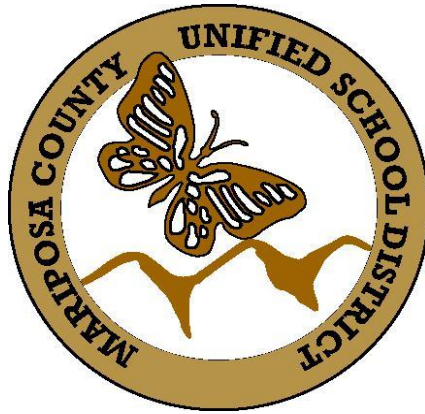


MCTA AGREEMENT



AGREEMENT

July 1, 2017 to June 30, 2020

BETWEEN

MARIPOSA COUNTY TEACHERS ASSOCIATION

AND

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

January 2018

Revised: June 7, 2018

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ARTICLE I
AGREEMENT

- A. The Articles and provisions contained herein constitute bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Mariposa County Unified School District (“District”) and the Mariposa County Teachers Association affiliated with the California Teachers Association and National Education Association (“Association”) employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code (“Act”).
- C. Any individual contract between the District and an individual teacher henceforth executed shall be subject to and consistent within the terms and conditions of the Agreement.
- D. This Agreement shall supersede any rules, regulation or practices of the District which are or may in the future be contrary to or inconsistent with its terms.

ARTICLE II
RECOGNITION

- A. The District recognizes the Association as the exclusive representative for unit of certificated employees to include classroom and resource teachers, counselors, speech therapists, school psychologists, and nurses for the purpose of meeting and negotiating. The unit excludes substitutes serving in the above classifications.
- B. The District voluntarily recognized said unit at an official Board Meeting on May 17, 1976.

ARTICLE III
DEFINITION

- A. “Teacher” refers to any employee who is included in the appropriate unit as defined in Article II and, therefore, covered in the terms and provisions of this Agreement.
- B. “Teacher Year” See Article X, Section A
- C. “Teacher Work Day” See Article X, Section B

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Association shall have the right to reasonable use of school facilities, at reasonable hours, for Association business. Requests to utilize such facilities shall be made in accordance with current District policy and shall be contingent upon securing the permission of the site administrator. The site administrator may deny permission if the facilities have been previously reserved by groups entitled to their use or if the usage by the Association would interfere with the school activities. The Association shall have the right to use District educational technology equipment and studios for Association business, so long as such use does not interfere with the District's regular instructional program.
- B. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each school building in areas frequented by teachers. The Association may use the regular District mail service and teacher mail boxes for communications to teachers, subject to the same procedures as those established for regular District mail. A copy of all items distributed by District mail service and/or teacher mail boxes shall be forwarded to the Superintendent as soon as possible.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times so long as said activities do not interfere with the educational process and the work performance of any employee. Representatives who enter a school campus to which they are not assigned shall, upon arrival, notify the site administrator or his/her designee of their identity, their status as a representative of the Association, and their intent to transact Association official business.
- D. The Association shall meet by October 1, with the administration to mutually agree upon a list of existing reports and documents pertinent to the negotiations process. The District shall furnish the Association with one copy of such reports and documents not to exceed an aggregate total of 500 single pages. The Association will compensate the District at the rate of 5 cents per page in excess of the 500-page limit. The Association shall receive two copies of the monthly Board Meeting Book free of charge. One copy shall be sent to the Association President and the second copy shall be sent to the Chairman of the Negotiations Committee for the Association. In addition five copies of the Board Meeting Book shall be provided to the Association for members of its Negotiations Committee on condition that the Association pays the District upon receipt of the District's bill for the added five Board Books. In addition to the board books the negotiating team members shall receive copies of all District handouts given out at the board meeting.
- E. The District will provide classroom substitutes for local Association officers and their designees up to an aggregate total of twenty (20) school days to conduct Association business. The cost of the substitutes shall be reimbursed to the District by the Association at the current substitute rate.
- F. When it is deemed mutually beneficial and with the approval of the Superintendent, the District will provide the MCTA President with District-paid release time. The request for

President release time may be initiated by MCTA or by the District. The minimum substitute time to be arranged shall be a half day per occurrence.

Names, addresses, and telephone numbers of all the certificated employees for whom M.C.T.A. negotiates shall be provided to the Association without cost no later than October 15th and updated lists no later than February 15th and May 10th of each year. A copy of this list will be provided to each of the following: the President of the M.C.T.A., the Chairperson of M.C.T.A.'s Membership Committee, and the Chairperson of the Negotiations Committee.

- H. MCTA will provide the district with a list of its officers, negotiators, and site representatives at the beginning of each school year.
- I. Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have copies prepared and delivered to the Association. The cost of preparing the original copy of the Agreement shall be shared equally by the District and the Association. Copies of the negotiated Agreement in draft form shall be made available to the negotiators of the Association at least ten (10) days before the meeting of membership ratification or as soon as is practicable. The Association shall proofread the Agreement prior to distribution and notify the District of any errors. Reproduction costs shall be prorated between the District and the Association with the number of copies received. The District will provide one copy of the final agreement to each member of the Association.
- J. One copy of all Board policies will be provided to the Association and one copy per school will be made readily available to teachers.

ARTICLE V

CONSULTATION

In accordance with Section 3543.2 of the Government Code, the Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curricula, and the selection of textbooks.

ARTICLE VI

DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to those duties and powers, are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop the budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees.

- B. 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. In addition, the District retains the right to take reasonable action on matters in the event of an emergency. Emergencies shall be defined as: Acts of God, natural disasters, national emergencies, and local occurrences of severe gravity beyond the immediate control of the School Board.
- C. The District reserves the right to develop the school year calendar. The District will consult with the Association regarding changes.

ARTICLE VII

NEGOTIATION PROCEDURES

- A. As soon as practicable, including the calendar year in which this Agreement expires, the District and the Association shall meet and negotiate in good faith on negotiable items. The Agreement reached between the parties shall be reduced to writing and signed by them.
- B. Either party may, at their own expense, utilize the services of outside consultants.
- C. Negotiations shall take place at mutually agreeable times and places. A maximum of seven (7) negotiators, consultants and/or observers for each party may attend each negotiation meeting.
- D. The Association may designate a maximum of five (5) representatives who shall receive periods of release time not to exceed twenty-five (25) days of aggregate total for the team without loss of compensation for meeting and negotiating. The Association may elect to utilize a sixth (6th) representative to attend the meeting and negotiating sessions, providing the District is reimbursed the daily rate of pay for such additional representative.

ARTICLE VII

GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A “grievance” is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this Agreement. The substance of an evaluation pursuant to Article XV shall not be grievable.
 - 2. The “aggrieved party” is the unit member(s) making the claim.
 - 3. The “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. A "day" is any day in which a unit member is required to render service to the District.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Pre-Grievance Procedures

Potential grievances should be discussed by private conference between the parties. At least two private meetings between parties may take place before the grievance procedure is invoked.

D. Procedure

Level 1

1. If the potential grievance is not resolved at the informal meeting(s), the grievant may implement the provisions of this Article by presenting his/her grievance, in writing, to his/her supervisor within forty-five (45) working days of the occurrence.
2. A grievance shall be presented in writing to the immediate supervisor using the grievance form. The immediate supervisor shall meet with the aggrieved party and/or designated counsel and/or Association representative within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore to all parties of interest within ten (10) days of such meeting.
3. If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days of such meeting or ten (10) days from the date of presentation of the grievance, the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association President.

Level 2

1. The Superintendent or his/her designee shall meet with the aggrieved party and/or designated counsel and/or Association representative within ten (10) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten (10) days of such meeting.
2. If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days of such meeting or twenty (20) days from the date of the receipt of the grievance at Level 2, the aggrieved party may request the Association to submit the grievance to arbitration.

Level 3

1. If the Association proceeds to arbitration, it shall notify the District in writing within twenty (20) days from the receipt of the disposition at Level 2, or if no disposition has occurred, within forty (40) days from the date the grievance was filed at Level 2. Within twenty (20) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the California Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to add to, subtract from or modify the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
3. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. Time Limits

1. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.
4. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.
4. If an administrator at any step of this procedure fails to communicate the written decision on a grievance within the specified time limits, the aggrieved employee may proceed to the next step within 30 days after the administrators' time to respond has lapsed. Failure by the grievant at any step of this procedure to initiate a grievance or appeal a written decision to the next step within the specified time limits shall be deemed to be acceptance of the decision at the step.

5. It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the Board, and the terms of Agreement, until such grievance and any effect thereof shall have been fully determined.
6. When a grievance has been filed by a grievant, he/she may withdraw the grievance at any time by giving written notice to the District. Once a grievance is withdrawn, it cannot be presented again by the same grievant unless there is evidence of intimidation or threats of retaliation.

F. No Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. In the absence of administrators required to render decisions as outlined in the procedures, the Superintendent shall appoint a substitute.
2. If a grievance is made by a group of employees against one supervisor, only one grievance will be processed and the decision rendered will apply to all others affected. Another grievance(s) could be filed for a separate issue(s).
3. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level 2.
4. When it is necessary for a grievant and representative designated by the Association to attend a grievance meeting or hearing during the day, each will, upon notice to the Principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing procedures: however, every effort will be made to process grievances at times other than during the instructional day. Normally all processing of grievances shall be done after regular working hours.
5. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
6. Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.
7. A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.

A unit member may, at any time, present grievances to the employer and have such grievances adjusted, without the intervention of the Association, as long as the

adjustment is not inconsistent with terms of the written Agreement. If any employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE IX

DUES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, 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. Such authorization shall continue in effect from year to year unless revoked in writing between June 1, and September 1, of any year. Pursuant to such authorization, the Board shall deduct one-tenth or one-twelfth of such dues from the regular salary check of the teacher each month, depending on the number of pay checks. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- B. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- C. Upon appropriate written authorization from the teacher, the District shall continue to deduct from the salary of any teacher and make appropriate remittance for those plans and programs currently utilized. This includes Washington National Insurance, Occidental Insurance, Merced Credit Union, CTA Credit Union, and those Tax Sheltered Annuities approved by the District. A teacher shall not make more than two (2) changes a calendar year in Tax Sheltered Annuities. Certificated personnel shall be able to have automatic deductions for employee paid income protection, life insurance, and any tax sheltered annuity plans. Teachers may also elect to contribute to the United Way through payroll deductions. A list of all payroll deduction options available to the teachers shall be in the Procedures Handbook.
- D. If at least five unit members enroll to participate in a Tax Sheltered Annuity, the company offering the annuity program will be added to the list of approved Tax Sheltered Annuities. The company offering the Tax Sheltered Annuity must use the agreement that is provided by the District for this purpose and meet all legal requirements to offer the annuity program.

ARTICLE X
DAYS AND HOURS OF EMPLOYMENT

A. TEACHER YEAR

The teaching work year shall consist of 185 days (180 established instructional days, three (3) established professional development days, and two (2) established teacher preparation days. One (1) teacher prep day will be calendared on the work day prior to students first day of school. One (1) teacher prep day will be calendared the work day after the student's final day.)

The teaching work year for a Lead Teacher shall consist of 186 days. As of the 2018-2019 school year, new teachers hires to the district will maintain a calendar of 186 work days to attend a district orientation and to comply with AB 119 provisions. Teachers will be compensated at their daily rate based on the 185 day work calendar.

