

MENIFEE UNION SCHOOL DISTRICT

Certificated Contract

July 1, 2011

Through

June 30, 2012

Approved by the Governing Board

of the

Menifee Union School District

May 24, 2011

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Article 1 PREAMBLE

- 1.1 Articles and provisions contained herein constitute bilateral and binding agreement ("Agreement") by and between the Governing Board of the Menifee Union School District ("Board") and The Menifee Teachers' Association CTA/NEA, an employee organization, henceforth referred to as "The Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7 Section 3540 3549 of the Government Code ("Act").
- 1.3 This Agreement shall remain in effect from the date of execution until June 30, 2012.
- 1.4 Negotiations concerning the calendar shall be open on or before January 15 of each school year unless the parties have previously agreed to a multi-year calendar. If agreement is not reached by March 1 between the District and the Association on the calendar, then a sidebar agreement shall be drawn between the Association and the District from those areas where continued negotiations are required.

Article 2 RECOGNITION AND DEFINITION OF UNIT

- 2.1 The Board recognizes the Association as the exclusive representative of all regularly employed certificated employees (“Teachers”) –excluding management, confidential, and supervisory employees, as defined in the Act – for the purpose of meeting and negotiating.
- 2.2 “Teacher” means any full-time or part-time certificated employee who is included in the appropriate unit, as defined in Paragraph 1 of the Article and, therefore, is covered by the terms and provisions of this Agreement, except as otherwise provided herein.

Article 3 MANAGEMENT RIGHTS

- 3.1 Nothing shall diminish the duty of the Board and the Association to meet and negotiate regarding matters within the scope of representation. It is agreed that the parties hereto retain all powers and rights which are provided by law and consistent with the terms of this Agreement, and that the District retains all of its powers of direction, management, and control provided by law. Included in these are the exclusive rights to (a) determine its organizations; (b) direct the work of its employees; (c) determine the hours of District operation; (d) determine the kinds and levels of services to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals, and objectives; (f) insure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the number and kinds of personnel required; (i) maintain the efficiency of District operations; (j) determine District curriculum; (k) design, build, move, or modify facilities; (l) establish budget procedures and determine budgetary allocation; (m) determine the methods of raising revenue; (n) take reasonable action on any matter in the event of an emergency. In addition, the District Board retains the rights to hire, classify, assign, reassign, transfer, evaluate, promote, terminate and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent such specific and express terms conform with law.
- 3.3 The District retains its right to amend, modify, or rescind those policies and practices referred to in this Agreement as necessary to resolve the emergency caused by an act of God, in the event of the withdrawing or withholding of services by the employees or a set of occurrences beyond the control of the District that requires immediate action. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the grievance provision. Emergencies shall not be declared capriciously, arbitrarily, or in retaliation for the exercise of employee rights. In the event an emergency necessitates a long-term change in the Agreement, the parties shall, at the request of the Association, open bargaining on that provision.

Article 4 MAINTENANCE OF MEMBERSHIP

4.1 Dues Deduction

4.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The Employer shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the Employer, shall be increased or decreased without resolicitation and authorization from unit members.

4.2 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the Employer shall deduct one-eleventh (1/11th) of such dues from the regular salary check of the unit member each month for eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.

4.2.1 With respect to all sums deducted by the Employer pursuant to Section 4.2 above, the Employer agrees to remit such moneys promptly to the Association accompanied by a list of unit members for which such deductions have been made and indicating any changes in personnel from the list previously furnished.

4.3 Maintenance of Membership

4.3.1 The Association and the Employer agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the thirty (30) day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the Employer shall deduct membership dues upon receipt of the proper agency fee form submitted by the Association as provided in Education Code Section 45061 and in the same manner as set forth in Sections 4.1.1 and 4.2 above.

4.4 **Agency Fee**

4.4.1 Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fees directly to the Association, the Association shall so inform the Employer, and the Employer shall immediately upon receipt begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

4.4.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

Sally Buselt Memorial Fund
Operation School Bell
Community Cupboard
F.A.C.T. (Foundation to Assist Teachers)

4.4.3 To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

- 4.4.4 Proof of payment shall be made on an annual basis to the Association as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- 4.4.5 Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 4.4.6 With respect to all sums deducted by the Employer pursuant to sections above, whether for membership dues or agency fee, the Employer agrees to remit such moneys promptly to the Association accompanied by a list of unit members for whom such deductions have been made.
- 4.4.7 The Association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.
- 4.4.8 The Association agrees to pay to the Employer all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

Article 5 NEGOTIATION PROCEDURES

- 5.1 Not later than March 15 of the calendar year in which the Agreement expires, the Board designated negotiators shall commence meeting and negotiating in good faith with the Association on negotiable items. Any agreement reached between the parties shall be expressed in writing and signed as a part of this contract.
- 5.2 Nothing in this Agreement shall prevent the Board and the Association from renegotiating any part of this Agreement should such renegotiation be mutually agreeable to both parties.
- 5.3 The Association will be responsible for the printing and distribution of new contracts.

Article 6 ASSOCIATION RIGHTS

6.1 Use of Facilities

- 6.1.1 The Association shall have the right to make reasonable use of school buildings and/or classrooms for regular Association meetings before and after the duty day and during the duty-free lunch period. Association meetings shall be calendared through the District office so as to insure that the Association use will not conflict with other District use. For public meetings during evenings or weekend hours, the Association shall secure prior written permission on the District form for use of facilities.
- 6.1.2 The Association may make reasonable use of school equipment on site to duplicate materials for on-site staff use. Use of copiers by the Association shall be restricted to after the duty day or as approved by the site administrator. Such equipment shall include typewriters, computers, and printers designated for teacher use, reproducing machines, and all types of audiovisual equipment. Any actual costs incurred in the utilization of District equipment for Association business shall be borne by the Association.
- 6.1.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times so long as it does not conflict with the instructional program.
- 6.1.4 The Association shall be given the opportunity at the close of faculty meetings to present reports and announcements.
- 6.1.5 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided at each school campus in areas frequented by teachers. The Association may use the District mail service and teacher mail boxes for communications to teachers.

6.2 Release Time

- 6.2.1 At the request of the Association, the District shall grant the President and other Association Members so designated by the Association President release time at no loss of salary or other benefits.
- 6.2.2 Release time shall not exceed a total of eighteen (18) days combined for the President or his/her designee(s) per school year. If a mix of multi- and single-track calendars is implemented, the parties agree to confer to determine the number of release days. Association release time shall not be carried over from year to year.

- 6.2.3 Other than for the purpose of at-the-table negotiations (Article 4 Negotiations Procedures) no Association member (other than the Union President) shall be released from his or her classroom for more than seven (7) days in any school year for the purpose of Association business.
- 6.2.4 The President or designated representative will inform his/her immediate supervisor and the Assistant Superintendent of Personnel at least forty eight (48) hours in advance prior to the release time in order that an adequate substitute may be obtained.
- 6.2.5 Upon billing from the District, the Association shall reimburse the District the cost of substitute time required to provide the release time.

