

**CONTRACT**

**BETWEEN**

**THE**

**McSWAIN TEACHERS ASSOCIATION/CTA/NEA**

**AND THE**

**McSWAIN UNION SCHOOL DISTRICT**

**July 1, 2019 through June 30, 2021**

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## **ARTICLE 1**

### **AGREEMENT**

- A.** This contract is made and entered into February 24, 2020 between the McSwain Union School District (hereinafter Referred to as “District”) and the McSwain Teachers’ Association/CTA/NEA (hereinafter referred to as the “Association”).
- B.** This Agreement is entered into pursuant to Chapter 10.7, §3540-3549 of the Government Code (“Act”). This Agreement shall remain in full force and effect from **July 1, 2019 until June 30, 2021**. In addition, there will be two (2) non-monetary re-openers for contract year **2019/2021**. In the event that a new agreement is not finalized on or before **June 30, 2021** this Agreement shall continue until a new agreement is reached, or until the impasse procedures of the Rodda Act are exhausted, whichever comes first.

**ARTICLE 2**  
**RECOGNITION**

A. The District and the Association - hereby confirm the recognition of McSwain Teachers Association CTA/NEA as the exclusive representative for a unit of employees as follows:

All certificated employees, except the following who are excluded: Substitute teachers and Management Employees as follows: Superintendent, Principal, Vice Principal/Director of Projects.

**ARTICLE 3**  
**DEFINITIONS**

- A.** “Teacher/certificated employee” refers to any employee who is included in the appropriate unit as defined in ARTICLE 2 and therefore covered by the terms and provisions of this Agreement.
- B.** “Days” means school days during which teachers are required to be in attendance.
- C.** “Business Days” means days during which the school district office is open for business.
- D.** “Paid Leave of Absence” (Excluding Administrative Leave) means that a teacher may be entitled (1) to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (2) to return to a comparable assignment and (3) to receive credit for district service provided during a leave if the teacher has served 75% of the current or preceding school year.
- E.** “Unpaid Leave of Absence” means no salary or benefits are provided. A teacher may upon return to work be entitled to an assignment for which they are certificated.
- F.** “Immediate Family” means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person permanently living in the immediate household of the employee.
- G.** “Daily Rate of Pay” means the teacher’s annual salary divided by the number of days required by the Board to be present at school.
- H.** “Hourly Rate of Pay” means the daily rate of pay divided by seven and one half (7.5).
- I.** “Formal Excuse” is any excuse that has been approved by the District Superintendent or the School Board.
- J.** “Negotiable Items” are as defined in the Rodda Act.
- K.** “Comparable Position” is any position for which the teacher is certificated.

- L. “Involuntary Transfer” is any district initiated change in assignment including, but not limited to grade level changes and subject matter, or content area changes occurring before or during the school year.
- M. “Voluntary Transfer” is any employee-initiated reassignments.
- N. “Differential Pay” is the difference between the substitute teacher’s daily rate and the unit member’s daily rate.
- O. “Advance Permission” requires Principal and Superintendent approval not less than 2 working days or 48 hours prior to the desired date of absence.
- P. “Advance Notification” requires the employee to notify the school office as soon as possible.
- Q. “Full-Time Teacher” is any teacher working a seven and one half hour day, working 183/185 days unless specified in the employment contract with the District.
- R. “Part-Time Teacher” is any teacher working for the District on an employment contract that does not meet the full-time criteria listed in this article.
- S. “Temporary Teacher” is any teacher whose contract of employment is for a fixed term.
- T. “Teacher on Special Assignment” is any teacher working on special project/assignment as agreed and specified on employment contract.
- U. “New Teacher Induction Program” is the program new teachers are required to take to clear their credential.
- V. “Personal Necessity Leaves” is an activity or personal obligation of an employee, which necessitates or mandates an absence from his/her assignment during regular work hours.
- W. “Openings” an opening occurs when a certificated position is needed beyond the current available staff.

**ARTICLE 4**  
**DISTRICT RIGHTS**

A. For the term of this Agreement, all matters not specifically enumerated herein are reserved to the district and may not be a subject of meeting and negotiating. Nothing in this statement may be construed to limit the right of the District to consult with any teacher(s) or teacher's organization on any matters outside the scope of the Agreement.

**ARTICLE 5**  
**ASSOCIATION RIGHTS**

- A.** The Association and its members may have the right of access to school buildings and facilities at all reasonable hours as long as it doesn't interfere with the educational program and maintenance.
- B.** The School Board may place on the agenda of each regular Board meeting as a review item, any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent's office seven (7) days prior to the scheduled meeting.
- C.** The School Board will provide the Association with access to all public information. Copies of public information may be provided when it is regularly compiled. Additional copies of information will be provided upon recovery of the actual cost unless covered by mandated cost network. The School Board will provide the Association President with a complete Board Agenda.
- D.** Either party may utilize the services of outside consultants to assist in the negotiations.
- E.** The Association may perform and complete their respective duties by means of authorized officers, individual representatives or committees.
- F.** Not later than April 1 of the school year in which this Agreement expires, the District shall meet and negotiate in good faith with the Association on those items requiring negotiation.
- G.** Negotiations shall take place at mutually agreeable times and places.
- H.** Every effort will be made to balance the times of negotiation between after school hours and during school hours.
- I.** Up to five (5) representatives of the Association may participate in negotiations during the contract day.



