
- 18.3.2. Persons applying for a shared contract must accept the responsibility of assuring the staff and administration of successful joint planning, communication, and compatible classroom management by including:
- 18.3.2.1. A calendar showing the days each teacher will teach. Any adjustment to the calendar must be in writing and approved by the site principal.
- 18.3.2.2. A plan showing how each member will meet the responsibility for curriculum, staff meetings, principal/teacher conferences, parent/teacher conferences, special education conferences, Back To School Night, Open House, and other non-teaching duties allocated to the staff.
- 18.3.3. The principal may require both employees to attend staff meetings when he/she determines that they both need to be present.
- 18.3.4. Both employees are required to attend the pre-school teacher work days adopted on the school calendar.
- 18.3.5. Unit members sharing a contract will share proportionately in non-teaching duties allocated to the staff.

18.4. COMPENSATION

- 18.4.1. A participant in a shared contract shall receive a proportionate amount of the regular annual salary paid in equal monthly installments during the period worked.

- 18.4.2. The employee's salary will be based on the computed daily rate determined by that employee's position on the salary schedule adopted for the year of employment times the full days worked under the contract.
- 18.4.3. Members who were full-time employees prior to sharing a contract may advance on the salary schedule if they complete one-hundred percent (100%) of full-time service within two (2) years. Nothing in this section would prevent an employee who works seventy-five percent (75%) of the year on a shared contract from receiving a step advancement.
- 18.4.4. Each employee on a shared contract shall receive health and welfare benefits on a pro-rated basis. Should the employee choose to pay the difference in cost, they may receive full coverage.
- 18.4.5. Sick leave shall be pro-rated in accordance with full-time employment position.

18.5. RETURN TO FULL-TIME POSITION

- 18.5.1. Job-sharing employees will be returned to full-time employment the following year.
 - 18.5.2. Whenever possible, unit members sharing contracts shall be returned to the position held prior to the sharing of a contract. If not, transfer provisions shall apply.
 - 18.5.3. Employees returning to full-time status will be entitled to the same rights as any other certificated staff member in determining their assignment for the following school year.
- 12/04

ARTICLE XIX - RATIFICATION

This contract was duly ratified at a general membership meeting of the Middletown Teachers Association on the 6th day of April 2013, and was likewise ratified by the Board of Trustees of Middletown Unified School District at a regular meeting held on the 9th day of April, 2013.

In witness whereof we have place our signatures:

FOR THE DISTRICT:

FOR THE ASSOCIATION:

/s/ Korby Olson, Ed. D.

/s/ Dan Renninger, MTA President

DATE: April 9, 2013

DATE: April 9, 2013

ARTICLE XX - PERSONNEL AND BUSINESS FILES

20.1. The contents of all personnel files shall be kept in the strictest confidence.

20.2. There shall be only one personnel file and one business file for each unit member. The Superintendent or principal and the unit member shall have full access to the personnel file.

The personnel file shall contain the following:

- District application, resume, letters of recommendation
- CBEST Certificate
- Credentials
- Transcripts
- TB Results
- Offers of Employment
- Evaluations
- PGI paperwork
- Letters of Commendation, Recommendation, Reprimand
- Salary Schedule information
- NCLB/HOUSSE Verification

The business file shall contain the following:

- New hire paperwork
- Payroll records
- Retirement information
- Attendance records
- Health & Welfare benefits
- Workers Compensation claims
- Employment verification requests
- Change of address

20.3. Confidential district office staff shall maintain all files. A representative of the Association shall have access to the personnel file with the unit member's written non-continuing authorization. A log shall be kept in each unit member's personnel file indicating the name of each person inspecting the file and the date of said inspection.

20.4. The information in the personnel file shall not be released to anyone other than the authorized persons listed above, except as provided by law, nor shall copies of any documents in said file be made without the unit member's written non-continuing consent or as required by law. Any material placed in a unit member's personnel file must be signed and dated by the originator/author and a copy identified as going into the file shall be given to the unit member prior to the original being placed in said file.