Article 7 NON-DISCRIMINATION

- 7.1 The District shall not discriminate against any employee on the basis of race, color, age, ancestry, religious creed, national origin, gender, or membership or participation in Association activities.

Article 8 EMPLOYEE BENEFITS

8.1 Health Insurance

- 8.1.1 The District shall provide a dollar contribution for the payment of the premium of a health service plan. The amount will be enumerated in a Letter of Agreement negotiated annually. Any further increase in the cost of the insurance premiums shall be borne by the individual employee, unless increased as a result of negotiation between the parties to this Agreement.
- 8.1.2 Teachers who are absent on account of illness and who have exhausted their accumulated paid leave shall continue to receive the amount of insurance coverage then paid by the District for that period of illness which occurs in the current school year or the duration of the current benefit period. The benefit period is from July 1 through June 30.

8.2 Duration of Benefits

- 8.2.1 Teachers on Board-approved leaves of absence without pay shall continue to receive any employee health and welfare benefits for the period of the leave upon timely payment of the premiums to the District.

Article 9 LEAVES

- 9.1 The benefits provided teachers by Sections 44962 through 44985 and 44801 of the Education Code found at www.cde.gov are incorporated into this Agreement except as supplemented in this Article.
- 9.2 "Paid Leave of Absence" means that a teacher shall be entitled to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits. In order to receive credit for annual salary increment during a year in which "paid leave of absence" is allowed, teaching time must be a minimum of six (6) full months.
- 9.3 Immediate family means spouse, mother, step-mother, father, step-father, grandmother, grandfather, grandchild or stepchild of the employees or spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative living in the immediate household of the employee. Expansion of the definition of immediate family because of extenuating circumstances may be granted by the Superintendent. The decision to expand the definition of immediate family shall not be considered precedential or as establishing current District practice.
- 9.4 Whenever the District has the reason to believe that there may have been an abuse of paid leave benefit, the Superintendent or his/her designee may require a teacher to verify the legitimacy of any request for paid leave.
- 9.5 It is the responsibility of the teacher to submit an employee leave request form for all absences upon return to work by the end of the next business day.
- 9.6 **Sick Leave**
- 9.6.1 Every one hundred eighty four (184) day teacher shall be entitled to ten (10) days of paid sick leave per year. Every two hundred five (205) day teacher shall be entitled to eleven (11) days of paid sick leave per year. Every two hundred fifteen (215) day teacher shall be entitled to eleven and one half (11.5) days of paid sick leave per year.
- 9.6.2 At the beginning of each school year every teacher shall receive a sick leave allotment credit equal to the sick leave to which they are entitled for the school year. A teacher may use credited sick leave as provided by the Education Code provisions during the school year.
- 9.6.3 Unused sick leave shall accrue from school year to school year.

- 9.6.4 When a teacher reporting for duty on any given day finds that because of illness or emergency that he/she must leave the campus, then the teacher shall relinquish one (1) day of sick leave or only one-half (1/2) day providing he/she completes fifty percent of the duty day.
- 9.6.5 Summer school/Intersession teachers shall be entitled to one (1) day per twenty (20) teaching days.
- 9.6.6 The District shall provide each teacher with a written statement of (1) accrued sick leave total, and (2) sick leave entitlement for the school year. Accrued sick leave total and sick leave entitlement shall be maintained as part of the District's online timekeeping system.
- 9.6.7 Teachers may assist another unit member facing a catastrophic illness or injury who has exhausted his/her sick leave and is in a "differential pay" situation. Catastrophic illness or injury of an immediate family member (spouse, domestic partner, child, or stepchild) or others by agreement of the Superintendent or Designee may be included as eligible for Catastrophic Leave. The Personnel Office shall maintain Certificated Catastrophic Leave Program forms and procedures for application on the District Sharepoint to be accessed by the teaching staff.
- 9.6.8 Teachers on job-share contracts shall have their sick leave pro-rated accordingly.

9.7 **Kin Care**

- 9.7.1 Kin Care leave shall be deducted from sick leave and shall be granted to allow a teacher the ability to take care of an ill spouse, child, or parent. The amount of sick leave available for Kin Care is specified as an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement per year.

9.8 **Personal Necessity Leave**

- 9.8.1 Personal necessity leave shall be granted in order that the teacher can attend to important personal business that cannot be attended to during non-duty hours. The Superintendent or designee shall have the right to grant this leave for special circumstances. This leave shall not be available for purposes of personal convenience, or for the extension of a holiday or vacation, or for recreational activities. Such leave shall be deducted from sick leave.

- 9.8.2 A maximum of seven (7) days in any school year may be used for personal necessity leave. This leave shall be requested in writing. The written request shall specify the nature of the necessity that requires the taking of the leave. Under confidential and sensitive circumstances, unit members will be permitted to give their immediate supervisor verbal reasons for requesting such a leave.
- 9.8.3 The teacher shall not be required to secure advance permission for leave taken for any of the following reasons:
- Death or serious illness of a member of his/her immediate family.
 - Accident involving his person or property, or the person or property of a member of his/her immediate family.
- 9.8.4 Four (4) days of the employee's allotted seven (7) personal necessity days shall be designated as personal business. The reason for the personal business days need not be specified on the Employee Leave Request form. The personal business days shall not be granted on a staff development day, scheduled District benchmark/state testing days, or mandatory prep day. Additionally, personal business days will not be granted during the first week of student attendance for the school year to which an employee is assigned.

9.9 **Pregnancy Disability Leave**

- 9.9.1 The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The employee shall provide a physician's certificate or other proof of illness or disabling condition to the District.
- 9.9.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- 9.9.3 Any employee shall have the right to utilize sick leave and extended sick leave provided by law for absence necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 9.9.4 To provide a smooth transition for the students, the teacher will perform professional duties prior to Pregnancy Disability Leave, including, but not limited to report cards, progress reports, and plans, as applicable.

9.9.5 While the teacher is on Pregnancy Disability Leave (PDL) she will not be required to return to campus or otherwise perform duties that are now the responsibility of a long-term substitute.

9.9.6 Any voluntary commitment to perform duties while on Pregnancy Disability Leave (PDL) will be agreed upon between the teacher and administration prior to the leave and will be placed in writing.

9.10 **Parental Leave**

9.10.1 The Board shall allow an unpaid leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, or childbirth, and recovery therefrom.

9.10.2 There shall be no discrimination in the application and utilization of sick leave, health insurance, or any other employee rights and benefits on the basis of pregnancy, miscarriage, or childbirth and recovery therefrom.

9.10.3 Child-Rearing Leave: The Board may provide a teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant.

9.10.4 A unit member who is adopting a child may use up to seven (7) personal necessity days from his/her yearly personal necessity allotment.

9.11 **Extended Illness Leave**

9.11.1 If a teacher has utilized all accumulated sick leave and is still absent from 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 such month shall not exceed the substitute's salary per diem during the period of absence. The period during which the above deductions occur shall not begin until all other paid sick leave provisions for which the employee is eligible have been exhausted. An employee shall not be provided more than one five (5)-month period per illness or accident. However, if a school year terminates before the five (5)-month period is exhausted, the employee may take the balance of the five (5)-month period in a subsequent school year.