## **ARTICLE 6**

### **LEAVES**

#### **Sick Leave**

- A.** A full-time teacher is entitled to ten (10) days of sick leave during a school year; such leave to accumulate from year to year. A teacher working less than full-time shall be granted sick leave at the same ratio as the teacher's employment bears to full-time employment.
- B.** Sick leave shall not be taken in any increments of less than one-half day.

#### **Extended Illness Leave (Advance Notification Required)**

- A.** If a teacher has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which would be paid a substitute at the existing substitute pay scale or if no substitute teacher was employed, the amount which would have been paid to the substitute had the substitute been employed. The school district shall make every reasonable effort to secure the services of a substitute teacher.
- B.** The five (5) months or less period indicated above shall not begin until all accumulated sick leave has been used. Leave under this section is available only for extended illnesses; extended illnesses are those exceeding five (5) workdays in length. After exhaustion of extended leave cited above, (i.e., if the illness exceeds five months) the teachers may be granted a leave of absence without pay up to but not to exceed the succeeding 12 months. During leave under this section, a teacher may continue the district employee benefits provided that the teacher submits the monthly premiums to the District Office in advance and provided that the insurance carriers will approve of such a practice.

## **Personal Necessity Leave**

**An employee may use up to seven (7) days of sick leave during any school year in case of personal necessity.**

### **Acceptable Reasons for Personal Necessity:**

1. Extension of bereavement leave. (Advance notification required).
2. Accident, involving person or property, or the person or property of a member of the immediate family. (Advance notification required)
3. Serious illness of a member of an immediate family as defined by Ed Code 45194. (Advance notification required)
4. Settling of legal affairs and other serious personal emergencies which cannot be resolved on a non-working day, if approved by the Superintendent. (Advance notification required)
5. Seeing a son, daughter, parent off to military duty or college. (Advance notification required)
6. Attending or participating in your child's activity or event. (Advance notification required)
7. Paternity leave for new fathers (Advance notification required)
8. Other reasons on a case-by-case basis. (Advance permission required)
9. Five days of Personal Necessity leave may be taken without stating any reasons for such leave. (No Tell) (Advance permission required)

### **Reasons for which Personal Necessity will not be approved, unless requested as a No Tell**

1. Attendance at or participation in functions or activities, which are primarily for the employee's pleasure, amusement or personal convenience.
2. Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
3. Seeking or engaging in a remunerative employment.

4. Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.
5. Any religious or non-school conference, convention, workshop, seminary or meeting.

Should a family crisis, emergency or family illness require the employee to use Personal Necessity Leave in excess of the allocated seven (7) days, the employee, with the permission of the Superintendent shall receive additional days to be deducted from their sick hours.

### **Bereavement Leave**

Any teacher covered by this contract is entitled to a leave of absence not to exceed three (3) days in state, or five (5) days if out of state travel is required, on account of a death of any member of the immediate family. 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 contract. (Advance notification required)

### **Industrial Accident or Illness Leave**

Industrial Accident or Illness Leave is granted to a teacher who has had an accident or illness arising out of, and in the course of, their employment with the District, which qualifies for worker's compensation benefits.

1. All teachers shall be entitled to sixty (60) days of Industrial Accident or Illness Leave per year. Such Industrial Accident or Illness Leave shall commence on the first (1<sup>st</sup>) day of absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
2. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs, at a time when the full sixty (60) days will overlap into the next fiscal year, the teacher shall be entitled to a total of sixty

(60) days of leave for the illness or accident, including the time absent in both years.

3. During any paid industrial leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received through worker's compensation on account of the industrial accident or illness. The District, in turn, shall issue the teacher appropriate salary warrants for payment of the teacher's full salary and shall deduct normal retirement and other authorized contributions. If these checks are not promptly received the District need only pay the difference between the teacher's salary and the disability award.
4. Any teacher receiving benefits from Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California, unless the School Board authorizes travel outside the state.
5. The Industrial Accident or Illness Leave of Absence is to be used in lieu of entitlement acquired under "Use of Sick Leave." A teacher may use sick leave after the teacher exhausts Industrial Accident or Illness Leave. If the teacher continues to receive a temporary disability indemnity, the teacher will continue to pay it to the District as provided in Section 3.

### **Leave for Pregnancy Disability**

A. Teachers are entitled to use sick leave as set forth in ARTICLE 6 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the teacher and the teacher's physician; however, the District management may require a verification of the extent of disability through a physical examination of the

employee by a physician selected by the teacher from a list of three physicians designated by the District.

1. Teachers may be entitled to unpaid leave of absence for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave or extended illness leave as set forth in ARTICLE 6 has been exhausted. The date on which the teacher shall resume duties shall be determined by the teacher on leave and the teacher's physician; (however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician selected from a list three (3) physicians designated by the District).
2. The teacher on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced, provided such leave was approved as an unpaid leave by the School Board.

### **Leave Without Pay for Child-Bearing Preparation and Child Rearing**

- A. Leave without pay or other benefits may be granted to a teacher for preparation for child bearing and child rearing.
- B. The teacher shall request such leave as soon as practicable, but not less than thirty (30) business days prior to the date on which the leave is to begin except in the case of an emergency. Such request shall be in writing and shall include a statement as to the dates the teacher wishes to begin and end the leave without pay.
- C. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
- D. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. One extension of leave may be granted, not to exceed an additional twelve (12) months.