20.5. A unit member shall have the right to file a response to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy. A unit member who alleges that information in his/her file is false, erroneous as to facts or conclusions shall have the right to request a hearing with the Board of Education for the purpose of having such information rectified or expunged.

20.6. A unit member shall have the right to place in the file such material as he/she determines may have a bearing on his position as a unit member.

20.7. Upon mutual consent of the unit member and the Superintendent, negative or derogatory material in a unit member's personnel file, excluding annual evaluations, shall be destroyed after remaining in the file for a period of three years not withstanding like behavior.

Exhibits

Teachers Salary Schedule

Exhibit A-1, continued
Teachers Salary Schedule

1. A 1.5% increase is granted on the 1999-2000 salary schedule for 184 day work year with language for going back to 181 day work year and removing 1.5% salary increase for 99-00, if the Buy-Back Days are eliminated at the state level.
2. **Beginning Teacher Salary:** Effective July 1, 2000 the Teachers Salary Schedule will have the same salary of \$34,000 for BA+30, Step 1-5; BA+45, Step 1-4; BA+60, Step 1-3; BA+75, Step 1-2; BA+90, Step 1. The Beginning Teachers Salary cells are frozen and will be released one section a year. Example: In year 2001-2002 BA+90, Step 1; BA+75, Step 2; BA+60, Step 3; BA+45, Step 4; BA+30, Step 5 will be released to receive whatever raise is granted to the Salary Schedule. The other cells in the Beginning Teacher Salary cells will remain frozen. In the year 2002-2003 BA+75, Step 1; BA+60, Step 2; BA+45, Step 3; BA+30, Step 4 will be released to receive whatever raise is granted to the Salary Schedule. This pattern will continue until BA+30, Step 1 is released in 2005-2006 for the negotiated raise.
3. **IRS 125 Plan:** The IRS 125 Plan will be made available to unit members for 2000-2001.
4. **Hourly Schedule:** Effective for Supplemental Payroll: (December, 2001)

Unit members who are hired for summer school, special education extended session or who contract for supplemental assignments not identified in the MTA contract will be paid at the following hourly rates:

Column	Hourly Rate
BA+30	\$30.40
BA+45	\$32.14
BA+60	\$33.44
BA+75	\$34.74
BA+90	\$36.05

(Based on the 2012-13 salary schedule (4-9-13), step five of each column).

The hourly salary schedule is determined by dividing step five, columns one through five of the certificated salary schedule currently in effect, by a factor of 1380 (184 days x 7.5 hrs/day).

5. **Summer School Assignments:** (Effective for Summer School 2009)
Teachers assigned to Summer School will be paid the hourly rate for the summer school instructional day and one half hour in addition to the student day for preparation and planning. (i.e. students attend school from 8:00 – 12:00 (4 hours) teachers are paid for 4 ½ hours.) Teachers will also receive the hourly rate equivalent of one Summer School instructional day for the purpose of preparation and attendance at the Summer School organizational meeting. (i.e. 4 ½ hours if the instructional day is 4 hours.)

The administrator in charge of summer school will establish minimum and maximum class loads after calculating the hourly program rate and the cost of the classes. Any time a class does not meet the minimum class size; the class will be canceled, or combined to meet the minimum standards. Teachers of canceled classes will be reassigned or laid off.

**MIDDLETOWN UNIFIED SCHOOL DISTRICT
CERTIFICATED TEACHER'S SALARY SCHEDULE
2012 - 2013**

Revised and Board Approved 04-09-13

1.015

STEP	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
1	39,585	39,585	39,585	40,632	41,958
2	39,585	39,585	40,632	41,958	44,354
3	39,585	40,632	41,958	44,354	46,151
4	40,632	41,958	44,354	46,151	47,946
5	41,958	44,354	46,151	47,946	49,742
6	44,354	46,151	47,946	49,742	51,539
7	46,151	47,946	49,742	51,539	53,333
8	47,946	49,742	51,539	53,333	55,130
9	49,742	51,539	53,333	55,130	56,925
10		53,333	55,130	56,925	58,721
11			56,925	58,721	60,517
12				60,517	62,313
13					64,108

Masters Degree = \$1,150

Maximum teacher salary = \$ 74,169

Longevity Pay = \$500 per year after completion of 15 complete consecutive years of service with the District. This \$500 stipend will be paid during the 16th, 17th, 18th 19th and 20th years of complete consecutive years of service with the District.