9.12 **Industrial Accident and Illness Leave**

9.12.1 Section 44984 of the Education Code is supplemented as follows:

A teacher shall be entitled to such leave according to above Code;

An industrial accident or illness as used in this section means any injury or illness whose cause arises out of or is in the course of the performance of services for the District;

The total of the teacher's temporary disability indemnity and the portion of salary due during the employee's absence shall equal the employee's full salary;

A teacher shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the employee's physician states that there has been such a recovery. The District may require an opinion by a second physician;

The report of an industrial accident or illness shall be reported to and kept on file in the office of the Risk Manager;

The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent as the result of an industrial accident or illness as defined in (9.10.1) above without the approval of the teacher.

9.13 **Bereavement Leave**

9.13.1 Every full-time teacher shall be entitled to five (5) days of paid leave of absence, on account of death of any member of the immediate family. This leave shall not be deducted from sick leave. Additional leave for bereavement may be granted. The additional leave shall be charged to Personal Necessity or other applicable leaves. This leave is to be taken at the time of death of the family member.

9.14 **Study Leave**

9.14.1 The Board may grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) quarter and a maximum of one (1) school year. A teacher shall apply to the Board for such leave no later than four (4) months before its anticipated commencement.

9.15 **Jury Leave**

9.15.1 A teacher required to serve jury duty shall remain on regular salary during the term of such duty. The employee will reimburse the District by an amount equal to that paid by the court, less travel expenses.

9.15.2 The teacher must submit a copy of the pay check stub to the District Payroll Office when a payment is received from the court for jury service.

9.16 **Legislative Leave**

- 9.16.1 A teacher who is elected to the State Legislature, Congress, or a State Association office shall be entitled to an unpaid leave of absence for no more than one (1) year at a time not to exceed four (4) years. Return to the District is subject to a position being open for which the returning teacher is qualified.

9.17 **Leave Without Pay**

- 9.17.1 A teacher shall be entitled to three (3) days of absence due to personal business without pay per school year. The request shall be made in writing to the Site Administrator explaining the reason for the request. The request should be made at least twenty four (24) hours in advance. Upon recommendation of the Site Administrator the Superintendent may grant the unpaid leave.

9.18 **Military Leave**

- 9.18.1 Leaves for purposes of military service shall be granted pursuant to the Military and Veterans' Code.

9.19 **Leave of Absence**

- 9.19.1 The District may grant an unpaid leave, for a year or less, to a teacher requesting such leave for personal reasons. The replacement teacher shall be hired on the condition that the leave is granted by the District. The requesting teacher shall notify the Assistant Superintendent of Personnel in writing of his/her intent to return/resign by March 1st of the year in which the leave of absence is granted. If the leave of absence is scheduled to end prior to the end of the school year, the teacher shall notify the Assistant Superintendent of Personnel in writing of his/her intent to return/resign a minimum of sixty (60) calendar days prior to the scheduled return date. A teacher who does not submit written notice in accordance with the timelines contained in this paragraph will be processed for separation in accordance with California Education Code.

Article 10 JOB SHARING

10.1 Definition

10.1.1 Job sharing is defined as two (2) permanent employees in satisfactory status sharing one (1) full-time teaching assignment. Job sharing shall be by mutual consent of the District, administrators and teachers, and shall not result in any additional costs to the District.

10.2 Terms

10.2.1 Job sharing assignments shall be a minimum term of one (1) school year, with renewal by mutual agreement between the District, administrator and job sharers.

10.2.2 Job share participants shall be assigned to site/grade level based on credential/experience as determined by the administration.

10.2.3 The application procedure and approval for job sharing assignments must be obtained on a yearly basis.

10.2.4 The number of job share teams shall not exceed 3% of the number of bargaining unit members listed on the 184 day teacher salary schedule unless otherwise approved by the Superintendent or designee.

10.3 Application Procedure

10.3.1 A written plan/application for job sharing shall be presented to the District for approval on or before March 15th prior to the school year in which job sharing is requested. Unit members shall be informed of the status of their proposal by April 15. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial.

10.3.2 The plan must be in the best interests of the students, parents, site administrators and the District.

10.3.3 The plan must include all pertinent information concerning the assignment (i.e., description of the subject/grade level, location, and workdays, primary position holder and benefits allocation).

10.3.4 The plan shall outline how unit members are to share this assignment according to the California Standards for the Teaching Profession, and as listed on the application (i.e., organizational plan, learning environment, curriculum, assessment and reporting, and professional growth).

- 10.3.5 One unit member shall be designated as the primary position holder on the application form, as mutually agreed upon by the parties. Upon the dissolution of the job share, the Unit member designated as the primary position holder on the application form will continue in the current full-time position.
- 10.3.6 If the primary position holder leaves the job share for any reason in excess of twenty (20) consecutive duty days, the secondary position holder will become the primary position holder.

10.4 **Job Share Responsibilities**

- 10.4.1 Unit members involved in a job share shall be responsible for the instructional days in accordance with the Job Share Agreement, shall jointly attend all staff development inservices, Back-to-School Nights, Open House events and parent conferences.
- 10.4.2 The participating unit member contracted to work at the time of the meeting will attend faculty meetings.
- 10.4.3 In the event of absence for any reason that exceeds twenty (20) consecutive duty days of one of the job sharers, the other job sharer shall be required to work on a full-time basis. A unit member who is required to work a full-time schedule shall be compensated at the unit member's per diem rate of pay, and have the District health and welfare package, leave benefits, and fixed costs including State Teachers' Retirement System (STRS), prorated accordingly.

10.5 **Salary**

- 10.5.1 Participants shall be placed appropriately on the salary schedule and receive a prorated portion of the individual's yearly salary.
- 10.5.2 Teachers sharing jobs will receive salary step advancements only when they have accumulated 184 full-time equivalent workdays.

10.6 **Benefits**

- 10.6.1 The District will provide up to one (1) Health and Welfare package for the shared teaching position. The unit members involved may elect to purchase 50% of their benefits package, or may waive their benefits package. If one of the unit members declines insurance, the other unit member may receive the entire District Health and Welfare package.

10.6.2 Unit members working in such positions shall also have a prorated amount of leave benefits and fixed costs including State Teachers' Retirement System (STRS).

10.7 **Options/Procedures for the Next School Year**

10.7.1 Prior to March 15th

Job share team may reapply as a job share team, subject to Article 10, as stated above.

Either/both teacher(s) may apply to job share with new partners, subject to Article 9, as stated above.

Either/both teacher(s) may return to full-time employment and shall notify the District in writing.

10.7.2 Upon dissolution of the job share, the Unit member designated as the primary position holder will continue in the current position as a full-time teacher.