- E.** The teacher is not entitled to the use of any accrued sick leave or other paid leave while such teacher is on childbearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery there from.
- F.** There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation or increment, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status, unless they have provided service 75% of the school year.
- G.** If a teacher is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the teacher may request an immediate assignment to a certificated position. If there is a vacancy for which a teacher is qualified, the District will assign the teacher to a position as soon as practicable.

**Leave as Defined by the Family and Medical Leave Act of 1993 (FMLA)**

In accordance with state and federal law, the School Board shall grant family care and medical leave to eligible employees, without discrimination.

**Leave of Absence**

- A.** Unpaid Leave of Absence may be granted to teachers. A leave of absence is an extended absence from duty for a prescribed period of time specifically authorized by the School Board, not to exceed twelve (12) months; however, extensions may be granted, at the discretion of the School Board. Leaves of absence may be for the following: Peace Corps, care for a member of the immediate family, military service, long term illness of the teacher, service in an elected public office or professional study or research.
- B.** Written request for a leave of absence shall be routed for approval or disapproval through the District Superintendent by February 15<sup>th</sup> of the year preceding the school year for which such leave is to take place except in the case of an emergency. The

request must specifically state the reason for the request and the duration of time desired. The District Superintendent shall present it to the School Board with a recommendation for approval or disapproval.

- C. Teachers given leaves of absence for an academic year shall sign an agreement that the School Board will be given written notice on or before March 1<sup>st</sup> of their intention to return. Failure to so notify the School Board shall be deemed to constitute a resignation on the part of the teacher.
- D. Time spent on leave of absence without pay shall not count toward salary step advancement.
- E. A request for a leave based upon a reason not specified in this section will be considered by the School Board from the standpoint of value to the District, urgency of the request, and the employment record of the person making the request.
- F. Before reinstatement, a statement must be furnished from the physician indicating that the returning teacher is physically capable of performing all assigned duties. A teacher on an approved leave of absence may continue the District health and employee benefits provided that the teacher submits the monthly premiums to the District Office in advance, provided that the insurance carriers will approve of such a practice.

### **Judicial Leave**

- A. Teachers will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the teacher. Jurors' fees exclusive of mileage, meals, and accommodations, received by the teacher shall be deposited to the credit of the District. (Advance notification required)

### **In-Service Leave**

- A. A teacher may, with Superintendent's approval, be entitled to workshop/conference paid leave each school year for the purpose of improving instructional performance.

Such leave may be used to visit classes or to attend District approved workshops related to instructional performance.

### **Sabbatical Leave**

- A.** After completing seven (7) consecutive full school years of service, a teacher will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods provided that such is commenced and completed within a three-year period.
- B.** Applicants for a sabbatical leave must submit their request no later than February 1<sup>st</sup> of the school year preceding the school year in which the leave is requested.
- C.** Subsequent to the Superintendent's recommendation, the School Board may grant leave based on: (1) the financial status of the District, (2) benefit of the proposed leave to the educational process or (3) other district considerations.
- D.** Teachers on sabbatical leave will receive one-half of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement, which would have been granted had the teacher not been on leave. No other compensation, benefit, or seniority credit will be granted to those on leave, except that the teacher will be entitled to return to a position comparable to that which was held at the time of granting of leave.
- E.** The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to: an indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation of a post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one-half year leave; the description of the sabbatical program; and appropriate reporting procedures as may be designated by the Superintendent.



## **Association Leave**

- A.** A total of five (5) days of release time will be granted the Association for utilization in the conduct of the Association's business on an annual basis. The days will be with compensation, provided that the Association pays the cost of the substitute, if any, used to replace the teacher taking the leave. (Advance notification required)
- B.** The Association shall provide at least twenty-four (24) hours advance notice of the leave to the Superintendent and a substitute must be available before the leave may be utilized.

## **Verification**

- A.** The District reserves the right to require verification of the appropriateness of any leave excluding No Tell days. In the case of a medically related leave the District may require a physician selected by the teacher from a list of three physicians designated by the District.

## **CATASTROPHIC LEAVE**

### **Statement of Intent**

The purpose of the Catastrophic Sick Leave Donation (CSLDP) program is to provide paid sick leave in cases of incapacitating personal illness or personal injury of the employee or an immediate family member. Catastrophic Leave grants may ONLY be used after all accumulated paid leave has been used. The definition of sick leave shall be: leave that is granted to a member who through personal illness, injury or quarantine is unable to perform the duties of his / her position. This policy does not cover cosmetic or elective surgery. In no case will granting of Catastrophic Sick Leave cause an employee to receive more than his / her annual base salary. It is the philosophy of the District to encourage employees to return to work as soon as the doctor approves and releases the employee to do so. Individuals who are on a grant of CSLDP, and whose doctor indicates they may return to work half time, may continue to receive approved grant days in half day increments. No employee shall be considered eligible for compensation

through the Catastrophic Leave Donation Program unless such employee was on duty or authorized absence including recess, holiday, or personal days on the duty day preceding the commencement of the disabling illness or injury. In no event will a member receive more than a total of 100 consecutive days of CSLDP for any single catastrophic event. If an employee does not use all of the days collected through pledges, the unused sick leave pledges will be divided by the number of donors and split evenly between all.