Longevity Pay = An additional \$500 per year will be paid after completion of twenty consecutive years of service with the District, for a total of \$1,000. Upon completion of 25 consecutive years an additional \$500 will be paid for a total of \$1,500.

Longevity Pay = An additional \$500 per year will be paid after the completion of thirty consecutive years of service with the District, for a total of \$2,000. Upon completion of 35 consecutive years an additional \$500 will be paid for a total of \$2,500. (Effective 03/12)

Any teacher employed with a BA but less than BA+30 or if he/she has only an emergency credential, will be compensated on the first column less \$800.

*Includes \$1,150 Masters, \$2,500 longevity plus two PGIs each at 5% of base salary.

Exhibit A-2 - NUMBER TWO – SALARY CLASSIFICATION REQUIREMENTS

1. Classification by Professional Preparation

The teacher shall be placed on the highest class of the salary schedule for which he/she qualifies in accordance with the degree and advance preparation completed.

2. Initial Step

(Amended 12/3/02)

At the time of initial placement, teachers shall be given credit for the number of years of service up to five (5). Beginning in 2003-2004 at the time of initial placement, teachers shall be given credit for the number of years of service up to six (6). The initial step will increase each year after that until the initial placement for years of service will be twelve (12) years. Teaching experience, for salary schedule placement purposes, shall include all experience in positions requiring certification requirements. A year of service means full-time service for at least seventy-five percent (75%) of the school year. 02/07/03

3. Step Requirements

The advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If a teacher is employed for at least one (1) semester of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes.

4. Masters Degree Recognition

Teachers who have received a Masters Degree shall receive a yearly bonus of \$1150.

5. Column Placement

If the teacher's semester units are within one-half (1/2) unit of the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the teacher shall be placed on the next column.

6. Individual teachers shall provide the District with official proof of all course work at accredited colleges and universities. The District shall maintain a file for each teacher listing classes, course numbers, units, date of class and college or university. Teachers employed after 1/1/83 must provide proof of satisfaction of applicable state proficiency requirements.

Exhibit A-3 - NUMBER THREE - * PROFESSIONAL GROWTH INCREMENT

Certificated employees who have attained BA+90 semester units or BA+145 quarter units and are currently on Step 12 of the teacher's salary schedule may participate in the incentive recognition program (P.G.I., Professional Growth Increment).

The teacher, during the year prior to undertaking their first incentive increment, will confer with his/her principal and, when applicable, the appropriate supervisor or department head in order to design a program. This pre-planned program shall be reviewed and approved by a peer group selected for their expertise in the field of study proposed by the applying teacher. The teacher shall present a brief outline to the Board for approval before he/she begins the program. The peer group shall consist of not less than three (3) individuals and one administrator, all of whom are acceptable to both the administrator and the individual teacher. Upon approval by the Board of Trustees, the teacher may begin the program.

A second incentive recognition program (P.G.I) may be applied for after the completion and acceptance of the first P.G.I by the Board of Trustees. The certificated applicant will follow the same procedure as set forth for the first P.G.I. After Board acceptance upon completion of the second P.G.I, the teacher can be granted the second P.G.I. at the beginning of the 5th year following the granting of the first P.G.I.

The incentive increment plan shall include three (3) areas: (1) provisions for improving the professional teaching competency of the teacher; (2) provisions for a significant contribution to the education program of the District; and (3) provisions of a contribution of significance to the profession of teaching.