Article 11 HOURS

- 11.1 The one hundred eighty-four (184) day duty year for teachers shall consist of one hundred eighty (180) instructional Student Attendance days, three (3) Staff Development days, which will include articulation and collaboration, one (1) Teacher Prep day.
- 11.2 Instructional staff shall conduct the equivalent of one (1) Parent Conference day as per negotiated calendar. Scheduling of the teachers' duty time for the "Parent Conferences" shall be determined by the administrator and teachers at each site so as to have the most effective parent involvement.
- 11.3 Certificated employees on extended year shall attend three (3) District scheduled Staff Development days. Psychologists are excluded from District Staff Development days.
- 11.4 Non-teaching duties, which are assigned to ensure student safety, shall be equitably distributed among site-based teachers. The special needs of students assigned to site-based special education teachers will be taken into consideration by the site administrator or designee when assigning non-teaching duties. Duties and responsibilities shall be assigned by the site administrator or designee in accordance with District needs in such a manner that all site-based teachers within a school have proportionate, although not necessarily identical, duties and responsibilities.
- 11.5 Individual teachers may request, and the Site Administrator or designee may waive, the duty to remain after the school day. A waiver shall not be considered precedential or as establishing a current District practice.
- 11.6 Staff members shall attend staff meetings, lesson observation and annual evaluation conferences, Back-to-School Night, and Open House. Non-instructional certificated staff may be excluded from attending Back-to-School Nights and Open Houses with prior approval from their supervisor.
- 11.7 Staff member's professional responsibilities also include attendance at Individualized Educational Programs (IEPs), Student StudyTeams (SSTs), 504's, Student Assistance Plan (SAP) (at middle schools), meetings with parents. Every effort shall be made to schedule meetings within the duty day emphasizing the language contained in 11.11.2.
- 11.8 Staff Development days shall be scheduled in full-day increments. Any certificated employee who misses a Staff Development day without a valid excuse shall have his or her pay docked at the employee's daily rate. A valid excuse is limited to sick leave, bereavement, industrial leave, jury leave which cannot be postponed, and mandated court appearances.

11.9 **Elementary School**

- 11.9.1 Teachers shall have a forty-five (45) minute duty-free lunch period except on inclement weather day schedules when the duty-free lunch period shall be thirty (30) minutes. On inclement weather day schedules, excluding reduced days, teachers will be free to leave immediately after the buses depart unless meetings have been previously scheduled.
- 11.9.2 On Student Attendance Days, elementary teachers shall be on duty twenty-five (25) minutes before the beginning of the student day and thirty (30) minutes after the end of the student day. The length of the elementary teacher duty day shall not be affected by reduced day schedule as enumerated in 11.9.3 below.
- 11.9.3 The school day for grades 1 – 5 will be reduced each Friday which is achieved in part by the reduction of recess throughout the week to provide one hundred two (102) minutes for PLC and individual teacher responsibilities. This reduction will provide two (2) fifty one (51) minute periods: one fifty one (51) minute period for PLC and one fifty one (51) minute period for teacher responsibilities directly related to the individual classroom instruction. The order in which the two periods shall be implemented will be determined by the principal and site leadership. Nothing herein shall preclude the assignment of normal after school duties.
- 11.9.4 The kindergarten work day consists of two (2) instructional periods: (a) time with students assigned, and (b) time designated to provide instructional support for a kindergarten partner. When not engaged in (a) or (b), kindergarten teachers shall be available for assistance/assignment to support student achievement in the primary grades as determined by the site administrator. To strategize the goals of the assistance/assignment, the site administrator shall conference with the teacher(s) prior to the assignment.

11.10 **Middle School**

- 11.10.1 The four hundred forty (440) minute work day shall consist of a three hundred ninety-eight (398) minute duty day, including nutrition, and a forty-two (42) minute duty-free lunch period. The three hundred ninety-eight (398) minute duty day shall include a common preparation period of forty-five (45) minutes per day. The teacher shall devote the entire preparation time to preparation activities, and/or conferencing with students, parents/guardians of students, or employees on matters relevant to assigned duties.

- 11.10.2 The school day will be reduced each Friday to allow teachers to collaborate/articulate regarding student achievement and best practices as determined by the Superintendent, the Site Administrator, or designee. The first and third Friday of each calendar month shall be used for staff meetings, inservice meetings, Individualized Educational Programs (IEP), Student Study Teams (SST) or any other purposes as determined by the Superintendent, the Site Administrator, or designee.
- 11.10.3 When necessary for a unit member to be assigned more than three (3) different preps within the teaching day, the Site Administrators will meet with the unit member to strategize the assignment.
- 11.10.4 The administration may assign middle school teachers up to three hundred (300) minutes per day of instructional time on average during the work week. For purposes of this section, “instructional time” means time actually spent in the classroom instructing students or some alternative form of instruction such as a field trip as approved by the Site Administrator.

11.11 Instructional Minutes

- 11.11.1 Instructional minutes shall remain the same as currently contracted. The minimum number of instructional minutes is as follows:

Kindergarten	38,010
Grades 1-2	52,501
Grades 3-5	54,311
Grades 6-8	56,334

- 11.11.2 It is the intent of the parties that annual instructional minutes not be reduced and that the District continues to qualify for SB 813 longer day, longer year incentives.

Article 12 EMPLOYEE EVALUATION

- 12.1 The parties agree that their principal objective with evaluations is to maintain or improve the quality of education.
- 12.1.2 Evaluation is defined as the process of appraising the effectiveness of the performance of staff members. Procedures for evaluation shall be based on, but not limited to: The gathering of information about the staff member's performance through scheduled observations and unscheduled observations, and frequent, brief classroom walk-throughs to observe the teacher in numerous situations including reflecting conferencing.
- 12.1.3 Probationary staff members shall be observed periodically and evaluated at least once each school year.
- 12.1.4 Permanent staff members will be evaluated every two (2) years. By mutual written agreement permanent staff members may be evaluated every three (3) years if a member with permanent status is highly qualified, has a previous evaluation containing an overall rating of "meets" for each Standard 1-6, and has been employed at least ten (10) years with Menifee Union School District. The certificated employee or the evaluator may withdraw consent for the three (3) year cycle at any time. Should the consent be withdrawn by the evaluator, the certificated employee and the Association shall be provided with a written explanation for the withdrawal of consent.
- 12.1.5 The elements upon which the evaluation is based shall include, but not be limited to, goals and objectives of the teacher. Both physical and nonphysical constraints on reaching those goals shall be discussed. Assessing the quality of such performance as guided by, but not limited to, the "Criteria for Assessing Teacher Competency" as set forth in Board Policy 4115 (See Appendix) and the California Standards for the Teaching Profession (CSTP). If the criteria above changes, either party may request an additional conference to discuss such change(s). Communicating to the teacher the assessment of the quality of the performance, and recommending changes to improve the teacher's performance are the goals of the evaluation process.