### **Catastrophic Leave**

- A.** When a certificated staff member experiences a catastrophic illness or injury that is expected to incapacitate them for an extended period of time, or that incapacitates a member of their immediate family which requires them to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the member because he or she has exhausted all of their sick leave and other paid time off, including any temporary disability benefits, if applicable;
- B.** The staff member may then complete a CSLDP Request Form and submit it to the Superintendent along with doctor verification of the nature of the catastrophic injury or illness. This request form will include a summary statement of the employee or employee's family member's situation that may be published to request donations in the event the request is approved;
- C.** The Catastrophic Leave Committee consisting of two (2) McSwain Teachers Association elected officers and one (1) District Office representative unanimously determines that the employee has met the intent of this article relative to illness or injury that will necessitate their extended absence from work, and that the extended absence from work will create a financial hardship;
- D.** Upon certification of the Catastrophic Leave Committee the Superintendent's secretary will publish a notification and request for sick leave donations. This notification will include a due date. Fellow certificated employees that would like to contribute sick days may do so by completing the CSLDP Donation Form;

- E. Certificated individuals choosing to donate must donate one full day minimum (7.5 hrs) and then additional time may be donated in half day (3.75) increments to a maximum of 5 days (37.5 hours) per school year.
- F. Certificated individuals who choose to donate may in no case take their personal sick day holding below 30 days (approximately 6 weeks);
- G. All donations of sick time will be held in strict confidence;
- H. At the conclusion of the catastrophic leave if all of the days pledged have not been used, the additional days pledged will be divided by the number of donors and returned to their individual account.

### **Catastrophic Leave Committee**

The Catastrophic Leave Committee will review requests for donation of eligible leave benefits for a certificated employee's catastrophic illness or injury.

The Committee may request a variety of information to verify the catastrophic injury or illness of the employee or the employee's immediate family member, including but not limited to:

- Diagnosis and / or prognosis from the member's or family member's treating physician.
- Estimated length of time the employee will be unable to work due to the catastrophic illness or injury.
- If catastrophic leave request involves that of a family member, a justification of why the employee is the only person available to care for that family member.
- What other resources that might be available to help relieve the hardship.
- What is the possibility of the employee's eligibility for disability retirement benefits if the employee's disability is likely to become permanent.
- Availability of other disability benefits that may be available for catastrophic injury or illness for the employee's family member.

If the Catastrophic Leave Committee determines the employee is unable to work due to the member's catastrophic illness / injury, and all eligibility criteria are met, the request to receive eligible leave credit will be approved. Otherwise, the Committee will indicate the basis of denial of the request.

### **Distribution of Eligible Leave Benefits**

The Superintendent or his designee shall account for and distribute donated sick leave. Only authorized donated sick leave days used by recipient will be transferred to recipient. Donated sick leave days not used will not be transferred but will be returned in an appropriate pro-rata share to the donors. No unused sick leave days will be left in an account.

### **Crossing School Calendar Years**

Catastrophic Leave is tied to the catastrophic event and not the school calendar. In the event an approved Catastrophic Leave spreads across two school calendar years, approved ongoing Catastrophic Leave will automatically be placed on hold while the employee takes advantage of new sick leave earned at the start of the new school year. Once that leave is exhausted without further action on the part of the employee or the Catastrophic Leave Committee the remaining unused portion of the previously approved Catastrophic Leave will commence until such time as the employee is eligible to return or the approved leave is exhausted.

**ARTICLE 7**  
**HOURS OF EMPLOYMENT**

- A.** All teachers are required to report for work one-half (1/2) hour before the start of school except when performing reasonable assigned duties, i.e., (but not limited to) yard duty, IEP and SST's unless formally excused. The day will end twenty five (25) minutes after the last class is dismissed. An inclement weather schedule will be established by the district Superintendent. When a teacher must report for a regularly assigned duty fifteen (15) minutes before the start of the school work day, that teacher may leave fifteen minutes early on that day. If there is an activity requiring the teacher to stay, that teacher may leave 15 minutes early another day.
- B.** Teachers may depart after all classes are dismissed on Friday or a day before a school holiday, unless otherwise directed by the administrator.
- C.** Minimum days may be set aside for, but not limited to, collaboration, program development, parent conferences, professional growth activities, committee assignments, faculty and district in-service meetings, and other assignments, which are deemed by the District to be necessary for the efficient operation of the District.
- D.** Teachers are responsible for other duties which include but are not limited to special help to students, back to school nights, student's supervision, the athletic event, parent conferences, open house, and report card night.
- E.** All teachers shall be entitled to a duty-free lunch period of thirty (30) minutes.
- F.** The work year for certificated employees shall be 183 days except for new teachers (first year at McSwain) for which the work year will be 185 days, unless specified in the employment contract. The number of scheduled days may be increased at the discretion of the School Board for valid educational purposes, by mutual agreement.
- G.** Certificated employees shall be paid on a per diem rate of his/her salary for any workdays beyond 183 that are authorized and/or approved by the Superintendent.

**H.** The District may implement the provision of Education Code §46200 and 46201 for reform of instructional time. Not more than five (5) additional days may be added to the teacher work year;  $1/183^{\text{rd}}$  of the yearly salary will be provided for additional days worked.