Of each fifteen (15) units required for P.G.I. credit, ten (10) shall be directly related to the areas described above. The other five (5) units are to be considered as electives but are to be included in the plan submitted to the Board of Education. All units must be upper division or graduate level units.

Upon completion of the approved program, an appropriate report shall be submitted to the peer group for approval. If accepted, the teacher shall present a brief, oral summary of the results to the Board for their acceptance. The teacher shall receive five percent (5%) of their base salary upon acceptance of the P.G.I.
Upon completion of the approved program, an appropriate report shall be submitted to the peer group for approval. If accepted, the teacher shall present a brief, oral summary of the results to the Board for their acceptance. The teacher shall receive five percent (5%) of their base salary upon acceptance of the P.G.I.

Special Provision - Teachers with BA+90 credits, but less than twelve (12) years of service will be allowed to complete the Approved P.G.I. program. They will receive their increase in salary after their 12th year of service. Teachers that have received one P.G.I. may complete the course work (15 credits) for their second PGI program five (5) years after their first P.G.I. was granted.

Exhibit B-1

Exhibit B-1

**MIDDLETOWN UNIFIED SCHOOL DISTRICT
COACHING SALARY SCHEDULE**
Revised and Approved 04-09-13

Years Coaching Experience in MUSD	Category			1.015
	A	B	C	
1	1656	1346	673	
2	1707	1397	724	
3	1758	1447	774	
4	1809	1498	825	
5	1859	1549	876	
6	1910	1600	927	
7	1961	1650	977	
8	2012	1701	1028	
9	2062	1752	1079	
10	2113	1803	1130	
11	2215	1879	1180	
12	2316	1955	1231	
13	2418	2031	1282	
14	2519	2107	1333	
15	2621	2183	1383	

Step 1 A, B, and C will be linked to Step 1, BA+30 on the teachers' salary schedule. Step 1 A will be equal to 4.185% of the base; Step 1 B will be equal to 3.4% of the base; Step 1 C will be equal to 1.7% of the base. The results will be rounded to the nearest whole dollar. The intervals between the steps will remain the same as the intervals in the 2001-2002 Exhibit B-1.

4/19/2013

A Varsity Head Coach	B JV Head Coaches/Varsity Assistant	C Middle School and Misc
Football Boys Soccer Girls Soccer Volleyball Cross Country	JV Head Football Assistant Coaches Football Assistant Coaches Football Volleyball	District Funded (3/13) Wrestling 8th Grade Boys Basketball 8th Grade Girls Basketball 8th Grade Girls Volleyball
Boys Basketball Girls Basketball Wrestling	Boys JV Basketball JV Girls Basketball	Track ASB Funded (3/13) 7th Grade Girls Volleyball 7th Grade Boys Basketball 7th Girls Basketball
Softball Tennis (3/13) Baseball Golf (3/13) Track (3/13) Cheerleading	Softball Baseball Track Assistant Middle School Athletic Director (3/13)	Softball Fine Arts Coach 2 positions available (3/98)
Athletic Director (+Period)		

*When qualified staff person available

*Per quarter, maximum two quarters per year

NOTE: Coaches entering the District shall receive up to five (5) years coaching experience on this salary schedule. This experience must have taken place in interscholastic athletics in public or private junior or senior high schools.

The Athletic Director for grades 9-12 shall be given an additional released period per day and a stipend as based in the contract in Exhibit B-1, Coaches Column A.

Exhibit B-2 - HIGH SCHOOL (GRADES 9-12) EVENT SUPERVISION AND GATEKEEPING

A. The home game schedule for each sport must be approved by the District, which shall also have the discretion to determine the number of home games each year. Based upon the approved schedule, a unit member will be paid the following:

1. For gate-keeping, \$10.00/hour for each game or match.
2. For event supervision, \$10.00/hour for each game or match.

B. The following conditions apply:

1. This schedule does not apply to clock-keepers or to tournament events. The District is not responsible for obtaining clock-keepers or paying for supervision or gate-keepers at tournaments.
2. The District will select from among unit members and other employees of the District for each athletic activity. It is understood that the District has full discretion to assign unit members or other employees to any event, without regard to any previous practice, so long as unit members who are assigned are paid according to this schedule.
3. This schedule only applies to events at which an admission fee is charged.
4. Payment will be made only upon satisfactory completion of the assignment, in the judgment of the District.