12.2 **OBSERVATIONS**

- 12.2.1 After a staff member's observation, a post-observation conference shall occur within twenty (20) working days of the observation to communicate the assessment of the staff member's performance. This written record shall be referred to as the observation report.
- 12.2.2 No staff member shall have another scheduled observation until a post observation conference is held, unless mutually agreed upon by both parties.
- 12.2.3 If a post-observation conference results in a written recommendation for improvement that could lead to a "Needs Improvement" or "Unsatisfactory" rating on the final evaluation for a particular California Standards for the Teaching Profession (CSTP) standard or its element(s), the staff member shall be given no less than twenty (20) working days to implement the recommended improvements prior to another scheduled observation. This requirement does not apply to areas of safety.
- 12.2.4 The staff member shall be allowed to respond, in writing, to all portions of the observation report. A copy of the observation report shall be given to the staff member, a copy shall be placed in the staff member's personnel file, and a copy retained by the evaluator.

12.3 **Evaluations**

- 12.3.1 All evaluations shall be reduced to writing and a copy thereof shall be presented to the teacher at least thirty (30) days before his/her last school day scheduled on the school calendar for the school year in which the evaluation takes place. This written record shall be referred to as the evaluation report. The evaluation report shall be signed and dated by the teacher and the teacher shall be allowed to respond in writing to all portions of the evaluation report. Any such response shall be attached to the evaluation report. An evaluation conference between the evaluator and the teacher shall take place prior to the last school day scheduled on the school calendar for the school year in which the evaluation takes place. Commendations and/or recommendations set forth in the evaluation report shall be presented to and discussed with the teacher by the evaluator during the evaluation conference.

- 12.3.2 Any staff member receiving two (2) unsatisfactory evaluations within a three (3) year period shall have his/her salary frozen until he/she receives a “satisfactory” evaluation. Upon receipt of a satisfactory evaluation, effective the next fiscal year, the staff member will move to the next pay scale step. Column placement will continue to be based on the completion of approved units.
- 12.3.3 If the Peer Assistance and Review (PAR) Program does not exist, a staff member receiving an unsatisfactory evaluation will be placed on a “plan of assistance” by his/her administrator.
- 12.3.4 If the PAR Program does not exist, prior to the dissolution, the PAR Panel will develop and submit to the Assistant Superintendent of Personnel a recommended format for a standardized plan of assistance.

12.4 **Peer Assistance and Review Program**

12.4.1 **Mandatory Participation: Identification**

A permanent classroom teacher who receives an unsatisfactory rating in his/her final evaluation in areas of subject matter knowledge or teaching methods shall be evaluated in the succeeding year and shall participate in the District’s Peer Assistance and Review (PAR) Program designed to improve unsatisfactory performance. The PAR Program structure is contained in Article 19 of this Agreement.

At the evaluation conference, the evaluator and staff member shall generate a Mandatory PAR Evaluation Summary/California Standards for the Teaching Profession (MPES/CSTP) Summary. The evaluator shall prioritize the standards and elements thereof. This summary shall be attached to the evaluation instrument and shall be placed in the staff member’s personnel file.

Mandatory participation in PAR shall not exceed two (2) consecutive years.

A subsequent unsatisfactory evaluation will not constitute grounds for readmission to the PAR Program.

The Assistant Superintendent of Personnel shall provide the PAR Panel members with the names of teachers with an unsatisfactory evaluation and a copy of the MPES/CSTP Summary for each teacher.

On or before August 15th the PAR Panel shall assign a Consulting Teacher, described in the Article 19 to the Participating Teacher.

12.4.2 Participation

The Referred Participating Teacher shall provide a copy of the MPES/CSTP Summary to his/her Consulting Teacher at their initial conference.

The Consulting Teacher shall meet with the Referred Participating Teacher within ten (10) working days of his/her Report to duty date to discuss the PAR Program, establish mutually agreed upon performance goals, develop the improvement plan, and develop a process for determining successful completion of the program. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher's performance with students and shall meet with the Participating Teacher to review and discuss observations.

The improvement plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The improvement plan shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory in the MPES/CSTP Summary.

The MPES/CSTP Summary shall be completed by the evaluator at each Post Observation Conference, attached to the Observation Report and given to the Consulting Teacher by the Participating Teacher.

The PAR Panel's Report to the Governing Board, the Consulting Teacher's Final Report and the Participating Teacher's Improvement Plan shall be placed in the Participating Teacher's PAR file, maintained by the PAR Panel.

All communication between the Consulting Teacher, Participating Teacher and PAR Panel members shall be confidential.

12.4.3 Voluntary Participation

Permanent classroom teachers, who have not been referred to the PAR Program under Section 12.13.1 above, may volunteer to participate in a program for peer assistance coordinated by the PAR Panel members. Each year, the PAR Panel shall review the PAR budget and shall determine if PAR funds do or do not exist to support voluntary participation in the PAR Program. If a Consulting Teacher is provided, all communications between the Consulting Teacher, Volunteer Participating Teacher and the PAR Panel members shall be confidential.

12.4.4 **Permanent Teacher Due Process Rights**

The Permanent Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the PAR Panel and to have affixed thereto his/her comments. To effectuate this right, the Consulting Teacher shall provide the Permanent Teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

The Permanent Teacher shall have the right to reports of progress being made.

This Program in no manner diminishes the legal rights of bargaining unit members.

The permanent teacher shall have the right to be represented by Menifee Teachers' Association in any meetings of the PAR Panel to which he/she is called and shall be given a reasonable opportunity to present his/her point of view concerning any report generated.

Article 13 TRANSFER AND REASSIGNMENT

13.1 Definition of Terms

- 13.1.1 Assignment – placement by District upon initial employment.
- 13.1.2 Reassignment – change from one assignment (grade or subject) to another within the school site.
- 13.1.3 Transfer – change of assignment from one site to another.
- 13.1.4 Vacancy – any vacated, promotional, or newly created position in the bargaining unit.
- 13.1.5 Notice – Notification of all open positions shall be distributed through the District email for the specified time frame.
- 13.1.6 Letter of interest – a letter expressing an interest to change grade level, site or subject.

13.2 Voluntary Reassignment or Transfer

- 13.2.1 Unit members will continue in their assignment year to year. Teachers who desire a change in assignment (grade or subject) may file a written statement of such desire with the Site Administrator. The grade level assignment for a teacher in a combo class shall be the grade level taught in the year prior to the combo class formation.
- 13.2.2 Reassignment or transfers may only be considered for open positions.
- 13.2.3 In acting on requests for voluntary reassignment or transfer, the following non-prioritized criteria will be applied:
 - Instructional qualifications for the open position
 - Teaching expertise and/or credential certification for the open position
 - Individual qualifications
 - English Language Learner Certification
 - Highly Qualified Teacher (HQT) Certification
- 13.2.4 Where the foregoing factors are substantially equal, preference in reassignment or transfer shall be given to the applicant who best meets the needs of the school, as perceived by the Site Administrator.

13.2.5 If a teacher's request for voluntary reassignment or transfer has been denied, the teacher may request a written explanation of the reasons.