Agriculture teachers will receive 20% of his/her Annual Salary.

The work year for school counselor, school nurse and school psychologist is outlined in Board established and approved salary schedules.

B. TEACHER WORK DAY

1. The normal working day for teachers and speech therapists shall not exceed seven (7) hours and thirty (30) minutes which includes a duty-free lunch period of thirty (30) consecutive minutes. The work day for the school counselor, school nurse and school psychologist shall not exceed nine (9) hours which includes a one (1) hour duty-free lunch.
2. The teacher's job description periodically will require additional non-teaching duties beyond the normal working day. These duties shall be distributed fairly and equally and not be so great as to interfere with responsibilities of good classroom teaching. High School teachers see #3 and #4 in this section.
3. Except for unforeseen circumstances of importance, these non-teaching assignments shall be made within ten (10) days from the opening of school after consultation with the teacher(s) involved and a duty roster shall be prepared and posted. Extra duties by high school teachers such as supervision of sports and other events shall be limited to 5 events or activities per year and attendance at the fall "Back to School Night" or "Open House." Events or activities beyond this limit will be paid at the rate shown in the appendix for extra duty assignments. This amount shall be adjusted for any subsequent salary schedule increases.
4. Selection of extra duties for high school teachers shall be based on seniority at the site with three extra duties being chosen on a first round selection, and the remaining duties chosen on a second round selection.
 - a. Class advisors and FFA Advisors are exempt from performing extra duties.

- b. If a teacher would like to sign up for all duties for a particular activity, the duties must be at least six hours. Each year the duties will again be selected in seniority order.
- c. An explanation of what is expected from each teacher at each duty will be given to the teachers before they sign up and before each event.
- d. The duty sign-up sheet for the coming school year will be completed two weeks before the end of the current school year.
- e. If an administrator removes a duty from the duty list and assigns that duty to a specific teacher, that teacher will select 4 more duties.

If a teacher does not show up for an assigned duty without being excused by an administrator, the teacher will make up the duty they missed.

Teachers will not be directed to police adults while performing extra duties.

Mandatory training will be provided for teachers who operate time clocks at sporting events. This training will be provided during their contracted work day.

- 5. All Physical Education teachers hired after January 4, 2018 will be required to coach at least one (1) athletic sports team a year.
- 6. Teachers shall be compensated at the hourly extra pay rate for meetings that take place after their contracted work hours and that require preparation and presentation by the teacher, such as Parent Awareness Meetings. Compensation shall be at the rate of two (2) hours of preparation for each hour of actual meeting presentation. Meetings must be required by an administrator and approved in writing by the superintendent at least ten (10) working days in advance of the meeting. Back to School Night or Open House and activities included in the Education Code are excluded.

C. PREPARATION TIME

- 1. Preparation time for full time teaching assignments during the regular school year only shall be included in the normal working day and shall be as follows:
 - a. K-8 (self-contained). A minimum of 45 minutes daily, or the equivalent
 - b. Departmentalized teachers will receive preparation time equivalent to one class period per day.
- 2. The District will schedule preparation time consecutively on a daily basis if local constraints, as judged by the District, permit this.
- 4. Part-time teaching assignments during the regular school year only shall receive a proportional amount of preparation time as stipulated in Sections 1.a and 1.b.

D. REDUCED WORKLOAD PROGRAM

The District shall consider requests for the STRS Reduced Workload Program on a case-by-case basis. Reduced workload requests shall be granted if a suitable replacement is available and results in no increased cost to the District.

E. ELECTRONIC GRADE BOOK PROGRAM

High school teachers will facilitate the

following:

1. Teachers will post grades to ABI and make them available to parents.
2. Teachers will make sure that grades are complete and accurate at each mid-quarter (about 4 weeks) and at the end of each quarter, a total of eight times per year.
3. Teachers and high school tech personnel will not be providing tech support for parents.

The District will facilitate the following:

1. A parent policy developed by the high school leadership team.
2. Provide training session for parents. The high school leadership team will develop the parameters for the training and provide input as to what options parents can view.
3. The District will acquire parent e-mail addresses.

ARTICLE XI

JOB SHARING

Please Note: Article XI not apply to counselors, school psychologists, school nurses, and speech therapists

CERTIFICATED PERSONNEL JOB SHARING

A. Definition

Permanent Job Share: Two teachers sharing responsibility for one full time position. All K-12 positions will be considered.

Temporary Job Share: Teachers may request a temporary job share for one year only, one time only. The sharing partner shall be hired as a temporary employee through normal established hiring practices for the year of the job share proposal only. At the end of the year, the teacher requesting the job share will return to full-time status.

A unit member who has already utilized their option for a one-time temporary job share, may be granted an additional temporary job-share for a period of no more than one school year with the approval of the Superintendent for an emergency situation.

B. Patterns

Job sharing can be accomplished in various ways, such as half-days, alternating days, alternate weeks, teaching periods per day.

C. Restrictions

1. Job sharing proposals must be approved by the site Principal and are subject to final approval by the Superintendent. Proposals must be submitted in writing no later than March 1, except where there are extenuating circumstances such as pregnancy or serious illness.
2. Presently employed participants in a job sharing plan shall resign their full-time positions and shall be rehired as part-time employees.
3. The teacher requesting the job share shall be a tenured teacher in the district.
4. Job share partners shall be selected through established hiring practices. In the event a suitable and qualified partner is not selected by June 1, resulting in a failure of the job sharing plan to materialize, the requesting teacher shall have the opportunity to be reinstated to full-time status. If the teacher does not wish to do so, a resignation letter shall be submitted immediately. The requesting teacher may accept or reject a job share partner selected through the recruitment process.
5. The teacher's election to reclaim a full-time position shall not apply during a layoff. Once teachers affected by layoff procedures have been placed in positions for which they are credentialed or have waived their right to re-

employment, the original job share teacher will have the right to reclaim the full-time position.

D. Plans and Proposals

1. Written plans for job sharing proposals shall be submitted to the principal of the school in question no later than March 1. This will provide an opportunity for discussion between teacher(s) and principal before submission to the Superintendent as per C1.
2. Written plans shall include the following:
 - a) The instructional design of the program.
 - b) The specific work site of the shared assignment.
 - c) Individual work calendars showing the specific days and times each participant will work for the entire year. If school year calendar is not available, a tentative plan must be submitted to be modified by actual data when this becomes available.
 - d) Designated times for participants to meet with each other, with fellow teachers or with other employees (e.g. support staff) to confer about student progress, to diagnose student needs, and to establish working relationships.
 - e) Attendance at faculty and/or departmental meetings.
 - f) A plan for parent-teacher conferences and completion of written Pupil Progress Reports.
 - g) A written rationale regarding benefits to the educational program for students.
 - h) A plan to ensure consistent classroom management.
 - i) Provisions for communicating with parents and appropriate school personnel.
 - j) Sharing of extra-curricular assignments.
 - k) Sharing of other duties such as supervision responsibilities, field trips, instructional committees work, etc.
 - l) Teaching duties and working hours.
 - m) Prep time arrangements.
 - n) Provisions for the sharing of allocation of contributions to health and welfare benefits equivalent to one full-time position.

3. Mutual agreement between the two employees, the principal, and the Superintendent is required before the plan can be implemented. This agreement shall be indicated by signature of all participants to the plan.
4. In case one of the job sharers needs to be recruited and employed as per C4, the applicant job sharer shall develop the plan (see D2) on a tentative basis. The applicant job sharer shall be given the opportunity to participate in the interviews. After the other partner has been recruited and employed, a final plan shall be developed and agreed upon as per D3.

E. Shared Duties and Responsibilities

It is understood that all employees participating in a shared assignment will perform those duties and responsibilities routinely assigned to employees within a school or department which include and are not limited to the following:

1. Be on duty during all pre-school orientation days, Back-to-school and Open House Nights, and Parent Conference Days as scheduled on the school calendar, on the same basis as full-time employees.
2. Responsibility for communication of information disseminated in a meeting rests with both employees.
3. Non-teaching duties and responsibilities are to be shared proportionally between the participating employees.

F. Salary, Fringe Benefits and Working Conditions

1. Each participating employee will receive salary equivalent to their percentage of the job share.
2. Days and hours of employment shall be in accordance with Article IX of the MCTA Agreement but modified by the part-time factor and the particulars of the plan.
3. Prep time for part time teachers will be provided at a proportional rate of time specified in the MCTA Agreement.
4. The district has the option to either provide the required prep time or to pay for the extra time.
5. Participants will receive one year of credit toward advancement on the Salary Schedule in accordance with salary schedule regulations of the MCTA Agreement.
6. Earned leaves are pro-rated on the percentage of the job share for each partner.
7. Retirement contributions and credits shall be determined in accordance with State law, currently at the rate of (1/2) one-half year credit for each year of job sharing experience or the equivalent of the job share..

8. The district shall contribute towards the cost of health, vision, and dental benefits to the extent of the cost of benefits to one full-time employee. Each participant may contribute the balance of the cost of said benefits.
9. Substitution for an absent participant shall be paid in accordance with the current Substitute Salary Schedule. Participants are encouraged to substitute for each other.

G. Termination

A teacher who originally resigned his/her permanent full-time position to create a job share with another teacher may assume the full-time position in the event the other teacher is unable to continue his/her commitment to the job share. If the original teacher wants to continue the job share, the District shall attempt to fill the job share vacancy through the established hiring practices. If, within a reasonable period of time this is not possible or the original teacher does not approve the candidate selected, the original teacher may assume the full-time position or resign from the position.

If the original teacher terminates the job share arrangement, his/her part-time position will be advertised. The remaining job share teacher may apply for the vacant part time position and will be considered with other candidates.

H. Job Share of Two Tenured Teachers

If two tenured teachers mutually request a job share with each other, it will be subject to the approval of the site Principal(s) and the approval of the Superintendent to waive the selection process outlined in C.4. At termination of this type of job share, the remaining teacher will have the option to assume the position full time or the District will attempt to fill the job share vacancy through established hiring practices if the remaining teacher wishes to continue the job share.

ARTICLE XII

ENRICHMENT SHARING

Please Note: Article XII does not apply to counselors, school psychologists, school nurses, and speech therapists

A. Definition

The classroom teacher will be responsible for instructional planning for the class, evaluation of students, parent conferences, extra duty assignments, and the majority of instructions as would a full-time teacher.

The enrichment teacher will be responsible for presenting lessons which will be coordinated into the regular classroom plan using the enriching teacher's special talents and interests. The enrichment teacher will not be responsible for the overall responsibilities of the teacher and may receive substitute pay for up to a maximum of twenty (20) days during a school year. The enrichment teacher shall follow District and school policies and regulations.

B. Restrictions

Enrichment sharing proposals must be initiated BY THE TEACHER. The proposal shall establish a suggested teacher for the enrichment lessons, the calendar for enrichment, a rationale of the benefits to the educational program of the students as well as the benefits to the school and the District, and provisions for how parents will be informed of the way this alternative program will work in the classroom. The proposal shall be presented to the site administrator and must be approved by him/her. Each enrichment sharing shall be considered on the merits of the proposal.