CLASS ADVISORS

Grade 12	\$1,000.00	Grade 10	\$500
Grade 11	\$1,000.00	Grade 9	\$250

3/98

NOTE: Unit members filling these positions at grade levels 11-12 for more than one (1) year will be paid additional amounts according to the following schedule beginning in the school year 1996-1997:

Year 2	\$100.00	Year 4	\$300
Year 3	\$200.00	Year 5	\$400

NOTE: This is the stipend per advisor, which shall be two per class. Payment will be made only upon satisfactory completion of the assignment, in the judgment of the District.

NOTE: If no high school unit member requests any one of the four class advisor position, the District may then open the position, first to unit members other than high school personnel, then to other District employees, then to walk-on applicants.

9/95

MHS STUDENT ACTIVITIES ADVISOR: \$850/year for 1996-97.

The District will offer Student Activities Advisor position to certificated employees first. If no certificated employee volunteers, the District may select an advisor from either certificated, classified or managerial/administration staff.

5/98

TEACHER IN CHARGE: A \$500 stipend will be offered for Teacher-in-Charge at Minnie Cannon, Cobb and Coyote Valley. There is a limit of ten (10) days out of the classroom for each teacher. The formula will split the cost of “Teacher in Charge” between MTA and the District. MTA’s share of the formula will cover the cost of the stipends. The District’s share of the formula will cover the cost of the substitutes.

12/01

Exhibit B-3 - EXTRACURRICULAR PAY

NOTE: Payment will be made only upon satisfactory completion of the assignment, in the judgment of the District.

Other Assignments

05/00	ELL District Coordinator	\$1000
	EL Site Coordinator	\$ 500*
	Junior Varsity Cheerleader	\$ 850
	Yearbook – High School	\$ 850
	Newspaper – High School	\$ 850
	Pep Band	\$ 850
12/01	Academic Decathlon (2 stipends at \$600)	\$ 600
05/00	GATE	\$ 500
05/00	FBLA	\$ 500
05/00	VICA	\$ 500
05/00	History Day Coordinator	\$ 500
	FFA Advisor	10% of actual salary
12/01	District Credentialed Librarian	\$1000

*Paid from categorical funds for sites with more than 20 EL students

a. A unit member who voluntarily agrees to accept an additional teaching assignment (not substitute teaching) during his/her preparation period, if approved in advance by the site principal or designee. At no time shall there be more than three (3) unit members per site teaching during their preparation period under this section. Any unit member teaching during their preparation under this section must be a tenured teacher, except Agriculture teacher. Although permission from the MTA is not required, all requests for a unit member to teach during his/her preparation period shall be made through the MTA by either the individual unit member or the District. However, after making the request through the MTA, if the MTA does not forward the request within five (5) days, the requesting party (unit member or District) may make the request directly to the other.

If the District is unable to obtain a substitute teacher for a teaching position, individual teachers who agree to the District’s request to teach on their preparation period will be paid at the hourly rate in Exhibit A-1.

b. A part-time unit member whose assignment is for no more than two (2) instructional periods or two (2) hours, whichever is greater.

Unit members under Section (a) and (b) will be paid at the hourly rate in Exhibit A-1.

3/98

c. The district shall establish reasonable working hours for employees at Community Day School, Loconoma Valley High School, SDC and other alternative programs. The district may require certificated employees to have lunch with their students. Employees will be considered as having a paid lunch duty and will reduce their employment day or hours by corresponding time.

Members who are requested to provide services of an extra-curricular nature during their working day shall receive extra-curricular pay for services provided and will not receive a duty free lunch period.