**ARTICLE 8**  
**CLASS SIZE**

- A.** When it appears to the classroom teacher that the class size is unworkable, notice to that effect may, at the election of the teacher, be submitted to the Principal or Superintendent with supportive rationale and proposed changes.
- B.** The Principal or Superintendent shall confer with the teacher concerning the request.
- C.** Upon the request of the teacher, the Principal or Superintendent will provide a written response and rationale for his decision.
- D.** The District will comply with the class size requirement contained in the Education Code.

**ARTICLE 9**  
**TEACHER SAFETY**

- A.** The District will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and school in accordance with state laws and District regulations.
- B.** Teachers shall not be required to work under unsafe conditions or to perform tasks, which endanger their health, safety, or wellbeing as provided by law.
- C.** Except in emergencies, necessary repairs and maintenance of classrooms and District facilities shall be made at a time, which will not interfere with the instructional program. Should the health, safety, or welfare of pupils or certificated employees be endangered, immediate action shall be taken by the District to correct the problem.



**ARTICLE 10**  
**TEACHING CONDITIONS**

- A.** The District will evaluate individual classroom/program needs prior to the start of a new school year. Before any new program is initiated all appropriate instructional materials should be on hand.
- B.** Instructional materials, including textbooks, workbooks, teacher's edition of textbooks and workbooks, tech materials, and any supplemental materials to support the classroom/program will be provided as soon as possible and ordered in a timely manner. The Association has the right to consult with the District if it believes that additional materials are necessary.

**ARTICLE 11**  
**TEACHER TRANSFERS/ASSIGNMENTS**

**This article applies to Probationary and Permanent Employees.**

**It does not include Temporary Employees.**

- A.** Teachers shall be notified of their tentative program, schedule or grade level assignment for the ensuing year by May 20<sup>th</sup>. They will be notified in writing of any changes in tentative schedule, or grade level assignment for the ensuing year at least fourteen (14) days prior to school starting except in rare emergency. No teacher shall be assigned to a position requiring credential provisions outside those already possessed by the teacher; however, a teacher may be required to reapply for or maintain credential for which one is qualified. Should a teacher allow a credential to lapse and the District needs the services of the lapsed credential, it may constitute grounds for dismissal.
- B.** In the event of a classroom collapse, a certificated employee may be reassigned in-lieu of a posting if deemed necessary by the Administration.
- C.** When an opening occurs, grade level/department teachers will be allowed input, where practicable during the staffing process.
- D.** When openings occur in regular and stipend positions the following steps will be taken by the district to fill the position:
1. The District will have a three-day (3) posting for each position during the school year, along with an email notification.
  2. The District shall make a reasonable effort to notify all certificated employees by mail, email, or phone should an opening occur during the summer recess/period of leave.

## **Voluntary Transfers**

- A. Teachers may request a change of grade levels. The request shall be in writing and signed. The Superintendent may deny the request, based on valid educational reasons. If the Superintendent denies the request, the teacher involved may not grieve the decision, but may appeal to the School Board.
- B. Applications for transfer may be submitted at any time during the District's regular office hours.
- C. All requests for voluntary transfers shall be considered on legitimate, educationally-related needs of the District including, but not limited to:
  - 1. Credential
  - 2. Experience, and
  - 3. Seniority.
- D. All things as stated in the above criteria being equal as determined by the District, the candidate with the greatest amount of District seniority will be assigned the position.
- E. If a voluntary transfer request is denied, the teacher shall be provided with the specific reasons for the denial (in writing upon request).

## **Involuntary Transfer (Administrator-initiated)**

- A. All involuntary transfers shall be based exclusively on the legitimate, educationally-related needs of the District including, but not limited to:
  - 1. Credential,
  - 2. Experience, and
  - 3. Seniority.
- B. When more than one teacher is being considered for a transfer, all the above criteria being equal as determined by the District, the teacher with the least amount of District-wide seniority will be transferred.
- C. Teachers shall be notified of any administrative request for their transfer in writing as soon as possible, and except in case of emergency, no later than June 1.

D. A meeting between a teacher and an administrator will be held before assignment is made, at which time the teacher will be notified of the reasons for the transfer.

**Involuntary Transfers for Economic Necessity or Cause**

A. The statutory guarantees contained in §44949 through §44961 of the Education Code during the term of the Agreement are incorporated into this Agreement, but are not subject to grievance.

**Job Sharing**

A. If requested and agreed upon by the Superintendent, teachers working less than full time will schedule required work days through the Superintendent. Both participants in a job sharing arrangement will be required to work the first three (3) days and the last three (3) days of the contract period and will receive credit for one-half (1/2) year on the salary schedule, and move every other year on the salary schedule. Each participant will also be responsible for all scheduled activities in their assigned day. Participants will conduct parent conferences jointly and attend scheduled “Back to School Night” and “Open House.” Attendance at additional activities may be required and may be shared by the participants with the Superintendent’s approval and/or request.

**ARTICLE 12**  
**TEACHER EVALUATIONS**

The District shall notify the certificated employees in writing of its intent to formally observe said certificated employee in order that the evaluation will be conducted openly and with the full knowledge of the certificated employee.