The enrichment teacher may be evaluated by the administrator. The classroom teacher will be responsible for establishing the lesson plans and evaluating the program's success, and determining the value of the program and reporting this to the administrator.

The classroom teacher's employment contract and salary will be proportionately reduced by the number of days paid to the substitute teacher for enrichment sharing.

In schools where this occurs, the money that is saved (substitutes are paid at a lower rate than teachers and do not get benefits) is continuously appropriated for expenditure to a school site in a budget account which shall not be frozen.

If the enrichment teacher cannot fulfill the commitment and another suitable replacement cannot be found, the regular teacher will resume those days at full pay.

ARTICLE XIII

LEAVES

A. SICK LEAVE

Every teacher employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury with full pay for a school year of service. A teacher employed for less than five (5) school days a 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/she is employed per week bears to five (5).

1. Unused sick leave shall accrue from school year to school year.
2. At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year. School year is defined as the teaching work year. However, if a teacher takes ten (10) days leave and subsequently fails to serve the District for a full school year, the District may deduct an amount equivalent to the unearned leave from the final check payable to the teacher.
3. Teachers shall inform the principal or supervisor of their illness in time for a substitute to be obtained. The principal or supervisor should be informed of the probable length of absence as soon as possible. Should a substitute arrive at school due to the failure of a teacher to provide required notification, the cost of the substitute shall be borne by the teacher.

B. EXTENDED ILLNESS LEAVE

When a teacher has utilized all of his/her accumulated sick leave and still is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed. The five (5) months or less period during which the above deductions occur shall begin at the end of the teacher's current annual leave of ten (10) days.

C. PREGNANCY DISABILITY LEAVE

1. A teacher shall be granted a leave of absence for reasons of pregnancy and convalescence following childbirth. The beginning and ending dates of such leaves shall be set by the District after receiving recommendations from the teacher, her physician and her principal, such recommendation to be mutually agreed upon, if possible. The ability of any particular pregnant teacher to continue to return to work is an individual matter to be considered on the circumstances of each individual case, work assignment and continuity of instruction.
2. A leave of absence for reasons of pregnancy shall be considered as illness and covered by sick leave (XIII.A) and extended illness leave (XIII.B)

D. ADOPTION PROCEEDINGS

The District shall allow a teacher to take up to five (5) days paid leave for the purpose of adoption proceedings and twenty (20) days paid leave when he/she receives the child for initial adjustment. Such days shall be charged to the accumulated sick leave days of the teacher.

E. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. The District shall provide for sixty (60) days of industrial accident and illness leave with pay and benefits for teachers who have been employed by the District continuously for three or more years.
2. A teacher who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under Worker's Compensation Insurance shall be granted an industrial accident or illness leave for such illness or accident.
3. The number of days for one leave or the total number of days allowed in one fiscal year for more than one such leave shall not exceed sixty (60) days.
4. Allowable leave shall not be accumulated from year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
5. Industrial accident and illness leave shall be granted from the first day of disability but shall not extend beyond the last for which temporary disability indemnity is received from the District's Workman's Compensation Provider.
6. Only absences which are supported by a doctor's certificate and have been verified by the district's workers compensation provider to be the result of a work-connected injury or illness can be paid under the industrial accident and illness leave.
7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Article XIII, Sections A & B and, for the purpose of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
8. During any period when a teacher is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the District's Workman's Compensation Provider. Charges to the employee's regular accumulated sick leave shall be as follows:
 - a. Industrial accident and illness leave shall be reduced by one day for each day of authorized absence, regardless of temporary disability payments paid by the District's Workman's Compensation Provider.
 - b. Regular sick leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary compensation benefits.

9. Any teacher who is absent because of a work-connected injury or illness shall not be entitled to receive wages or salary from the District in an amount which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.
10. A teacher, while receiving industrial accident and illness leave benefits, must remain within the State of California unless the District authorizes travel outside the State.
11. A teacher who has been released for return to his/her duties by the District's Workman's Compensation Provider but fails to return to said duties may be terminated.

F. PERSONAL NECESSITY LEAVE

Every teacher shall be entitled to use a total of ten (10) days per year of his/her accumulated sick leave days for personal necessity during the school year.

1. Ten (10) days per year may be used for circumstances that are serious in nature and that an employee cannot reasonably be expected to disregard, that necessitate immediate attention and cannot be taken care of after hours or weekends.
2. Considering the nature of personal necessity as defined in paragraph F.1 above, three (3) of the ten (10) days may be taken at the teacher's discretion without providing any reason for those days. Seven (7) of the ten (10) days of personal necessity may be taken at the teacher's discretion for any reason except vacation or recreation. However, personal necessity days may be used for travel purposes as defined under Sabbatical Leaves, Section I, 4.a and 4.b, with advance approval by the site administrator. Teachers must complete and sign the personal necessity form attached to this agreement as Appendix D.
3. Other accumulated sick leave may be used by the employee for the following reasons:
 - a. Death or serious illness of a member of his/her immediate family or death or serious illness of a person residing in the employee's home, including domestic partners.
 - b. An accident involving his/her person or personal property or the person or property of a member of the immediate family or the person or property of a person residing in the employee's home including domestic partners.
4. If possible, the requested leave must be approved by the immediate supervisor in advance of the absence.
5. If this is not possible due to unexpected circumstances, the immediate supervisor must be notified by telephone or telegram as soon as possible.
6. A written notification form shall be submitted to the immediate supervisor within ten (10) calendar days after the absence.

G. BEREAVEMENT LEAVE

Every teacher is entitled to a leave of absence, not to exceed five (5) days or eight (8) days if out-of-state travel is required, on account of the death of any member of his/her immediate family, including domestic partners. No deduction shall be made from the salary of such teacher nor shall such leave be deducted from leave granted by other sections of this Article. Members of the immediate family mean the mother, father, grandmother, grandfather or a grandchild of the teacher or of the spouse of the teacher; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the teacher, or any relative or other person living in the immediate household of the teacher.

One (1) day of bereavement leave is permitted on account of the death of any person not in the immediate family as defined above.

H. JUDICIAL-GOVERNMENTAL LEAVE

1. Every teacher shall be granted leave to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the teacher.
2. Upon his/her request, every teacher shall be granted leave when regularly called for jury duty in the manner provided for by law.
3. Every teacher shall receive his/her regular pay less any amount he/she receives for jury or witness fees.

I. SABBATICAL LEAVE (applies to teachers only)

1. Definition: A sabbatical leave of absence is a privilege accorded to qualified teachers for the purpose of improving instruction. It is a leave of absence not to exceed one year for the purpose of permitting study or travel by the teacher which will benefit the schools and pupils of the District.
2. Eligibility: A full-time permanent teacher is eligible to apply for a sabbatical leave. He/she must have been an employee of the District for not less than seven (7) consecutive years and has not taken a sabbatical within the previous seven-year period. A sabbatical leave of absence shall not be granted for less than one (1) full semester or trimester, nor for more than two (2) full consecutive semesters or three (3) full consecutive trimesters.
3. Number of Leaves Granted Each Year: The number of leaves granted each year shall not exceed 2% of the total certificated staff.
4. Purposes:
 - a. To engage in professional study or research. The course work must be planned to achieve some goal which will be of value to the District. Study on a special project or research problem must have the advance approval of the District.
 - b. For travel and observation. When such application is made for travel and observation, the applicant shall submit a written program and an itinerary for approval, indicating the specific values to be derived by the District and the teacher from the proposed travel activities.
5. Compensation: A teacher granted a sabbatical leave shall receive 50% of the regular teacher salary he/she would have received if he/she had continued his/her regular

service. Salary while on leave shall be paid monthly. The fact that an applicant has additional compensation in the form of a public or private grant should in no way prejudice the consideration of his/her application for a sabbatical leave. Scholarships, fellowships, and assistantships in approved colleges and universities which do not interfere with the program of professional improvement are to be approved by the District.

6. Retirement and Salary Advancement: A sabbatical leave shall count toward retirement. The annuity contribution shall be collected in the usual manner. The teacher's progress on the salary schedule shall be in the same manner as he/she would progress had he/she remained in the teaching service of the District.
7. Report of Activities: Each employee on sabbatical leave shall file with the District a written report not later than sixty (60) days after his/her return. The report shall contain data as to
the activities of the teacher and transcripts of all college and university work completed. Each teacher on leave shall include an appraisal of the professional value or the experience gained while on leave and the manner in which such experience or knowledge gained may be used for the benefit of the students or school in which the teacher is located.
8. Accident or Illness: If the sabbatical program is interrupted because of serious illness or accident, this shall not be considered a failure to fulfill the conditions upon which the leave was granted. It shall not affect the amount of compensation to be paid the employee, provided the District shall have been notified promptly of such accident or illness. [Notification shall be made by registered letter within fifteen (15) days of the time of the accident or illness unless prevented by extenuating circumstances.]
9. Procedures: Applicants for sabbatical leave shall file a request with the District Superintendent accompanied by his/her principal's recommendation, any time prior to January 15 of the preceding school year. The application shall be reviewed by the District Professional Growth and Development Committee, consisting of representation from the high school and elementary teaching staffs plus a member from the District Administrative Staff, and one Board of Trustees Member. This Committee's recommendations will be forwarded to the District Superintendent and to the Board of Trustees. Criteria for recommending such leaves shall be governed by:
 - a. The relative merit of reasons for desiring leave.
 - b. The direct benefit to the District.
 - c. The reasonable distribution of applicants in the various segments of the District.
 - d. The number of previous sabbatical leaves granted the applicant.
 - e. The seniority of service of the District employee.

The applicant shall be notified no later than the first regular Board Meeting in March of the approval or of the disapproval by the Board of Trustees. Should the employee's plans be changed, the applicant may withdraw the application up to March 25.

10. Other Requirements: A teacher granted sabbatical leave with pay shall agree to return to the service of the District for at least two (2) years. In the event the employee fails to return to render two (2) full years' service, or fails to carry out satisfactorily the program of study or travel, the employee shall reimburse the District for compensation received.

J. UNPAID LEAVE OF ABSENCE

1. Any teacher may request an unpaid leave of absence.
2. A teacher on unpaid leave of absence shall not be entitled to receive wage and fringe benefits.
3. A teacher on unpaid leave of absence shall give written notice to the District of intentions to return no later than February 15. Failure to give such notice will be considered as notice that the teacher does not intend to return and that his/her position is vacant.
4. A teacher returning from an unpaid leave of absence shall return to a position for which he/she is qualified. If the teacher is to return to a different position or school, the change of position will be made in accordance with Article XIV.

K. PATERNITY LEAVE

All provisions of paternity leave / child-bonding leave shall be granted to qualified employees in accordance specifically with Education Code 44977.5, state and federal regulations and District policy. If State and Federal regulations differ from one another relative to specific issues, the regulation most beneficial to the unit member will be implemented..

L. FAMILY LEAVE

All provisions of the Family Leave Act shall be granted to qualified employees in accordance with District policy and State and Federal regulations. If State and Federal regulations differ from one another relative to specific issues, the regulation most beneficial to the unit member will be implemented.