DISTANCE LEARNING

The parties recognize that advances in technology, as they relate to this collective bargaining agreement, may allow for the development of technologically innovative methods of instruction. The terms “Distance Education:” or “Distance Learning” as used herein refer to instruction where the teacher and the student are separated geographically so that face-to-face communication is absent; communication is accomplished instead by one or more technological media. This communication consists of live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CDROM, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any course originating from or sponsored by Middletown Unified School District. “Course” refers to any class offered for credit or otherwise required.

The current use of distance learning is to facilitate credit recovery and to provide remediation and acceleration for students. Credit recovery is used to describe the process for a high school student to make-up credits lost due to failure of a course while taking a full schedule of classes. Students may be assigned to a class period with a teacher for the purpose of credit recovery, or if the student is currently in a full schedule of classes yet in need of credits for graduation, the student may be allowed to take the course on concurrent enrollment independent study.

Prior to distance education courses being taught, the technology and equipment needs should be identified and in place. The institution will provide teachers with the necessary equipment and training to teach the distance education course.

The use of distance education technology shall not be used to reduce, eliminate, or consolidate fulltime teaching positions. There will be no reduction in the number of fulltime teaching positions as a result of distance education classes being added to the class schedule. Classes offered for distance learning will have same class size limitations as other classes included into his agreement.

The teacher of record for a distance learning class must have a credential authorizing teaching in the subject area or otherwise meet the criteria to be highly qualified in the subject area if the number of students in a class offered for distance learning exceeds 12.

Example: Teacher X has a class of 20 students taking online credit recover classes, 13 of the students are taking English. In this case the teacher would need to be credentialed in the subject area for that class.

Teachers assigned to supervise Distance Learning courses will have a class period assigned to for this purposed. Teachers may not be involuntarily assigned to supervise students outside of teaching day.

Teachers voluntarily assigned to supervise students outside of the contract day will be compensated at the hourly rate of pay one hour per week for every 4 students they supervise. No teacher may be assigned more full-time equivalent students than allowed by law.

Exhibit B-4

January 20, 1998

TO: LINDA CLOSE, SUPERINTENDENT
MIDDLETOWN UNIFIED SCHOOL DISTRICT

PAT GRAVES, MIDDLETOWN TEACHER'S ASSOCIATION

FROM: JOHN A. DRUMMOND, LAKE COUNTY SCHOOLS ATTORNEY, LAKE COUNTY OFFICE OF
EDUCATION

RE: CHANGE IN RETIREE HEALTH BENEFITS

I. Opinion Request:

You have jointly requested an opinion as to whether or not the District and MTA may change retiree health benefit provisions as to existing employees by amendment to the Collective Bargaining Agreement? The proposed change is to require the employee to be employed for a minimum of 16 years, instead of 10 years as is presently provided.

II. Opinion:

The reasons for my opinion are as follows:

5. On November 15, 1995, the Court of Appeal, ruled in the Contra Costa Community College Retiree's Association vs. Governing Board of the Contra Costa Community College District that the District could not increase the required number of years of service as a condition for existing employees to receive retiree health benefits by amending the Collective Bargaining Agreement.

6. The California Attorney General previously ruled that a school district presently providing health and life insurance benefits to eligible former and present board members may not, in absence of constitutional justification, discontinue such benefits under certain circumstances. 67 Cal Opp Atty Gen Pg 510 (1984)

7. In the case of Thorning vs. Hollister School District (1992) 15 Cal Rptr 2d 91; the Court of Appeals held that a school district that had granted board members retiree health benefits, could not subsequently revoke the benefits as to existing board members.

8. The reasoning behind the above court decisions and attorney general opinion is that, once the retiree health benefits are granted to existing employees, they have become vested, and that they may not be revoked or amended, subject to a narrow exception.

9. The narrow exception is that a change will be upheld as reasonable if alterations of the employee's rights bear some material relation to the theory of a pension system and its successful operation, and changes that result in disadvantages to the employees must be accompanied by comparable new advantages to the same employees. 49 Cal Jur 3rd Pensions and Retirement Systems 15 PP 230-232.