13.2.6 No teacher shall be overtly or indirectly pressured by the Administration to seek a reassignment or transfer.

13.3 **Involuntary Reassignment or Transfer**

13.3.1 When the District/Site Administrator determines that an involuntary transfer or reassignment is necessary the involuntary transfer/reassignment may only be made for the following reasons:

A decrease in the number of pupils at a school site which requires a decrease in staff

Class size

Elimination or changes in programs and/or funding

School closings or openings

Ineffective performance in current assignment

A critical, unfillable vacancy

English Language Learner Certification

Highly Qualified Teacher (HQT) Certification

13.3.2 No vacancy will be filled by means of an involuntary reassignment or transfer if, in the judgment of the Site Administrator, there is a qualified volunteer, as set forth in Section 13.2.3 above.

13.3.3 When the Site Administrator determines that an involuntary reassignment is appropriate, a teacher's area of competence, major or minor field of study, previous assignments, as well as the requirements of the position, will be considered in determining which teacher is to be reassigned or transferred. In addition to the above, such reassignment or transfer shall be undertaken only to meet the needs of the students of the Menifee Union School District, as perceived by the Site Administrator.

13.3.4 When the lack of a qualified volunteer necessitates an involuntary transfer, the Site Administrator shall utilize the criteria set forth in Section 13.2.3 above to determine which teacher is to be reassigned or transferred.

13.3.5 An involuntary reassignment or transfer will be made only after a meeting between the teacher involved and the Site Administrator, at which time the teacher will be notified in writing of the reason for the reassignment or transfer. The teacher has the option to have a representative of the Menifee Teachers' Association present at such a meeting.

13.3.6 Unit members shall receive notification of an involuntary reassignment by May 1. If an involuntary reassignment is necessary after that date, special considerations may be made to accommodate the member's schedule.

13.4 **Vacancies**

13.4.1 All vacancy notifications will be distributed by the District Office personnel to all certificated employees via District email for five (5) days with a hard copy posted at each site. Any unit member wishing to apply for the vacancy for the following school year (should it exist) must submit a letter of interest to the site administrator within five (5) days. If the Site Administrator wishes to hold the position for the applicant until the start of the new year, the newly-hired teacher shall be informed that the assignment is only for the remainder of the current year.

13.4.2 Teachers' requests for transfer or reassignment (grade or subject) to vacant positions shall be given careful consideration and, when in the best interest of the District as determined by the administration, unit members shall be given preference over outside applicants.

13.5 **Opening of New Schools**

13.5.1 All vacancies will be flown by the Personnel Office for five (5) days, District-wide. A copy of the notice will be e-mailed by the Personnel staff to all teachers on leave of absence. In acting on requests for voluntary reassignment or transfer, the following non-prioritized criteria will be applied:

Instructional qualifications for the open position

Teaching expertise and/or credential certification for the open position

Individual qualifications

English Language Learner Certification

Highly Qualified Teacher (HQT) Certification

13.5.2 Where the foregoing factors are substantially equal, preference in reassignment or transfer shall be given to the applicant who best meets the needs of the school as perceived by the Site Administrator. Application for an open position does not guarantee selection.

13.5.3 After two rounds, the resulting vacancy will be filled from a pool of outside candidates or displaced certificated employees via the interview process.

13.6 **Prep Time for Mid-Year Transfers/Reassignments**

13.6.1 Unit members whose transfer/reassignment involves a grade level or classroom change during the school year shall be allowed two (2) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The District shall provide assistance in moving the unit member's materials whenever a transfer or reassignment is made.

13.6.2 In lieu of release time, a transferred/reassigned teacher as described in 13.6.1 above may, at his/her option, choose to prepare his/her room during non-duty time and be compensated for two (2) days at the existing substitute teacher rate for current employees and retirees.

13.6.3 When the opening/closing of a school site necessitates transfers/reassignments of teachers only Section 13.6.2 shall apply.

Article 14 CLASS SIZE

- 14.1 Considering all appropriate resources, the District shall make reasonable efforts to maintain a district-wide teacher/pupil ratio of 30:1 in grades 6-8, 30:1 in grades 4-5, and 20:1 in grades K-3. This computation shall not include the special education classes or physical education classes. Should these ratios be exceeded, the District shall have 60 calendar days, not to include non-instructional days of the affected class(es), to return the teacher/pupil ratios to the aforementioned averages.
- 14.2 Physical Education classes at the middle school shall be exempt from the class size limit of thirty (30). The District shall make reasonable efforts to maintain a teacher/pupil ratio of one to forty-five (1:45).
- 14.3 Effective 7/1/06, "push-in" Special Day Class (SDC) students will be spread among available regular education classes, not to exceed three (3) students per class.

Article 15 HOME TEACHERS

15.1 No teacher shall be required to do home teaching.

Article 16 SAVINGS

- 16.1 If, for any reason, any section, part, term, or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. Negotiations shall be reopened on the affected portion of this agreement upon mutual agreement of the parties.

Article 17 CONCERTED ACTIVITIES

- 17.1 It is agreed by both parties that there will be no refusal or failure to perform fully and faithfully all job functions and responsibilities, and that there will be no concerted action (including a strike, sick out, slow down, or any other form of work stoppage) or other interference with operations of the District by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other employee organizations to engage in such activity.
- 17.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all employees to do so. In the event of concerted action or other interference with the operations of the Association, the Association agrees in good faith to take all reasonable steps necessary to cease such action.
- 17.3 It is understood by the parties that any employee violating this Section may be subject to discipline, including termination, by the District.

Article 18 GRIEVANCE PROCEDURE

18.1 Definitions

- 18.1.1 Grievance: A grievance shall mean a written complaint by a unit member that there has been an alleged violation, a misinterpretation or misapplication of a provision of this Agreement. Hereinafter, the term “grievant” shall include either the employee or the Association, whichever is applicable.
- 18.1.2 Grievant: A grievant is a non-management certificated employee, or the Association where applicable, filing a grievance.
- 18.1.3 Day: A day is any day in which the District’s central administrative office is open.

18.2 Purpose

- 18.2.1 The purpose of this procedure is to attempt to secure, at the lowest possible level, an equitable solution to the problems which may from time-to-time arise affecting the welfare or working conditions of a teacher under this contract. Both parties agree that these proceedings will be kept informal and confidential as deemed appropriate and that the use of these proceedings shall in no way prevent the grievant from other legal remedies.
- 18.2.2 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her immediate supervisor, and to have the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and the Association is first given a copy of the grievance and the proposed resolution and an opportunity to respond.
- 18.2.3 Since it is important that the grievance 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, however, may be extended by mutual agreement. A grievance shall not be valid for consideration unless submitted in writing to the building Site Administrator, setting forth the facts and specific provisions of the Agreement allegedly violated and the particular relief sought. Failure to file the grievance within specified time limits shall be deemed a waiver thereof. Failure to appeal a grievance from one step to another within the specified time periods provided shall constitute a waiver of the grievance.

18.2.4 Failure by the District or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal to the next step.

18.3 **Right to Representation**

18.3.1 A grievant may be represented at all stages of the grievance procedure by himself/herself or by an Association representative selected by the Association.