M. CATASTROPHIC LEAVE

1. As a member of the Catastrophic Leave Program, a teacher who has exhausted all of his or her sick leave may draw upon the leave program under the following conditions:
 - 1.1 The teacher is experiencing catastrophic illness or injury.
 - 1.2 A member of the teacher's immediate family is experiencing catastrophic illness or injury. Immediate family for purposes of this item is spouse, domestic partner and children; other persons are subject to approval by the catastrophic leave committee.
 - 1.3 The benefits of this program are limited to forty (40) days per teacher per fiscal year.
2. Catastrophic illness or injury to the teacher or his/her immediate family member is expected to incapacitate the teacher or require the teacher's direct supervision for an extended period of time and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.

3. Eligible leave credits mean sick leave accrued to the donating employee.
4. A teacher may become a member of the Catastrophic Leave Program and thereby become eligible for receipt of the benefits under the program by filing with the District Personnel Office an irrevocable donation of one (1) sick day. Employees who enroll in the Catastrophic Leave Program will contribute one sick day each year until they have contributed a total of three sick days to the bank. If the total number of days in the bank drops below 80 days, the maximum number of days to be contributed will be increased by one sick day per member. One sick day per year will be contributed by existing participants beginning 2002/03 if they have not already contributed the maximum three days. For 2002/03, the enrollment period will be extended to November 1, 2002.
5. A committee comprised of three representatives from the Association shall be established when the application is received. The committee shall meet with a representative from the District Personnel Office to review, approve or deny on a case-by-case basis applications for leaves to be charged to the Catastrophic Leave Bank.
6. Teachers who elect not to join the Catastrophic Leave Bank upon first becoming eligible may enroll by notifying the District by September 15 of any given year. These new enrollees will have a waiting period of one school year after joining the Bank before becoming eligible to withdraw days from the Bank.
7. Newly hired teachers shall have 30 calendar days from the date of employment to enroll in the Catastrophic Leave Program and shall be assessed one (1) day of sick leave. The effective date of coverage shall be the first day of the month following enrollment. Newly hired teachers who enroll during the spring semester shall enroll and be assessed one (1) sick leave day and shall be exempt from assessment for the following school year.
8. In addition, a teacher may donate up to 20 sick leave days to a member of his/her immediate family who is a teacher as defined in the agreement between the Mariposa County Teachers Association and the District.
9. To discontinue membership in the Catastrophic Leave Program, the member must provide written notice to the District of the intent to withdraw during the period of May 30 to June 30 to be effective the following fiscal year.

N. MISCELLANEOUS

1. Unless otherwise provided in this Article, a teacher on a paid leave of absence shall be entitled to receive credit for annual salary increments provided during his/her leave and to receive during his/her leave, all other teacher fringe benefits, including but not limited to insurance and retirement benefits.
2. Full-time teachers who are absent on account of illness and who have exhausted their accumulated sick leave shall continue to receive full insurance coverage to be paid by the District not to exceed the remainder of the current school year and limited to one school year only for the same illness.
3. The District shall provide teachers on approved unpaid leaves of absence the option to continue the District group plan of health insurance during the period of the leave. The employee shall reimburse the District for all premium costs of the insurance, monthly or quarterly, in advance, by the 25th of the month.

ARTICLE XIV

TRANSFERS

Please Note: Article XIV does not apply to counselors, school psychologists, school nurses, and speech therapists

A. VOLUNTARY INTER-SCHOOL TRANSFERS

1. A list of teacher vacancies shall be made available at the District Office and posted in all schools (during the school year only) as they occur. A copy of such list shall be emailed to all teachers. The list shall contain a closing date to apply for each vacancy which shall be no sooner than fourteen (14) calendar days after the vacancy occurs. The vacancy notice shall include the location, grade level or subject matter assignment, credential requirements, any special needs of the position, and date by which the position is to be filled. No assignment to fill the vacancy shall be made until after the closing date of said notice. A closing date less than 14 days may be used if approved by the MCTA President.
2. At the end of the school year the District will notify teachers where job vacancies will be advertised and/or posted during the summer. By June 1 of each school year, a teacher may submit an email address to the District Personnel Department if they wish to be notified of all job vacancies during the summer.
3. A teacher may submit a formal request for transfer to a listed vacancy at any time with the knowledge of the principal. The request shall follow required application procedures and deadlines as stated on the vacancy notice. The teacher will be considered with the interviewees.
4. If a transfer is denied, the teacher, upon request, shall be given an immediate written rationale for the denial. No teacher shall be denied a formally requested transfer for arbitrary or capricious reasons.
5. A unit member may be transferred to an existing vacant position for which they are qualified for a medical reason in accordance with law.

B. INVOLUNTARY INTER-SCHOOL TRANSFERS/REASSIGNMENT

1. Involuntary transfers/reassignments shall only be made for the following reasons after discussion with the teacher involved and the MCTA President: a decrease in the number of students which requires a decrease in the number of teachers, elimination of programs, and/or funding, school closings, or as it relates to the teacher evaluation and improvement plan and to resolve a local situation of severe gravity.
2. If a decrease in the number of students or the elimination of programs and/or funding occurs, the District shall seek volunteers prior to making involuntary transfer/reassignments. A teacher who voluntarily transfers to another school site under the conditions of this paragraph shall have the right of refusal for any vacancy at the school site where they were employed when transferred in accordance with B.11, provided they have the appropriate credential. If involuntary transfer/reassignment becomes necessary, the teacher with the least seniority shall be transferred or reassigned.

3. If a particular school is to be closed, then unit members shall also be accorded first priority for filling any new or vacant positions at the school or schools at which the students at the closing school are being placed for the coming year.
4. The unit member from the closed school shall also be accorded first priority for filling all vacancies that arise for which they have the appropriate credential. The determination of which unit members shall fill vacancies when two or more of these members apply shall be based on seniority.
5. Notice of intent of involuntary transfers shall be given to teachers in writing as soon as possible.
6. Within three (3) working days after receiving the notice of intent, a teacher may request a meeting with the Superintendent or his designee to discuss the intended transfer. After this meeting, the teacher shall be notified in writing of the final decision.
7. In addition to District needs, an administration initiated transfer shall consider the credential, major or minor field of study, performance, and area of expertise of the transferee.
8. If a teacher is transferred after the first contracted work day, the teacher shall be given at least five (5) days notice before the actual transfer occurs, and up to three (3) days of non-teaching duties to prepare for the new assignment.
9. Teachers who are transferred involuntarily shall receive mileage reimbursement, if the distance added to the commute, from their residence at the time of the transfer to their new work location is more than 25 miles one-way, for a period of one contract year. The resulting mileage calculation is based on the distance from the site at time of transfer to/from the District Office one way as follows: To/From LDP: 50 miles; To/From YVS: 43 miles; To/From EP: 26 miles; To/From CHS: 26 miles.
10. Teachers involuntarily transferred due to a reduction in force shall be entitled to the first right of refusal for any vacancy at the school site where they were employed when "riffed," provided they have the appropriate credential. If a teacher is offered the first right of refusal to fill a vacancy that occurs after the first day of the school year and does not wish to accept the offer, the teacher will be provided with one additional offer to fill the next available vacancy at the original school site. If the teacher refuses the second offer to return to the site, regardless of when the vacancy occurs, no further offers will be made.
11. The order of reassignment back to the original school site under the first right of refusal provisions in section B of article XIV shall be as follows: Teachers will exercise their first right of refusal in the chronological order in which they were transferred, regardless of whether the transfer was voluntary or involuntary (i.e. first to leave is first to return). If more than one teacher was involuntarily or voluntarily transferred on the same date, reassignment shall be in order of seniority. Should teachers have the same date of hire, the tie breaker criteria outlined in the most recently adopted layoff resolution will be utilized. These first right of refusal assignments will be resolved prior to reassignment of teachers who are being displaced due to layoff in the current school year.

C. INTRA-SCHOOL REASSIGNMENTS

1. A teacher may be reassigned within a school only after the principal meets with the teacher or teachers involved to discuss the problem.
2. Classroom reassignment and/or subject changes shall not be made after three (3) weeks from the beginning of each semester or trimester unless an emergency occurs.
3. In self-contained classroom reassignments only, paragraph B.8 of this Article will be applicable.

ARTICLE XV

EVALUATION PROCEDURES

Please Note: Article XV will apply to counselors, school psychologists, school nurses, and speech therapists with the exception of the evaluation form. A form will be developed that specifically addresses the duties and expectations of each specialty field.

A. PERSONNEL FILES

1. Materials in personnel files of teachers which may serve as a basis for affecting the status of their employment are to be made available for the inspection by the teacher involved. A teacher shall have access to his/her personnel file, upon request, at any time during normal District office hours providing the request is made at a time when such teacher is not actually required to render services to the District.
2. A teacher shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity during the school day and with reasonable compensated release time, not to exceed one (1) working day per incident to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. The immediate supervisor shall be responsible for notifying a teacher of his/her right to this time off. (Also see Article XIX, Public Charges)
3. The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
4. The District shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the teacher or his/her Association representative, if so authorized by the teacher.
5. Access to personnel files shall be limited to the teacher, the members of the Board and the Administration or others by mutual agreement. If personnel files are reviewed by judicial or administrative subpoena, the teacher must be notified in writing. The content of all personnel files shall be kept in strictest confidence. Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such teacher's personnel file at the employee's expense. The signed authorization shall be kept in the file.

6. Upon request by the teacher, negative or derogatory material in a teacher's personnel file shall be reviewed for removal after remaining in the file for a period of four (4) years.
7. The District shall maintain the teacher's personnel files at the District's Central Office.

B. EVALUATION PROCEDURES

1. Frequency

- a. Probationary and temporary teachers shall be evaluated at least once a year.
- b. Permanent teachers that have not been employed with MCUSD for at least ten (10) years shall be evaluated at least every other year. However, during off-years, the immediate supervisor shall visit the teacher's classroom, shall confer with him/her at the end of the year, and shall write a brief performance commentary for the teacher's personnel file. Permanent teachers may be evaluated on a yearly basis at the request of the teacher and/or the immediate supervisor.
- c. An employee who receives an unsatisfactory evaluation shall be evaluated annually until the teacher achieves a positive evaluation or is separated from the District.
- d. An evaluation shall be completed at least every five (5) years for personnel with permanent status who have been employed at least 10 years with the District, are highly qualified as defined in 20 U.S.C. Section 7801, and whose previous evaluations rated the employee as meeting or exceeding standards, if the evaluator and the certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. Both the evaluator and the certificated employee must provide written consent annually and note the year of the evaluation cycle.
- e. In the absence of receiving an evaluation, an employee shall be considered to have obtained a satisfactory evaluation.

2. Pre-Plan Phase

- a. By October 31st, each teacher shall meet with his/her evaluator to review and plan all phases of the evaluation process utilizing the evaluation form and marking the box for "plan."
- b. The evaluatee and the evaluator will both sign two copies of the evaluation form under "Preconference – Self Assessment." One copy will be kept by each party.
- c. The evaluation form may be revised during the course of the year with the mutual consent of the employee and the evaluator. Revisions shall be signed by both parties under "Revision of Plan."

3. Monitor Phase

- a. The evaluator shall observe probationary evaluatees at least four (4) times, and tenured teachers two times (2), reasonably spaced, during the school year and

more frequently if deemed necessary by either party. Observations shall be documented utilizing the evaluation observation form.