Should you have any further questions, or if I may be of any further assistance, please do not hesitate to contact me.

John Drumond

Exhibit C-1 - JOB DESCRIPTION FOR THE POSITION OF: CONSULTING TEACHER

05/00

JOB RESPONSIBILITIES:

1. Consulting Teachers will provide assistance and support to tenured teachers who are experiencing severe difficulties in the classroom. The goal of this service is to improve the teaching performance of such teachers.
2. Consulting Teachers will direct the implementation of plans for assistance for teachers who choose to participate in the Peer Assistance and Review Program ("PAR"). Consulting Teachers will develop specific performance goals with the teacher, offer support and monitor the progress of the teacher. Other school personnel may assist in the PAR when needed and when invited to do so by the Consulting Teacher.
3. Consulting Teachers will participate in other professional development activities.

QUALIFICATIONS FOR EMPLOYMENT AS CONSULTING TEACHER WILL INCLUDE THE FOLLOWING:

- Status as a permanent teacher.
- At least 5 years successful classroom teaching experience and/or direct student contact, 3 of which must be with the Middletown Unified School District.
- Proven ability to work successfully with students who have the greatest needs.
- Demonstrates outstanding classroom (or direct student contact) teaching ability.
- Demonstrates effective written and oral communication skills.
- Evidence of professional growth.
- Extensive knowledge of a variety of classroom management, interpersonal interaction and instruction techniques.
- Demonstrates ability to work cooperatively and effectively with other professional staff members.

THE FOLLOWING CRITERIA SHALL ALSO BE CONSIDERED:

- Commitment to improving student outcomes.
- Knowledge and use of community support systems.
- Involvement in professional activities.
- Demonstrates parent communication skills.
- Evidence of leadership skills.

REPORTING, SUPERVISION AND EVALUATION:

The Committee will direct and monitor the supervision and evaluation of Consulting Teachers. The Committee shall approve a performance evaluation process for each Consulting Teacher position. It is expected that, where appropriate, the evaluation of Consulting Teachers will involve peers and administrators within the organizational unit to which the Consulting Teacher is assigned.

APPLICANTS WHO ARE SELECTED AS CONSULTING TEACHERS WILL:

- Agree to schedule consisting of both teaching responsibilities (or direct student contact) and additional professional responsibilities.
- Agree to accept assignments meeting the District's instructional needs.
- Agree to work up to 5 additional days on curriculum and instructional projects to meet the district's instructional needs and the responsibilities of the PAR Program.

TRAINING:

Consulting Teachers will receive training in peer coaching, effective teaching techniques as in confrontational counseling. Consulting Teachers must complete training before they can be assigned intervention cases. Consulting Teachers may meet to be available during the summer for training.

TERM AND COMPENSATION:

Consulting Teachers will receive a stipend of \$900 per semester, if they work with a referred or voluntary participant in the PAR program. The consulting teacher shall serve for one year at a time for a maximum of five years. Training, when outside the number of contract days, will be paid at \$250 per day.

APPLICATION REQUIREMENTS FOR CONSULTING TEACHERS POSITIONS:

Qualified applicants are required to complete the APPLICATION FOR CONSULTING TEACHER and other materials are requested. A complete application package includes the application form, receipt of all reference materials and a resume.

CONSULTING TEACHER APPLICATION

NAME: _____ Home Phone: _____

SCHOOL SITE: _____

1. Teacher Experience (list current position first)

DATES DISTRICT SCHOOL GRADE SUBJECT AREAS

Total years of teacher experience: _____

What Credentials do you currently hold?

2. Academic preparation for teaching (list most recent first)

INSTITUTIONS DEGREES DATES MAJOR/MINORS

3. Additional training and/or workshops

PLEASE RESPOND TO THE FOLLOWING QUESTIONS
USING A BLACK PEN IN YOUR OWN PENMANSHIP.

Why are you interested in applying for a Consulting Teacher position with the Peer Assistance and Review Program?

What strategies would you use to improve the performance of a teacher?