18.4 **Grievance Procedure**

18.4.1 Level One

Before filing a written formal grievance commencing Level Two, herein below, the grievant shall make a good faith effort to resolve the grievance with the immediate supervisor.

18.4.2 Level Two

If the grievance is not resolved through informal discussion with the immediate supervisor pursuant to Level One, the teacher must file with the building Site Administrator a written grievance on the prescribed grievance form within a five (5) day time limitation. Within five (5) days after receipt of the written grievance, the Site Administrator shall issue a decision in writing to the grievant.

18.4.3 Level Three

In the event the grievance is not resolved at Level Two, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision at Level Two. The Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the grievant.

18.4.4 Level Four

In the event the grievance is not resolved at Level Three, the decision rendered may be appealed to the Governing Board, provided such appeal is made in writing within ten (10) days after receipt of the decision at Level Three. The Governing Board shall set a time to hear the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Governing Board shall issue a decision in writing to the parties involved.

18.4.5 Level Five

If the grievant is not satisfied with the Level Four decision, or if no written decision has been rendered within ten (10) days, he or she may, within ten (10) days after receipt of the District's decision, request in writing that the Association submit the grievance to arbitration.

18.5 **Arbitration Procedure**

18.5.1 Within ten (10) days following receipt of the Association's notice, the District shall request the California State Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall choose a mutually acceptable arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

18.5.2 The arbitrator shall have no authority to add to, subtract from, or alter any of the terms and conditions of this Agreement. The arbitrator's decision shall be limited to the specific issue or issues submitted to him/her and based upon the arbitrator's interpretation of the meaning or application of the language of this Agreement.

18.5.3 The decision of the arbitrator will be final and binding and will be submitted to the District and the Association.

18.5.4 Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party requesting a copy of the transcript shall bear the expense.

18.6 **Election of Remedies**

18.6.1 This Article is not cumulative and shall be the exclusive procedure and remedy for the determination of any claim, the subject matter of which constitutes a grievance. Any unit member who brings an action on any such claim, or on whose behalf such an action is brought, in a court of law or equity, state or federal, or before any administrative tribunal, shall immediately thereupon waive any and all rights under this Article.

18.7 **Miscellaneous**

- 18.7.1 Local remedies for grievance resolution shall be exhausted before resorting to the courts to the extent allowable by law.
- 18.7.2 Until there is a final disposition of a grievance, the grievant is required to conform to the original direction of his/her supervisor.
- 18.7.3 The grievant and his/her site representative shall be allowed a maximum of thirty (30) minutes of non-instructional time to process his/her grievance unless otherwise agreed on between the parties.
- 18.7.4 No reprisals of any kind will be taken by the Superintendent, Site Administrator, or by any member of the representative of the Administration or Board against any persons involved in the processing of a grievance by reason of such participation.
- 18.7.5 The Board and Administration will cooperate with the grievant in his/her investigation of any grievance and will furnish the grievant such information as is requested for the processing of a grievance.

Article 19 PEER ASSISTANCE AND REVIEW

19.1 Par Structure

- 19.1.1 To the extent authorized by law, the District and Association desire to establish and maintain a program to provide assistance to permanent teachers employed by the District who are in need of, or desire, peer support in subject matter knowledge or teaching methods. This Program shall hereinafter be entitled the Peer Assistance and Review Program (hereinafter referred to as the "PAR Program").
- 19.1.2 The training model for PAR will be based on the California Formative Assessment and Support System for Teachers during the first year of implementation and subsequently determined by the Panel.

19.2 Par Panel

- 19.2.1 The PAR Program shall be administered by a Panel which shall consist of seven (7) members: three (3) shall be administrators selected by the District, not to include the primary evaluator of any mandatory PAR participant, and four (4) shall be certificated classroom teachers selected by the Association. The Chair shall be selected annually by the Panel. There shall be no limit to the number of terms a panel member may serve. Absent consensus, unless otherwise stated, all actions of the Panel shall be approved by an affirmative vote of at least five (5) members.
- 19.2.2 On or before April 1 the PAR Panel shall submit to the Governing Board a summary report for each Participating Teacher indicating the findings of the PAR Panel.
- 19.2.3 Administrative expenses of the PAR Panel shall not exceed five per cent (5%) of the funds received by the MUSD for the PAR Program (Education Code 44503 [e]).
- 19.2.4 The PAR Panel shall meet at least three (3) times each school year. Additional meetings will be determined based on consensus of panel members and availability of PAR funding. To meet, at least five (5) PAR panel members must be present. Such meetings may take place during the regular workday, for which PAR Panel members shall be released without loss of compensation. Meetings, which extend beyond the regular workday, or are called after the regular workday shall be authorized based on consensus approval of all PAR Panel members, and shall not exceed three (3) hours. If PAR funding is available, teacher members of the PAR Panel shall receive the teacher hourly rate from salary schedule 107 for meetings after their duty day.

19.2.5 The responsibilities of the PAR Panel shall include the following:

Selecting Consulting Teacher(s)/Support Provider(s)

Assigning Consulting Teacher(s)/Support Provider(s) to Participating Teachers

Generating a PAR Panel summary report for each Participating Teacher to include the MPES/CSTP and findings of the PAR Panel related to said document and participation in the Program. This report shall be sent to the Governing Board and placed in the personnel file

Conducting an annual review of the PAR Program, including recommendations for improvement

Preparing written guidelines for the Consulting Teachers and their activities

Refraining from taking any actions which exceed the annual budget for the PAR Program approved by the District Governing Board

Choosing training models and providing training for Consulting Teachers and PAR Panel members

Establishing its own rules of procedures, consistent with provisions of the Certificated Collective Bargaining Agreement and District Board policies/regulations, subject to consensus approval of all PAR Panel members

Monitoring Consulting Teacher(s)/Support Provider(s) on an annual basis

Meeting with Consulting Teacher(s) a minimum of once per trimester

19.3 **Consulting Teacher(s)/Support Provider(s)/(BTSA)**

19.3.1 Consulting Teacher(s)/Support Provider(s) shall have the following minimum qualifications:

A permanent teacher of the District with at least five (5) active and consecutive years of experience in classroom instruction.

Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, ability to work with adult learners, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different instructional contexts.

19.3.2 Classroom teachers may apply for a Consulting Teacher/Support Provider position on a form prepared by the Par Panel members. Notice of Consulting Teacher/Support Provider openings shall be posted at each school site for a period not less than ten (10) working days.

Selection of a Consulting Teacher(s)/Support Provider(s) shall be based on the criteria set forth in Section 19.3.1 above, and the assessment of the applicant's evaluator. Candidates selected for an interview shall demonstrate the ability to model effective classroom instruction and provide clear constructive feedback for improvement. The PAR Panel members shall treat all applications and references as confidential.

Candidates must submit two (2) letters of recommendation with at least one (1) from a classroom teacher and one (1) from an administrator at a site where the applicant works.