- b. A personal conference shall be held shortly after each observation and the evaluation form signed by both parties. A copy shall be given to the evaluatee.
- c. A written notation of all observations and conferences shall be made by the evaluator on the evaluation form.
- d. The evaluator shall counsel the evaluatee during the evaluation period on a continuous basis utilizing various communication techniques.

4. Final Assessment Phase

- a. No later than May 15th of each school year, each evaluatee shall receive in writing an evaluation of his/her performance. If additional space is needed for the final evaluation, supplemental pages may be attached to evaluation form. A meeting shall be held between the evaluatee and the evaluator to discuss the evaluation and obtain signatures by both parties under "Final Assessment." The evaluation forms, including those marked as "observations" shall be placed in the employee's personnel file.
- b. The evaluatee shall have the right to initiate a written reaction or response to the evaluation which shall become a permanent attachment to his/her personnel file.
- c. The evaluator shall utilize the results of the evaluation as follows:
 - (1) To commend an outstanding teacher.
 - (2) To assist a satisfactory teacher to improve, as may be necessary. Suggestions for improvement may be communicated by various means.
 - (3) To identify deficiencies in and provide assistance to a teacher who is performing in an unsatisfactory manner.
 - (4) To notify a teacher whose performance remains unsatisfactory of his/her pending reassignment or dismissal in order to meet all legal requirements.
- d. Teachers who are performing in an unsatisfactory manner (see paragraph 4.c.3) shall be given the following assistance and consideration:
 - (1) The written evaluation shall notify the teacher of his/her unsatisfactory performance.
 - (2) The written evaluation shall identify the specific weaknesses in performance.
 - (3) The written evaluation and subsequent improvement plan shall contain specific recommendations.
 - (4) The teacher shall be given at least ninety (90) calendar days to correct any noted weaknesses in his/her performance. For probationary employees the improvement plan may be given and the ninety (90) day period initiated upon an observation which the evaluator deems to show

performance which is unsatisfactory. To initiate the improvement plan the evaluator must state in writing that it is the evaluator's conclusion that the teacher's performance is unsatisfactory. The improvement plan shall not violate the provisions of Education Code 44664.

- (5) During this period, the evaluator shall observe the teacher frequently and shall counsel him/her as to his/her progress in correcting specified weaknesses; written memoranda shall be issued by the evaluator and shall become part of the record.
- (6) During this period, a minimum of three (3) conferences shall be held.
- (7) Any evaluation which contains an unsatisfactory rating of the teacher's performance in the area of teaching methods or instruction may include the requirement that the teacher shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the teacher's performance and to further pupil achievement and the instructional objectives of the District.
- (8) Reasonable cost of the program shall be borne by the District unless the teacher earns college credit applicable to the salary schedule.

5. Appeal Procedures

- a. When an evaluatee and evaluator cannot resolve a difference of opinion during any stage of the evaluation process, the evaluatee may request the assistance of a School Evaluation Committee. The findings of this Committee are not binding on either party. The Committee's opinion reflects only an assessment of the facts presented and a recommendation for resolution.
- b. The Committee is composed of three mutually agreed upon certificated representatives from the school. If the school is small, Committee members may be requested from elsewhere in the District. If necessary, each Committee member shall be entitled to compensated release time not to exceed one (1) day per year for each evaluatee's case. Additional release time may be authorized at the discretion of the Superintendent.
- c. Within five (5) working days after an evaluatee knows of the conditions upon which the appeal is based, he/she may request, in writing, from his/her evaluator that a School Evaluation Committee be formed. The Committee shall become functional within six (6) working days from such a request.
- d. The Committee may confer with either party and shall render a written recommendation within five (5) working days after becoming functional.
- e. If either party disagrees with the Committee's recommendation, either the evaluatee or evaluator may request, in writing, within five (5) working days after receipt of the Committee's recommendation, a review by the administrator with immediate administrative responsibilities for the position to which the evaluator is assigned.
- f. This administrator shall confer with both parties and the Committee, shall review all written documents, and shall communicate his/her decision to both parties, in writing, within five (5) working days after receiving the review request.

- g. The appeal procedures stated in paragraphs e. and f. may be repeated at the request of either party at the next higher administrative level.
- h. In case the disagreement reaches the Superintendent's level, he shall render a final decision and shall communicate the decision, in writing, to all parties, utilizing time limitations and procedures specified in paragraphs 5.e, 5.f, and 5.g.
- i. In the absence of any administrator required to render a decision as required in this Article, the Superintendent shall appoint a substitute.
- j. The District reserves the right to proceed with dismissal proceedings in accordance with time requirements stated in the Education Code before completion of the appeal procedures.
- k. Each evaluatee is entitled to compensated release time not to exceed one day per year to process appeals under Section B.5 of this Article.
- l. The Evaluation Form shall contain a reference to the employee's right to the use of this procedure.

ARTICLE XVI

DISCIPLINE PROCEDURES

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

- A. An employee in the bargaining unit may be disciplined by the District for just cause. The term "discipline" shall mean suspension without pay for up to and including fifteen (15) days. A verbal and/or written reprimand will precede discipline except for conduct which is of such nature that injures or threatens to injure the safety of the pupils or other employees, or causes or threatens disruption of the educational program or the possible consequences of repetition require immediate action by the District.
- B. Prior to the taking of discipline, the Superintendent of Schools or his 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 dates when discipline may be imposed. In emergency situations regarding conduct which is of such a nature that injures or threatens to injure the safety of pupils or other employees, or causes or threatens disruption of the educational program or the possible consequences of repetition require immediate action by the District and 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 may occur after the tenth (10th) calendar day following the date when written notice was served. In non-emergency situations which do not injure or threaten to injure the safety of pupils or other employees, does not cause or threaten disruption of the educational program, or the possible consequences or repetition do not require immediate action, the suspension without pay will not be implemented until after the hearing. If a hearing is not requested by the unit member, the suspension will not be implemented until the expiration of the timeline to request a hearing.

- C. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:
1. A statement identifying the District.
 2. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.
 3. The specific disciplinary action proposed and effective date(s).
 4. The cause(s) or reason(s) for the specific disciplinary action proposed.
 5. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
 6. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served.
 7. A statement that the employee, upon request, is entitled to appear personally before the Superintendent of Schools or his designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date written notice was served. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
 8. A statement that the employee, upon written request, is entitled to a grievance-arbitration hearing pursuant to Article VIII level 2 and level 3 before any disciplinary action is final. The statement shall indicate that the proposed disciplinary action may commence after the ten (10) calendar days following the date written notice was served. The statement also shall indicate that no grievance-arbitration hearing shall take place unless a written demand for such a hearing is delivered to the Superintendent of Schools within ten (10) calendar days of the written notice of proposed disciplinary action served.
- D. The employee in the bargaining unit shall receive a grievance-arbitration hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent of Schools within ten (10) calendar days of the written notice of proposed disciplinary action.

In the absence of a demand for a grievance-arbitration hearing, the Superintendent of Schools shall act upon the charges after the time period for hearing demand has expired.

ARTICLE XVII
EMPLOYEE SAFETY

A. SAFE WORKING CONDITIONS

- 1) The District shall make a good faith effort to provide a place of employment which is as safe as the nature of the employment and duties reasonably permits.
- 2) Operational changes inclusive of new construction and modernization projects, deferred and major maintenance, that impact the teacher's classroom, instructional setting or the school site shall be communicated to the site administrator and affected teachers via written notification detailing the proposed change or modification thirty days prior to implementation unless the proposed change is urgent in nature. Teachers will be part of the decision making process by providing input at staff meetings or written comment to the site administrator and Superintendent.
- 3) Teachers shall report non-urgent safety issues to their site administrator. Site administrators will report the non-urgent safety issues within two working days to the head of the MOT department. Within three working days of receiving the notification, the head of the MOT department or designee will respond to the reporting teacher and site administrator acknowledging receipt of the report and indicating the proposed action and timeline for resolution.
- 4) Teachers shall report urgent safety issues to their site administrator. The site administrator shall make every effort to resolve the issue and report it to the District Office.
- 5) The teachers' association will be invited annually to provide the name of a teacher who could voluntarily serve on the Employee Safety Committee. The teacher will be compensated in accordance with the MCTA agreement if the teacher attends a committee meeting during their prep period. Participation on this committee will not be included as part of the six high school extra duties. No payment will be made for travel required to participate on the committee. A copy of the minutes of the committee meetings will be provided to the Association President.
- 6) Education Code 49079 requires that teachers employed by the district be informed of students who have engaged in, or are reasonably suspected to have engaged in, acts that have called for suspension or expulsion from school (acts described in Education Code 48900-48915). The site administrator must inform teachers of students who have serious behavioral, emotional or medical issues when the student is newly enrolled at the school or changes teachers within the school. Teachers must be made aware of behavior contracts, IEPs, 504 Plans, and other documents related to the student. The teacher will receive training needed to implement the appropriate plan(s).

B. STUDENT DISCIPLINE

1. A teacher may suspend any pupil from the teacher's class, in accordance with the provisions of Education Code Section 48900, for the day of suspension and the day following.
2. A teacher, acting within the scope of his/her employment, duties, and responsibilities, may exercise the amount of physical control which is reasonably necessary under the circumstances to protect himself/herself from attack, to protect another person including pupils, and to protect property as provided in Education Code Section 44807. A teacher who uses physical force to control another shall report the incident as soon as reasonably possible to his/her immediate supervisor.

C. ASSAULTS

Whenever a teacher is attacked, assaulted, or menaced, by any pupil, it shall be the duty of such teacher, and duty of any person under whose direction or supervision such teacher is employed who has knowledge of such incident, to promptly report the same to the appropriate law enforcement authorities.

D. SPECIALIZED HEALTH CARE

The District shall make available to teachers a Health Risk List for returning students and entering Kindergarten students who register prior to school staff leaving for the summer. This list shall be made available to schools prior to the start of school each year, and an updated list provided as soon as reasonably possible after the start of school.

E. CHILD ABUSE

The District shall notify all teachers prior to the opening of school about current laws regarding child abuse and neglect, and teacher responsibilities regarding suspected cases of abuse and neglect.

ARTICLE XVIII
PERSONAL ACADEMIC FREEDOM

- A. It is the policy of the District that all instruction shall be fair, accurate, objective, appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. State law and District policy also allow and require the Board to adopt the curriculum for the District and select appropriate texts and other materials to implement the adopted curriculum. Within these policies and requirements, teachers are entitled to a degree of protection from censorship or prior restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly:
1. A unit member shall have reasonable freedom in the classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that the said material is accurate, relevant to the course, consistent with the age and maturity of the pupils and within the scope of the law.
 2. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, and consistent with the grade level and age and maturity of the pupils, in an objective manner. A unit member, however, shall not use his/her position to indoctrinate students with his/her own personal political and/or religious views. Teachers will be encouraged to present opposing views on controversial issues.
 3. A unit member may, and on request of the site administrator shall, submit any supplementary material or course content to a review committee for a determination of whether the material or content complies with the provisions of this article and current law. The review committee shall consist of one teacher selected by the Association who shall not be employed at the site of the teacher involved, an administrator not employed at the school of the teacher involved selected by the Superintendent and a member of the Board of Trustees selected by the President of the Board. The determination of the Review Committee shall be final and binding on the parties.
- B. The personal life of the unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it interferes with the unit member's performance of his/her assigned duties, except as authorized by Education Code.
- C. A unit member shall be entitled to full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for the purposes of evaluation or disciplinary action unless said activities violate local, state, or federal law.