- A. The certificated employee's evaluator shall be his/her immediate supervisor.
- B. Certificated employee shall not be required to participate in the evaluation(s) and/or observations of other teachers.
- C. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis. Each employee will be observed at least twice each school year for probationary personnel, and at least once every other year for persons with permanent status in order to generate the summary evaluation. When a permanent employee of the district has 1.) been with the district for 10 years, 2.) the summary evaluations earned during that time indicate a satisfactory rating, that individual shall be evaluated every five years following the timeline as shown below. Any extension of these guidelines will be made only by the express written approval of the Superintendent of the contracted employee being evaluated.
- D. The evaluation steps will occur on or before the following dates:
  - October 1: Evaluator notifies in writing that a formal evaluation will take place during the school year.
  - October 20: Completion of pre-observation conference.
  - December 1: Completion of first evaluation of probationary employees.
  - March 1: Completion of second evaluation of probationary employees.
  - April 15: Completion of evaluation of permanent employees.

E. A pre-observation conference to discuss matters germane to the evaluation of the certificated employee shall be conducted. A copy of the evaluation form and certificated evaluation criteria shall be provided to the certificated employee by October 20. The evaluator should observe the work of the certificated employee for at least one thirty (30) minute period. The certificated employee shall be evaluated on how well he/she is fulfilling the assigned duties and responsibilities as specified by the certificated evaluation criteria. The certificated employee shall be given a copy of the written evaluation report within ten (10) working days after date of observation. The certificated employee must be given at least 30 working days before the next formal observation, unless otherwise agreed upon. The certificated employee shall have the right to initiate a written reaction or response to the evaluation within ten (10) days of the evaluation conference. Such response shall become a permanent attachment to the employee's personnel file. In the event that deficiencies are identified, the evaluator shall take positive action to assist the unit member in correcting any identified deficiencies. The evaluator's role to assist the unit member may include, but is not limited to the following:

1. Specific recommendations for improvement;
2. Direct assistance to implement such recommendations
3. Provisions of additional resources to be utilized to assist with improvement;
4. Criteria for determining improvement;
5. Time schedule to monitor progress;
6. Observations;
7. Conferences and/or visitations to other sites.

For the purpose of this Article, the certificated employee shall be entitled to have a representative of his/her choice present at any of the evaluation meetings. At such time, the evaluator may also include a representative at such meetings. It is understood that the representatives are observers only and not participants. Evaluation shall not make reference to a teacher's race, color, creed, domicile, sexual orientation, marital status,

age, political performance, physical handicap, or professional association membership status.

### **Personnel Files**

1. Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.
2. Such material is not to include rating, reports, or records which:
  - a. Were obtained prior to the employment of the person involved,
  - b. Were prepared by identifiable examination committee members, or
  - c. Were obtained in connection with a promotional examination.
3. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing District.
4. Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and given 10 working days to respond in writing and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon.

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

**Definitions**

- A. A grievance shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement within the scope of negotiations under the Rodda Act, which affects the grievant.
- B. A grievant is a certificated employee of the McSwain Teachers Association, or the Association if the Association is affected, making the claim.
- C. A party in interest is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**Purpose**

- A. The purpose of this procedure is to attempt to secure equitable solutions to grievances at the lowest possible administrative level. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Since it is important that grievances be processed as rapidly as possible, the time limit specified at each level shall be considered to be maximums and every effort should be made to expedite the process. The time limits may be extended, however, by mutual agreement.
- C. 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 may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.



### **Informal Procedure**

A. An aggrieved person shall seek a solution(s) to the problem(s) through at least the informal discussion with the immediate supervisor prior to initiating a formalized grievance proceeding hereinafter described. Adjustment of a grievance through such an informal discussion may be accomplished without the intervention of the association. However, the aggrieved person may, at the person's discretion, be represented by the Association in any such informal discussions.

### **Formal Procedure**

A. Failure by the administration to adhere to the decision deadline constitutes the right for the grievant to appeal automatically to the next step (higher level). Nothing prevents the parties from extending the dates by mutual agreement.

B. Level I – The grievant will first present the grievance to the Superintendent either directly with or without the Association's designated grievance representative within forty (40) days of the date of the act or omission giving rise to the grievance or the date the grievant became aware of the situation. Grievances shall be presented in writing on appropriate forms to the District Superintendent and the Association's grievance representative. The District Superintendent will communicate his written decision on the matter to the McSwain Faculty Association member or the Association within ten (10) days after receiving the grievance claim.

C. Within ten (10) days after receiving the written grievance, the district superintendent will meet with the aggrieved person with or without a representative of the Association in an effort to resolve it. Within ten (10) days after such a meeting, the District Superintendent shall communicate his written decision on the matter to the aggrieved person.

D. Level II – If the grievant is not satisfied with the disposition of his grievance at Level I, or if no written decision has been rendered by the District Superintendent within the indicated ten-day period, the Association may, within ten days, submit a demand in writing to the District Superintendent for binding arbitration of the dispute. The

parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the submission of the grievance to arbitration, the parties shall request the California State Conciliation Service to supply a list of names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issue, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each level. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit within thirty (30) days to all parties, the written findings and decision. This decision will be final and binding on the parties. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement, nor does the arbitrator have power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement, or which falls within the jurisdiction of a state or federal agency which has authority to decide the issue in question. The fees and expenses of the arbitrator and a hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

### **Miscellaneous Provisions**

- A. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement or other directive, the grievant shall fulfill or carry out such requirement or other directive pending the final decision of the grievance.
- B. A teacher may be self-represented at all levels of the grievance procedure or, as an option, by a representative selected by the Association.