ARTICLE XIX
PUBLIC CHARGES

- A. No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed:
1. Any student, parent or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) work days of receipt, if the complaint may be used against the member. Notification of a complaint received during the summer recess period will be mailed to the unit member.
 2. Should the involved unit member or the site administrator believe the allegations in the complaint warrant a meeting, the supervisor shall attempt to schedule a meeting between the unit member, the complainant and the administrator. At the request of the unit member, an Association representative may be present at the meeting.
 3. If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she may put the complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the duty day, without salary reduction, to review the complaint. The complaint will not be placed in the unit member's personnel file unless the provisions of Article XV are followed.
- B. Complaints which are not reduced to writing are withdrawn or shown to be false shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the member.

ARTICLE XX

CLASS SIZE

Please Note: Article XX does not apply to counselors, school psychologists, school nurses, and speech therapists

- A. Current contract language concerning class size will be maintained provided the District continues to monitor class size and explore solutions. It is recognized that variations in class size will occur and that class size is directly related to the availability of funds and space. Therefore, the District agrees to establish goals and guidelines as follows:

1.	Self-contained Grades*	Desirable	Maximum
	K	25	30
	1-3	26	30
	4-6	28	32
	7-8	28	32

2. Multi-graded classes in K-8 (self-contained) shall have the desirable and maximum numbers stated in paragraph A.1 adjusted as follows:

Number of Grades	Less Number of Students
2	-2
3	-3
4	-4
5	-5
6	-6

3. Multi-graded classrooms in necessary small schools will have the desirable and maximum numbers stated in paragraphs A.1 adjusted as follows:

Number of Grades	Less Number of Students
2	-3
3	-5
4	-7
5	-9
6	-11

It is understood that this would apply only to payment for oversize classes; not addition of teaching staff due to the difference in the way necessary small schools are funded (tier funding does not match these numbers). Payment for oversize classes under this formula would begin 05-06.

*Note: The above-stated desirable and maximum sizes pertain to all grade levels K through 8. Grades 7 and 8 are not considered departmentalized and therefore the desirable and maximums for these grade levels will match that of grade 6.

4. When departmentalization is utilized, the below-stated departmentalized sizes will pertain:

Departmentalized Grades	Maximum
7-12 English / Language Arts	35
Social Studies	35
Math	35
Science	35
Language	32
Business Ed.	35
Health	35
Driver Ed.	35
Orientation	35
Industrial Arts	25
Drafting	30
Vocational Agriculture	25
Culinary Arts	30
Music	No Limit**
Art	30
Physical Education	40

**Note: When choir classes exceed 40 students, an accompanist will be provided.

Alternative Education	Maximum
Elementary Opportunity	10
High School Opportunity	20
Spring Hill High School	17
Independent Study / Home School	30

5. Education Code requirements regarding class size for special education shall be adhered to unless exempted from such by the State Department of Education.

Special Education	Maximum
Severely Handicapped	8
Non Severe	15
Resource Specialist	28

6. All classes with less than 12 students may be eliminated at the discretion of the District.

- B. If, at the end of the third month, class size equals a site average of 31 pupils per class, excluding special day class, for K-8 self-contained classes, additional teaching staff shall be added to the site. Such additional staffing shall be evaluated based on the criteria in this paragraph at the end of the school year to determine whether the position is needed for the following year. The administrator(s) of the school involved will consult with the teaching staff to determine the best grade configuration and assignment of teaching staff added under this paragraph. Sections A and C of this Article shall remain as part of the agreement. Additional

teachers added pursuant to this section shall be used to determine the site average class size for subsequent years. Prep teachers hired for the purpose of fulfilling the requirements of Article X, Section C, Preparation Time, shall not be used to determine the site average class size.

Classes implemented in accordance with the optional Class Size Reduction Program (SB 1777) K-3 and receiving Class Size Reduction Funds (Chapter 6.10, commencing with Section 52120, of Part 28 of the Education Code) for the current year shall be excluded from determination of site averages providing such CSRPs classes have no more than a total of 20 vacant student positions for growth.

- C. When the number of students in any class exceeds the stated maximum and when requested in writing by the teacher involved, the District will consider solutions to alleviate the situation. The Superintendent, or his designee, shall discuss the problem and possible solutions with the teacher. At the next meeting of the Board of Trustees, the Superintendent, or designee, shall report the problem and possible solutions.
- D. The District and the Association recognize the problems of remediation identified by the District's promotion/retention policy. Each school shall develop a remediation program within the present school and/or District resources available.
- E. If the ending enrollment in any school calendar month exceeds the class size maximum, the teacher will be paid \$60 per student per month for self-contained classrooms and \$10 per student per month per class period for departmentalized classes for each student above the contractual maximum.

Payment for oversize classes for Mariposa County Independent Learning School (MCILS) will be based on the formula for self-contained classrooms as outlined in this section. All MCILS teachers must have 25 assigned students prior to payment being made to an individual MCILS teacher for oversize classes.

School calendar months will be based on the approved school calendar. Payment will be made for 10 calendar months. If the school calendar contains more than 10 school months, no payment will be made during the month with the fewest instructional days.

Payment will not be made for large group instruction such as Athletic PE, Music/Band, business, work experience, drama, and study hall classes. No payment will be made for elementary classes that are designed to be part of the Class Size Reduction program.

Payment will be made as part of the regular payroll in January and June.

The provisions of Article XX.B. related to adding additional teaching staff if the site average equals or exceeds 31 pupils per class may be waived with the written approval of the MCTA Executive Board on a case by case basis.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. All teachers who participate in a District-initiated production of tapes, publications or other produced educational material shall reach mutual agreement with the District concerning residual rights or royalties should these materials be copy written or sold for profit by the District.
- B. A teacher's notification to the District that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification.
- C. All forms attached to the Agreement are for informational purposes only, are outside of the scope of negotiations, and are not subject to the Grievance Procedure, Article VIII, of this Agreement.
- D. When summer school classes are offered by the District, teachers of the District shall be given first chance to teach the classes. The same procedures shall be used for advertising summer school vacancies as are used for advertising regular vacant positions, including posting a list of vacancies with the closing date and providing the Association President with a copy of the vacancy list. Vacancies shall be posted a minimum of two (2) weeks. The selection of summer school teachers shall be on the basis of seniority with the District.
- E. Current severely handicapped (SH) special education staff members will have "first option" to serve as the teacher of record for the extended year. The position will be filled on the basis of seniority with the District. If all SH special education staff members choose to "opt out" by August 31st, the position will be offered to the first appropriately credentialed special education staff member on the seniority list. Staff will be paid according to their regular salary for the extended year, and staff must maintain appropriate credentials for students they are educating.
- F. Whenever any certificated employee who, at the time of his or her resignation, was classified as permanent, is reemployed within 48 months after his for her last day of paid service, the governing board of the district shall, disregarding the break in service, classify him or her as, and restore to him or her all the rights, benefits and burdens of a permanent employee, except as otherwise provided in the Education Code.
- G. As of the 2016-2017 contract year, all teachers not currently enrolled in an initial California credential program will require English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) certification by the end of the 2017-2018 school year. The District will pay for the CTEL examination for teachers affected by this requirement. Staff members not in compliance by the end of the 2017-2018 school year shall be subject to layoff from the District.

ARTICLE XXII

SAVINGS

If any provision(s) of this Agreement or any application(s) thereof of any teacher(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum

extent permitted by law but all other provisions or applications shall continue in full force and effect.

Moreover, the parties shall meet not later than ten (10) days after such court decision to mutually determine whether renegotiation is needed.

ARTICLE XXIII

DURATION AND RENEGOTIATIONS

- A. This Agreement shall continue in effect to and including June 30, 2018. The Agreement shall expire on July 1, 2020.
- B. This Agreement concludes meeting and negotiating on any subject between the parties, whether included in this Agreement or not, for the term of this Agreement, except as follows:
 - 1. Should any change in California or Federal legislation increase, decrease, or delete any sections of this Agreement, the District and Association will meet and negotiate in good faith on such items within twenty (20) days after such change becomes known to one of the parties. This includes any changes affected by SB 813 without the twenty (20) days requirement.
- C. Items for annual negotiations will include salary and benefits, plus two (2) items each from MCTA and the District, including items carried over from prior year's negotiations.

ARTICLE XXIV
SALARIES AND BENEFITS

The salary schedules, salary classification requirements, and health benefits are set forth in Appendix A and B.

A. Salary

2017/2018: A 3.0% increase to said salary schedule will be implemented for the 2017-2018 year, adjustment effective January 1, 2018.

2018/2019: A 1.5% increase to 2017-2018 salary schedule will be implemented for the 2018-2019 year, effective July 1, 2018. Additionally, the BA+75 column, step 25 will be increased to \$78,334.

- B. District will pay an hourly staff development rate of \$35 per hour for attendance at voluntary professional development days designated by the District which are held on a day other than the contracted 185 teacher work days. District will not pay for professional development necessary to obtain or renew credentials or other professional licenses or certification unless such professional development is part of a paid professional development activity as outlined in the paragraph. Subject to available categorical funds designated for professional development. District will provide at least one staff development day per school year beginning 2006/07. The planning for professional development activities and in-services will include input to the Director of Curriculum from two teacher representatives selected by MCTA. Voluntary professional development activities that are not designated by the District as district wide professional development day will not be compensated or will be compensated at a rate determined by the District.

Signed and entered into this 7th day of June, 2018



Robin Hopper, Superintendent



Alex Keeton, MCTA President

APPENDIX A

- I. SALARY SCHEDULES (2017/2018 & 2018/2019)
 - a. Teacher Salary Schedule
Agriculture Teacher Salary Schedule
 - b. Special Services Salary Schedule

All Salary Schedules are located on the Personnel Webpage
www.mariposa.k12.ca.us/personnel

II. CERTIFICATED EMPLOYEE EXTRA PAY

Miscellaneous Stipends (MA, Ph.D., NBPTS) Masters Stipend: A \$1,808 stipend will be paid to teachers who have a Masters Degree.

Ph.D. Stipend: A \$905 stipend will be paid to teachers who have a Ph.D.

As of the 2016-2017 school year, dollar amounts for M.A./M.S., Ph.D. and NBPTS will remain the same as the rates set by the 2015-2016 stipend amounts, and will not increase based on future salary schedule increases.

Teacher Partner Program (applies to teachers only)

An annual stipend will be paid to teachers selected annually by the site administrator as a Teacher Partner. Teacher Partners shall be responsible to provide guidance and assistance to teachers at their school site.

Teacher Partners will be assigned for the following teachers:

- A. Probationary Teachers. First and second year probationary teachers will be mentored both probationary years, with the following exceptions:
 - 1. Teachers who have previously taught at MCUSD and are returning to employment after a break in service will be mentored for their first year of reemployment only. If the teacher is returning to employment at a school site at which they worked previously, the teacher may choose not to participate in the Teacher Partner program with the approval of the Principal.
 - 2. Teachers who have at least five years of prior teaching experience but are new to MCUSD will be mentored for their first year of employment only. However, if the teacher has not taught during the past five years, he/she will be mentored for both probationary years.
 - 3. Teachers who have been assigned a BTSA Support Provider on the same school site will not be assigned a Teacher Partner.
- B. Temporary Teachers. Temporary teachers who are hired for at least one semester or trimester shall be assigned a teacher partner. The stipend will be \$350 for mentoring temporary teachers working at least half the number of school days. The stipend for mentoring temporary teachers working less than half the number of school days will be paid 50% (\$175).
- C. Emergency Permits. All teachers who are serving on emergency permits will be assigned a Teacher Partner.

The stipend paid shall be \$350 for each full-time teacher mentored. A 50% stipend (\$175) will be paid for mentoring of teachers working up to a 50% contract. A 50% (\$175) stipend will be paid for mentoring teachers hired to work full or part time for less than half the number of school days.

NATIONAL BOARD CERTIFICATION (NBPTS)

1. Unit members who have attained certification from the National Board for Professional Teaching Standards shall be granted a one-time salary award of ten thousand (\$10,000) dollars. Should the amount of the award or the NBPTS program requirements change, the salary award provided to unit members would change accordingly.
2. A unit member receiving such National Board Certification shall provide a copy of the Certificate or other supporting documents to the District Personnel Office in order to receive the salary award.
3. The District shall pay the award following receipt of the funds by the District. Payment will be made to the teacher in a separate check as part of the supplemental payroll that is processed five working days after the regular pay date. If funds are received by the 25th of the month, payment will be made to the teacher with the next supplemental payroll. If payment is received after the 25th of the month, payment will be made with the following supplemental payroll.
4. Prior to issuing the award payment, the District shall consult with the unit member about the amount of tax withholding and other deductions as may be required by the District. (Note: Compensation received for the National Board Certification Award is not subject to STRS contributions.)
5. A \$849 stipend will be paid annually in November upon completion of National Board Certification for each year that the certification is valid. The stipend applies to existing teachers, and new hires. Individuals must provide proof of NBTS certification.

ACADEMIC PERFORMANCE INCENTIVE BONUS

The API bonus award will be distributed in the same manner as outlined in item 3 under National Board Certification.

TEACHERS EXTRA PAY SCHEDULE

A. CRITERIA: The following criteria are established as qualifications for extra pay:

1. That the activity is desired by the community and also is of value to the school program.
2. That the activity is assigned by the District.
3. That the activity is a requirement beyond "Hours of Employment" as defined in Article X.

B. EXTRA PAY SCHEDULE

1. Lead Teacher JBF, CHS	6% of salary
2. HIGH SCHOOL	
Athletic Dir.	\$4,401 with one prep period provided
Activity Director	\$2196 with one prep period provided
Band Instructor	4.5% of annual salary for a Marching Band to begin performing during the Labor Day parade and Fair in Mariposa County and to continue performing throughout the year. This also includes pep band performances at home basketball games.
Class Play Director Choral Director	3% of annual salary or \$1,100 whichever is greater, per each play or performance produced, with a cap of 3 paid plays or performances unless approved by the Superintendent.
Sluice - MCHS	\$1027
Yearbook SHHS	\$450
Yearbook	
Coaches	
Boys' & Girls'	1st Year - 5.5% of salary
Var.Head	2nd Year - 6% of salary
and Pep Squad	
All Other	1st Year - 5% of salary 2nd year - 5.5% of salary
High School Counselor	\$2404 & per diem based upon salary for 185 days for a total of 195 work days
Sr. Class Advisor	\$1433
Sr. Class Ass't Advisor	\$716

3. GRADES 7-8

MMS Athletic Coordinator \$2196
MMS ASB Coordinator One period of prep time will be provided

Coaches

Level 1 - 1% of salary per sport. This is for a teacher, assigned by the administration, to coach a team in which a considerable amount of time outside the school day is required but not to the extent described in Level 2 below.

Level 2 - 4.5% of salary per sport. This is for a teacher assigned by the administration, to coach a team which closely compares in time and responsibility to a sport in high school. The team must be entered into games or matches and/or tournaments.

NOTE: A high school sport involves frequent after school practices (3 to 4 days per week), weekly games/matches (1 or 2 per week), usually several tournaments, and a duration of season of 3 to 4 months.

Play Director 3% of annual salary or \$1,100 whichever is greater, per each play produced. Maximum of 3 plays unless approved by the Superintendent.

Yearbook \$450

C. OTHER

Distance Learning 1% stipend will be paid for distance learning teachers with Class size of 33-50 students. Not more than 50 students Will be enrolled in distance learning classes.

Teacher of Record

For Online Education Teachers that work outside of the regular school day as a A "Teacher of Record" for online education classes will be Compensated financially according to the last Memorandum Of Understanding (MOU) on record.

Extra duty pay \$31.39 (Rate will continue to be adjusted annually by the percentage of salary adjustment) (see Article X.B.3)

Extra pay not covered by Items II.B shall be reimbursed as follows:

1. Hourly Rate. Assignments which require working hours beyond "Hours of Employment" as defined in Article X are reimbursed at an hourly rate of \$31.39. This rate will be adjusted annually by the percentage of salary adjustment. Assignments of this nature are District curriculum work, development of course matrices, testing work and inservice presentations. This District shall approve selection of personnel.

In order for an assignment to qualify for extra pay, the following conditions must be met. Assignments shall:

- (a) Be approved by the District.
- (b) Be of a District-wide nature. Individual assignments do not qualify.
- (c) Be limited as to scope and duration.
- (d) Exceed the additional nonteaching duties required beyond the normal workday as expected from professional staff in accordance with Article X, Item B.2.
- (e) Not count towards credit for nonteaching duties as per Article X, Item B.2.

The District has the option to utilize release time in lieu of hourly rate pay. These assignments will not exceed 5 1/2 hours unless the committee elects to continue beyond stated hours. Participants will be required to work normal workday as per Article X.

2. Contract Fraction. Extension of the duty year by several weeks or months beyond "Hours of Employment" as defined in Article X. This type of assignment involves additional regular work days consisting of the same, or similar, types of work performed during the school year and is paid in proportion to the established annual salary for the position.

APPENDIX B

SALARY SCHEDULE AND BENEFITS PROCEDURES AND INTERPRETATIONS

A. Salary Placement/Advancement

1. Credit for professional study is given for each semester unit.
2. Effective with the 2015/16 school year, credit for previous teaching experience in a position requiring a teaching credential is given on a year-for-year basis. See Item 6 below.
3. Approval of courses taken must be made by the Superintendent, the on-site administrator, or the Professional Growth Advisor if units are to be used for salary advancement.
4. Transcripts: Effective 2005/06 A grade card or other "unofficial" evidence of completion of units must be filed in the District Office by August 15. Classes must be completed by September 15 in order to receive salary credit for the current school year.

Official evidence (statement showing courses and units and signed by a registrar or transcript) of completion of units must be filed in the District Office by November 1.

5. Salary credit will be given for units which were earned as part of a conference, workshop or other educational program whether District paid or not. The District shall not pay for college or university units for salary advancement.
6. Outside service or experience (teaching): Credit for experience shall be allowed in whole units only. One year of experience shall be allowed for 90-176 days of substitute teaching; and for 1 semester to 1 year full time, contractual teaching.

B. Partial Contacts

All teachers in a regular assignment who serve less than the required number of days and/or hours for their job classification shall receive a salary proportional to the established annual salary for their position.

C. Payroll Period

The payroll period shall be monthly. All teachers shall be paid in ten (10) or twelve (12) equal payments payable on the last working day of each calendar month which, in most cases, begins in September. The choice of ten (10) or twelve (12) equal payments shall be made when the contract is signed and shall not be revocable for the remainder of the school year. However, an employee terminating from the District may request all of the money due him/her to be paid on the last day of the final month in which he/she is employed as long as the request is made in writing before the 15th of that month.

Effective 2007/08, paycheck issuance will be changed to comply with federal and state income tax withholding regulations for constructive receipt. Employees will receive their

payroll checks only during the months they work. Payroll checks in equal amounts will be issued August through June. Payroll checks received during months in which the employee is not working will be a summer deduction check, not a payroll check. Employees must complete and submit a Summer Pay Voluntary Deduction Form to the payroll office by the 15th of the month to establish the summer pay deduction.

D. Credential Renewal

The District will provide a reminder to teachers approximately one month in advance of their credential renewal date.

E. Attending Conferences and Professional Development (applies to teachers only)

Beginning in 2004/05, the District will set aside Title 1, Part A, funds to pay for the cost of salary for substitute teachers so unit members may attend certain conferences. Ten percent (10%) of the mandated 5% professional development set aside from Title 1, Part A funds, as required by the Federal No Child Left Behind Act of 2001, will be allocated for this purpose. The required indirect and support costs will first be deducted from the annual allocation. Funds allocated under this section for substitute salaries shall not be carried over from one fiscal year to the next. If the No Child Left Behind Act is terminated in part or in total, or if funding parameters and requirements for Professional Development under Title 1, Part A of the Act are changed, the provisions of this section will terminate.

Conferences must meet the requirements for Title 1, Part A federal funds for professional development as determined by the district. Teachers must submit an application to be jointly developed by the association and district, and the Superintendent will review and approve each application. Final selection will be by a lottery process conducted by the association. The association will notify the district of persons selected under this section.

The parties agree that professional development for certificated staff is important and necessary. Input, or comment, on current professional development from certificated staff is productive and beneficial. The District will annually collect input, or comment, from the certificated staff on current and future professional development. The District will make every practical effort to base certificated professional development on input or comments collected from staff.

F. Reemployment

Re-employment from leave of absence or resignation: An employee will be placed on the salary schedule on the step he/she would have qualified at the time of leaving and will be given credit for any approved units which he/she might have earned during absence.

G. Compensation for Covering Classes (applies to teachers only)

When a teacher covers for another teacher during their prep period or covers two classes at the same time at the request of an administrator, the teacher who is doing the extra work may elect to be paid at the hourly rate or be compensated by being allowed additional leave equal to the time given to the additional teaching duties. Hours earned pursuant to this section may be carried over only to the following school year. If the

hours are still unused by the following June, unused hours will be paid at the extra duty rate on the June paycheck.

H. Class Size Reduction Retired Teacher Pay

Retired teachers hired in connection with the Class Size Reduction Program pursuant to STRS regulations shall be paid on the salary schedule at the rate of Step 5 plus 75 units. If the teacher retired with benefits, the District shall not be required to pay any additional compensation in lieu of benefits.

I. HEALTH, DENTAL, AND VISION INSURANCE

Effective October 1, 2012, the District will pay the full composite premium for health, dental and vision insurance for every full-time teacher as follows, \$13,359.00 plus an additional one-time contribution to the composite premium, for the 2012-2013 school year, of \$864.00:

1. The District will pay a maximum composite premium as limited above each October 1, for the SISC Blue Cross PPO Medical. This includes the following provisions: 90% coverage for in-network services (see plan summary for details), 10% co-insurance, \$20 office visit co-pay, \$100 emergency room co-pay, \$100/\$300 deductible, co-insurance maximums of \$300/\$900; \$200 deductible, \$15/\$35 prescription plan with 10% co-insurance. Also included is the Behavioral Health Plan benefit, the Delta Dental incentive plan with a \$2,000 annual maximum, and employee-only Vision Service Plan, \$20 co-pay, exam/frames/lens every 12 months. If desired, the employee may add dependent coverage for vision care at their own expense, on either a two-party or three-party basis.