- C.** The teacher and district Superintendent shall have the right to include in the grievance hearings such witnesses, as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. The costs of witnesses shall be borne by the party calling them.
- D.** Administrative personnel shall not be required to consider more than one grievance claim per day, unless it is a class action.
- E.** Decisions rendered at all levels of the formal grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the president of the Association. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the parties in interest.
- F.** 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 personnel files of any of the participants.
- G.** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District Superintendent in conjunction with and approved by the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.
- H.** When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing, the representative will, upon request to the District Superintendent by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities.

## **ARTICLE 14**

### **SALARY**

- A. A certificated employee's salary shall be based upon the member's placement on the salary schedule. Certificated employees will also receive anniversary and degree/credential stipends as reflected on the salary schedule.
  
- B. STRS will be deducted from salary/stipends by the district as required by law.
  
- C. Upon employment, certificated employees will be given year for year service credit up to a maximum of six (6) years and placed on the next step of the salary schedule. Additional service credit may be granted at the discretion of the District for critical need positions.

**D. Salary Schedule Advancement:**

1. Only units received after the B.A. are acceptable for original placement on the schedule and must be verified by transcript.
2. College and University credits from accredited institutions submitted by the unit member for consideration of advanced placement on the salary schedule must receive prior approval from the Superintendent and be verified upon completion by official transcript. Course units from unaccredited colleges and universities will not be accepted.
3. The units must be clearly and substantially supportive of the unit member's professional growth. Professional growth courses shall be defined as those courses, which are within the field of education, methodology or subject matter areas, which will contribute significantly to his/her position in the District and/or qualify the unit member for another certificated position in the District.
4. Only a grade of "C" or better, or "Pass" in Pass/Fail courses is acceptable.

5. Work must be taken and confirming evidence (official transcripts or a letter from the registrar confirming course completion and proof that official transcripts have been requested) received by the District no later than the first Monday in October in order to receive credit for the advanced placement on the salary schedule. Upon receipt of such notice, the district will pay for the appropriate advancement on the salary schedule. Unit members who write successful board approved competitive grants and budget a professional stipend for themselves shall be guaranteed that stipend only while employed by the McSwain Union Elementary School District to carry out the obligations and responsibilities of the grant.

**E. Credential stipends will be as follows:**

Credential stipends for a Master's Degree, Bilingual Credential, Resource Specialist, and Library Media Specialist will be paid annually when employed in that capacity. The stipend amount will be added to the annual salary.

**F. Extra-Duty Stipends**

The district pays stipends to staff members for certain activities, which enhance the basic instructional program. The administrator responsible for the particular stipend activity will develop guidelines, when applicable, and create a description of duties to be followed in carrying out the activity (ies) for which the stipend will be paid.

**G. Salary Schedule:**

In year one of this agreement (2019/2020) the base salary schedule shall be adjusted to reflect a 3% increase from the 2018/2019 salary schedule. In year two of this agreement (2020/2021) the base salary schedule shall be adjusted to reflect a 2% increase from the 2019/2020 salary schedule.

## **H. Off-schedule Payments for Two Additional Professional Development Days in 2020/2021**

All unit members shall receive a one-time off schedule payment of \$1000 in exchange for attending a mandatory Professional Development Day to be scheduled at or near the beginning of the 2020/2021 school year. The first \$500 to be paid after the tentative agreement has been ratified by the Board and \$500 to be paid upon completion of the Professional Development Day. This Professional Development Day shall be in addition to the calendar year.

All unit members shall receive a one-time off schedule payment of \$1000 in exchange for attending a mandatory Professional Development Day to be scheduled during the 2020/2021 school year prior to June 3, 2021. The first \$500 to be paid at the start of the 2020/2021 school year and \$500 to be paid upon completion of the Professional Development Day. This Professional Development Day shall be in addition to the calendar year.

## **I. Annuity Companies:**

- a. The District must enter into an agreement with annuity company representatives. The District shall limit the annuity company to those registered with STRS.
- b. The parties agree that an individual teacher may request to change or add an additional annuity if the District is notified by June 30 of the fiscal year prior to the change.

## **J. Extended Day**

- a. For Extended Day assignments which require service outside the regular contract day, certificated employees shall receive compensation at a rate of \$35.00 an hour.

**ARTICLE 15**  
**FRINGE BENEFITS**

- A.** The District shall continue to provide a medical, dental, and vision plan for coverage of all unit employees and dependents for the term of this agreement. Those employees job sharing will pay a pro-rated amount. The District paid benefits ceiling will be \$10,000.00.
- B.** Health carriers can be changed only by mutual agreement between the District and the Association. Such agreement shall not be unreasonably withheld by the Association provided that the benefits are substantially the same.
- C.** If a certificated employee fails to make a medical plan selection by the established due date the District will automatically assign the prior year benefit plan selection for the current year.

**ARTICLE 16**  
**NEW TEACHER INDUCTION PROGRAM**

- A.** All certificated employees employed by the District that qualify for the New Teacher Induction Program will be required to participate and complete the up to two year Induction Program as a condition of employment.
  
- B.** The District will provide a job description that reflects the qualifications, duties, and responsibilities of the New Teacher Induction Program provider.
  