Each unit member may choose to buy-up to one of the following plans with the first payment being deducted from the September paycheck:

- a. SISC Blue Cross PPO Medical A Plan (Group B) with 100% coverage for in-network service (see summary plan for details), \$0 co-insurance, \$0 office visit co-pay, \$0 deductible, \$100 emergency room co-pay, and \$5/\$10/\$25 prescription plan. Also included is the Behavioral Health Plan benefit, the Delta Dental incentive plan with a \$2,000 annual maximum, and employee-only Vision Service Plan, \$20 co-pay, exam/frames/lens every 12 months.
 - b. SISC Blue Cross PPO Medical A Plan (Group D) with 100% coverage for in-network service (see summary plan for details), \$0 co-insurance, \$20 office visit co-pay, \$100 emergency room co-pay, and \$5/\$20/\$20 prescription plan. Also included is the Behavioral Health Plan benefit, the Delta Dental incentive plan with a \$2,000 annual maximum, and employee-only Vision Service Plan, \$20 co-pay, exam/frames/lens every 12 months.
2. The District will implement a Section 125 Plan that will allow teachers to pay for the cost of premiums, co-pays or deductibles with pre-tax dollars on a monthly

basis. The effective date of implementation of the Section 125 Plan will be October 1, 2004, with the first pretax deduction on the October, 2004 payroll.

3. Health benefits will be prorated for new part-time teachers hired July 1, 1993 or later who work at least a 50% contract. The District will pay a prorated share of benefits when the employee reaches pay increments of 50%, 60%, 70%, 80%, 90% or 100%. The employee pays the balance of the cost to 100%. Employees who work 50% or more per day and who were hired prior to July 1, 1993 will continue to receive full benefits. Employees may choose not to participate in the entire benefits plan but may not opt out of only a portion of the plan.
4. Effective January 1, 2005, domestic partners are eligible for health benefits coverage in accordance with law under the terms of the provider's plan document. In order for spouses or domestic partners to be enrolled for health care coverage, the employee must provide a copy of the Declaration of Domestic Partnership that was filed with the California Secretary of State or a Certificate of Marriage. If the Domestic Partnership or Marriage is terminated, the employee must provide the affidavit of Termination of Domestic Partnership or Dissolution of Marriage document.
5. Permanent or probationary unit members in temporary assignments will have health, dental and vision benefits paid through August 31 immediately following their termination. Temporary unit members will have health, dental and vision benefits paid through June 30, the end of the school year.
6. Full-time teachers who are absent on account of illness and who have exhausted their accumulated sick leave shall continue to receive full insurance coverage to be paid by the District not to exceed the remainder of the current school year and limited to one (1) school year only for the same illness.
7. The District shall provide certificated employees on Board-approved leaves of absence the option to continue the District group plan of health insurance during the period of the leave. The employee shall reimburse the District for all premium costs of the insurance, monthly or quarterly, in advance, by the 25th.
8. The District shall provide certificated employees retiring from the District the option to continue the District group plan of health insurance. The retiree shall reimburse the District for all premium costs of the insurance, monthly or quarterly, in advance, by the 25th.
9. A teacher between the ages of 55 years and 65 years who elects to retire is eligible for continued medical insurance providing he/she has been employed by the Mariposa County Unified School District for at least eighteen (18) school years. The District will pay only the employee's share of the insurance premium in effect at the time of the employee's retirement during the time between ages 55 and 65. Coverage shall be in effect from the date of retirement and shall continue until he/she reaches the age of 65. The employee has the option to pay for the spouse's coverage. If the District's health carrier requires the District to pay a composite rate for retirees between the ages of 55 and 65, the retiree's spouse may be covered under the same plan until the retiree reaches age 65, provided the premium does not exceed that of a current employee. Beginning

July 1, 1997, this provision will apply to retired employees whose spouses were covered by the retiring MCUSD teacher's medical insurance at the time the teacher retired.

10. Retirees will be offered the same medical and dental benefits as active bargaining unit members per AB 528.

For unit members who retired in 2003/04 and previous years, the District will pay an amount equal to the cost of medical, prescriptions and BHA for the highest of the 3 plans currently being offered to active employees to be applied to the cost for retiree medical insurance until age 65. Any amount not expended by the retiree will be forfeited.

Unit members who retire in 2004/05 and beyond and who meet the 18 year requirement for fully-paid medical insurance, will be allowed an amount equal to the cost of the fully-paid plan for active employees (medical, prescription, BHP, dental and vision), to use in selecting health coverage. The amount allowed for purchase of retiree health coverage will be equivalent to the actual cost of the fully-paid plan for active employees as determined each year. Any amount not expended by the retiree will be forfeited.

11. In the event the Medicare eligibility age is increased, a retired teacher, who was otherwise eligible for District-paid medical benefits until age 65, may elect to purchase District group plan health insurance between age 65 and the age of Medicare eligibility, if allowed by the District's health carrier.
12. Teachers who retire in the 1998/99 school year may have their retirement based on the salary of their highest paid year, or elect to receive Golden Handshake.

Teachers who retire in 1999/00 and future years will have their retirement based on the salary of their highest paid year.

The District will investigate offering Golden Handshake and implementation of the Rule of 85 should they be provided by legislation.

APPENDIX C

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT Mariposa, California

MARIPOSA COUNTY TEACHERS ASSOCIATION COMPENSATION PLAN – DRAFT

The Mariposa County Unified School District wishes to provide its teachers with a total compensation package, salary and benefits, which will compete in a comparable market. This document represents a draft plan to implement a minimum salary of \$44,000 for qualified teachers, to provide parity throughout the salary schedule, and to provide compensation for teachers that will enable the District to attract and retain teachers.

A. Development of a Competitive Salary Schedule

1. The District proposes that two MCTA negotiators be assigned to work with District staff to develop the model salary schedule. The model salary schedule would have the following characteristics:

- a. Encourage academic growth, e.g., greater emphasis will be placed on the increase between columns than the increase between steps.
- b. Increase teaching skills and subject matter knowledge, e.g., approved units directly relate to better teacher performance or knowledge, unit requirements continue as the teacher advances through all steps.
- c. Encourage completion of a master's degree.
- d. Encourage teachers to become fully credentialed. Steps for non-credentialed teachers will be limited and salary will remain at BA+30, step 1. A significant increase in salary should be provided when the teacher obtains their credential.
- e. Provide parallel treatment throughout the schedule

2. The salary schedule will be based on a fifteen-unit increment and will include a \$44,000 minimum salary for qualified teachers.

3. The salary schedule will be developed working toward the concept that the top end of the salary schedule is twice the bottom end.

4. Development of a competitive salary schedule will utilize information from comparable school districts, based on the following criteria:

- a. Comparable districts will be identified and agreed upon based on geography, size and revenue limit. These districts have been agreed upon: Hughson Unified, Amador Unified, Gustine Unified, and Calaveras Unified.
- b. Comparisons will include salary and health and welfare benefits.
- c. Salary comparisons will include the lowest, mid-range and maximum salary placements, number of service days, per diem amount, number of steps, degree

requirements, step credit given for new hires, percentage of FTE receiving higher salaries at mid-range step, and step requirement for highest salary (longevity).

- d. Health and welfare benefits comparisons will include the average district contribution for active and retired employees.

B. Budget Assistance

Two negotiators will be assigned to meet with the Director of Business Services during the year to discuss the budget.

The information contained in this draft plan is currently being reviewed by School Services of California and District staff and is not to be considered final. As discussed previously, the plan may be refined as part of interest-based bargaining.

APPENDIX D

**MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT
Mariposa, California**

CERTIFICATED PERSONAL NECESSITY LEAVE FORM
Please submit to your immediate Supervisor

In accordance with the Master Agreement concerning personal necessity leave, I will be/was absent on _____ (dates).

Please deduct this absence from my accumulated sick leave.

Note: Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention and that cannot be taken care of after work hours or on weekends. Personal necessity may not be used for vacation and/or recreation. However, personal necessity may be used for travel purposes as defined under Sabbatical Leaves, Section I, 4.a. and 4.b., with advance approval of the site administrator.

My signature on this form certifies that this request for personal necessity is in accordance with the requirements listed above.

PRINT Employee Name

SIGNATURE of Employee Date

Approved Disapproved

PRINT Supervisor Name

SIGNATURE of Supervisor Date

E 4161.9

**MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT
CONTRIBUTION TO CATASTROPHIC LEAVE BANK**

Name _____ Date _____

Social Security# _____

It is my desire to participate in the Catastrophic Leave Program as specified in the agreement between MCUSD and MCTA. I understand that I must make an irrevocable donation of (1) sick leave credit (granted per Ed. Code section 44978) per year unless suspended pursuant to section 5 of the Catastrophic Leave Agreement or by submitting a letter to the District between May 30th & June 30th for the following year stating I wish to discontinue contributing days and to give up eligibility to request benefits from the MCTA leave bank. I understand that a committee of three MCTA members will be appointed by the executive board of MCTA who will meet with one representative of the District Office to review, approve or deny applications on a case-by-case basis.

Catastrophic Leave will be considered for teachers who are experiencing catastrophic illness or injury and have exhausted all sick leave. Verification of illness or injury must be provided in a manner acceptable to the District. The teacher must have previously become a member of the leave bank. A teacher may be granted up to a maximum of 40 days in a fiscal year. The committee will be limited to granting only those days that are currently in the bank.

I hereby authorize the MCUSD payroll office to deduct one (1) nonrefundable sick leave credit per year for donation to the Catastrophic Leave Program.

Signature

(See MCTA contract for further clarification)

GRIEVANCE REPORT FORM

Grievance # _____ School District Distribution of Form

GRIEVANCE REPORT

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed (Level 1)

LEVEL I

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance (include Article and Section of Agreement alleged to have been violated) _____

2. Relief Sought _____

_____ Signature	_____ Date
--------------------	---------------

C. Disposition by Principal _____

_____ Signature	_____ Date
--------------------	---------------

D. Position of Grievant and/or Association _____

_____ Signature	_____ Date
--------------------	---------------

(If additional space is needed in reporting Sections B.1 and B.2 above, attach an additional sheet.)

GRIEVANCE REPORT FORM

Grievance # _____ School District Distribution of Form

GRIEVANCE REPORT

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building Assignment Name of Grievant Date Filed (Level 2)

LEVEL 2

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance (include Article and Section of Agreement alleged to have been violated)

2. Relief Sought

Signature

Date

C. Disposition by Principal

Signature

Date

D. Position of Grievant and/or Association

Signature

Date

(If additional space is needed in reporting Sections B.1 and B.2 above, attach an additional sheet.)

GRIEVANCE REPORT FORM

Grievance # _____ School District _____ Distribution of Form

GRIEVANCE REPORT

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building _____ Assignment _____ Name of Grievant _____ Date Filed (Level 3) _____

LEVEL 3

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance (include Article and Section of Agreement alleged to have been violated)

2. Relief Sought

Signature

Date

C. Disposition by the Arbitrator (attached):

**Page Left Blank Intentionally For Evaluation Form
Form is located on the Personnel webpage
At www.mariposa.k12.ca.us/personnel under DOCUMENTS**