- C.** The District will continue to financially support the program through the 2019/2020 and 2020/2021 school and contract years.
  
- D.** Allow the administration flexibility to determine the most appropriate mentor for each mentee based on grade level/experience and to include the needs of the mentee.



## **ARTICLE 17 \***

### **RETIREE MEDICAL BENEFITS**

All certificated employees who have retired from the District on or after June 6, 1980, may upon agreement with the District receive the medical benefit plan which is currently in effect under this contract during this contract's term. A retired employee's right to receive this medical benefit is subject to the following conditions and limitations:

1. The employee must have reached 55 years of age, be employed by the District at the time he makes application and must have been employed by the District at least ten (10) consecutive years immediately prior to entering retirement status.
2. Only the retiree shall be eligible for these medical benefits. Retiree's spouses may be included provided they pay the cost of their premium to the District at the time and in the manner designated in writing by the District.
3. District payment of medical benefits under this section will terminate when the retiree reaches age 65 or is at the eligibility age for Medicare.
4. Certificated employees who are certified as disabled by STRS may receive the paid medical benefits under this section immediately upon retirement. They need not have worked for the district for ten (10) consecutive years prior to such retirement nor have reached 55 years of age. However, they must be at least 45 years of age and have worked for the district continuously since reaching age 45. The right of the disabled to receive such benefits shall terminate at age 65 or when Medicare begins. Spouses of disabled shall be eligible to receive such benefits by complying with No. 2 above.
5. If the retiree fails to honor any of the requirements herein enumerated, the District shall have the right to terminate payments of medical benefits hereunder within thirty (30) days after written notice of noncompliance has been mailed to the retiree.

6. The retiree shall inform the District in writing as to any changes in his or her address or retirement status within fifteen (15) days of the date the change occurs.
7. In the event of death of the retiree, the District shall be informed within thirty (30) days of the date death occurs or until failure to pay premiums when due, whichever occurs first.
8. For an employee who does not retire until age 65, the District will pay up to \$120 per month for the Special Retiree Supplemental Age Health Plan so long as the employee has parts A and B of Medicare. The District will make such payments for five (5) years from the date of retirement or until the employee dies or reaches age 72, whichever occurs first.
9. The provisions of this Article may be amended in writing by mutual agreement between the Association and the District and shall not be construed or interpreted as creating a right on the part of any retiree to receive payment or medical benefits as provided hereunder beyond the term of this agreement.

The rights of retired certificated employees to participate in the District's medical, vision and dental coverage programs shall be governed exclusively by this Article and no retired employee shall be entitled to participate in such programs on any other basis even if they agree to pay or reimburse the District for the full cost of such coverage.

**\*This article sunsets with employees, including temporary employees hired after June 30, 2007. Date of hire is defined by first day of certificated paid service to the district.**

**ARTICLE 18**  
**PROFESSIONAL DUES OR FEES**

**MTA/CTA/NEA Membership**

A. Members of the MTA/CTA/NEA shall have their dues paid in tenthly installments through voluntary payroll deduction.

**Agency Fee Payers**

A. Those certificated employees who choose not to join the MTA/CTA/NEA shall be considered an Agency Fee Payer.

B. Agency Fee Payers may elect to pay the Agency fee directly to MTA/CTA/NEA and must show proof of payment on or before August 15 each school year, or may elect to have the Agency Fee paid in tenthly installments through voluntary payroll deduction.

C. In all cases (monthly installments or one lump sum payment) the Agency Fee shall be an amount equal to the total cost of MTA/CTA/NEA membership dues.

**Religious Objector**

A. In the event a certificated employee is identified by the Association as a religious objector, the District will deduct contributions to a charity approved by the Association in the same amount and in the same manner as MTA/CTA/NEA members and Agency Fee payers.

**Indemnification**

The Association agrees to indemnify and hold the District harmless for any legal fees or costs incurred by the District from any challenges to the provisions of this article of the contract either legal or constitutional.

**ARTICLE 19**  
**ENTIRE AGREEMENT**

The Association and the District agree this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor the Association shall be required to meet and negotiate on any further matters affecting these or any other subjects, unless mutually agreed upon or if new legislation presents opportunities of benefit to either party.

**SIGNATURES**

For the District:

For the Association:

Board President

Co-Presidents

Date

Date

**McSwain Union Elementary School District**  
**Extra Duty Stipends**  
**2019 - 2020**

<u>Activity</u>	<u>Amount</u>
<b>Athletic Coaches</b>	<b>\$1000 per sport</b>
A Baseball A Boys Basketball B Boys Basketball A Girls Basketball B Girls Basketball Boys Track Cross Country	A Girls Volleyball B Girls Volleyball A Girls Softball B Girls Softball Boys Soccer Girls Track Girls Track
Athletic Director	\$1500/year
Outdoor Education (per teacher)	\$724/week
Yearbook/Publications	\$541/year
Student Council	\$1,083/year
Academic Pentathlon (6 Stipends)	\$458/year
*Girls Soccer mini-season	\$500/mini-season

\*If the league agrees to keep the sport with a full season, the District agrees to include Girls Soccer above with the other sports at \$1000 in future years.

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New Teacher Induction Program Provider	\$1500.00 per Participant (No more than three participants per Support Provider)
GATE Coordinator K-3	\$2000
GATE Coordinator 4-8	\$2000