Upon receipt of completed applications PAR Panel members shall screen applications, and schedule interviews. Any candidate being considered for a Consulting Teacher position shall be observed in his/her classroom by a PAR Panel team consisting of one (1) teacher and one (1) administrator.

Consulting Teacher(s)/Support Provider(s) shall serve contingent upon satisfactory yearly review by the PAR Panel members.

19.3.3 Consulting Teachers/Support Provider shall have the following duties and responsibilities:

On or before March 1st, the Consulting Teacher shall complete a final report. The report shall identify the improvement objectives; the assistance provided to the Participating Teacher and a summary of the results of the assistance, including a statement whether or not the Participating Teacher has satisfactorily achieved the objectives of the Improvement Plan.

The Consulting Teacher shall provide the final report to the PAR Panel and Participating Teacher. The Participating Teacher shall sign the final report acknowledging receipt and shall have the right to submit a written response to the PAR Panel within ten (10) working days from receipt of the report.

The Support Provider shall meet with the Beginning Teacher within ten (10) working days of the Participating Teacher's report-to-duty date to discuss the Beginning Teacher Support Assessment (BTSA) program.

19.4 **Peer Coaches**

Each year, the PAR Panel members shall review the PAR budget and shall determine if PAR funds do or do not exist to support the assignment of Peer Coach(s) for that school year.

Peer Coach(s) shall have the following minimum requirements:

Permanent teacher

Have demonstrated exemplary teaching ability

Letter of recommendation from Site or District Administrator

At the beginning of each school year for which the PAR Panel determines funds exist to support Peer Coach assignments, teachers may apply for a Peer Coach position on a form prepared by the PAR Panel members. Notice of Peer Coach openings shall be posted at each school site for a period of no less than ten (10) working days.

A pool of Peer Coaches shall be established by the PAR Panel members.

In cooperation with the site administrator, the PAR Panel members shall review and select the most qualified Peer Coach from the pool for each Peer Coach assignment.

Compensation shall be at the teacher hourly rate from salary schedule 107 not to exceed twenty (20) hours per school year.

Each Peer Coach shall complete a log that is signed by the Site administrator and the teacher being coached indicating the date, time and a descriptor of service provided.

Logs shall be submitted to the Assistant Superintendent of Personnel on a monthly basis.

Assignment of Peer Coaches

Peer Coaches shall be assigned to only one teacher at a time.

Peer Coach recipients shall be determined by the PAR Panel members.

19.5 **Budget**

Consulting Teacher(s)/Support Provider(s) shall receive an annual stipend of \$2,000 for one Participating Teacher and an additional \$1,600 for the second Participating Teacher, not to exceed the ratio of two (2) Teachers per Consulting Teacher/Support Provider.

Consulting Teacher(s)/Support Provider(s) will be provided with mileage allowance and access to computer and office supplies.

In the event that a Participating Teacher assigned to a Consulting Teacher/Support Provider leaves the District prior to the conclusion of a full school year, the Consulting Teacher/Support Provider shall be compensated as follows:

6 weeks of PT = 25%

12 weeks of PT = 50%

18 weeks of PT = 75%

24 weeks of PT = 100%

All duties including, but not limited to, training activities, staff development planning and implementation relative to PAR and/or BTSA, and Consulting Teacher(s)/Support Provider(s) meetings, shall be included in the annual salary/stipend.

Release time for Consulting Teacher(s)/Support Provider(s) may be provided for training and observations as pre-approved by the panel members.

19.6 **General Provisions**

The functions performed by Consulting Teachers shall not constitute either management or supervisory responsibilities, except to the extent required by the PAR Program and the provisions contained herein.

The District shall defend and hold harmless individual PAR Panel members and Consulting Teacher(s)/Support Provider(s) from any lawsuit or claim arising out of the performance of their duties under the PAR Program.

Expenditures for the PAR Program shall not exceed the funds received by the District for the Program as specifically authorized by statute. The PAR Program shall be contingent upon the continuation of such State funding.

Nothing herein shall prevent the District from initiating disciplinary action at any time against a Participating Teacher to the extent not prohibited by law. (The Participating Teacher has the right to have Association representation.)

After the assignment of a Consulting Teacher/Support Provider, the Participating Teacher may request of the Panel the reassignment to another Consulting Teacher/Support Provider, if available. Said request must be made in writing within fifteen (15) school days of the Participating Teacher being assigned. A Participating Teacher may be granted a maximum of one (1) reassignment.

Article 20 EMPLOYEE DISCIPLINE

20.1 Discipline Short of Dismissal

20.1.1 Substantiated evidence:

All warnings, reprimands, and suspensions shall be based on substantiated evidence.

20.1.2 Confidentiality:

All reasonable steps for maintaining confidentiality shall be exercised.

20.1.3 Incompetency:

No suspension shall occur except at the express written direction of the Superintendent. Suspensions shall not be deemed appropriate in cases of purely incompetent job performance.

20.2 Recognition of Management Responsibility

20.2.1 The Association recognizes that the District has the right and the responsibility to take appropriate action for just cause which shall include but not be limited to instances of unprofessional conduct, violation of school laws as prescribed by the State of California, or the State Board of Education, or any reasonable regulations prescribed by the Menifee Board of Education or any reasonable directive given by a District or Site Administrator.

20.2.2 In exercising this responsibility the District agrees to use progressive discipline (as outlined in this Article) or corrections except where the nature of the offense or the possible consequences of repetition require immediate action by the District as outlined in Section 20.7.

20.3 Verbal Warning

Prior to any disciplinary action, the unit member shall be verbally warned that continued offenses may result in discipline. Verbal warning shall not be used unless the unit member has been made aware of the performance standard. The employee shall sign and date a receipt that he/she has received a verbal warning.

20.4 Written Reprimand

20.4.1 Upon repeated offense, the District shall issue the unit member a letter of reprimand if the member has received a verbal warning within the last twenty-four (24) months. The member of the unit shall sign the reprimand to acknowledge receipt and a copy shall be placed in the unit member's personnel file. Such written reprimand shall include directions or suggestions for corrective action.

20.4.2 Any letter of reprimand will have an active life of two (2) years after which it will be sealed and shall not constitute just cause to proceed to the next step of progressive discipline.

20.5 **Notice of Intent to Suspend**

20.5.1 Prior to serving a Notice of Intent to Suspend, the Superintendent shall meet with the employee. They shall review the charges and the employee shall be given an opportunity to respond to the charges. Based on the information presented, the Superintendent shall determine whether or not to proceed with serving the Notice of Intent to Suspend.

20.6 **Suspension**

20.6.1 When the District chooses to suspend a certificated employee for cause pursuant to this Article, the notice of such intention shall be made in writing and served in person or by certified mail by the Superintendent or designee. The Notice of Intent to Discipline shall contain the following:

- A statement of the specific acts of omission upon which the proposed disciplinary action is based
- The penalty proposed
- The education code, policy rule, or regulation violated
- The rationale for the specific disciplinary action proposed
- Copies of the documentary evidence (receipt of verbal warning, the written warning, the reprimand, and any other related material) upon which the recommendation is based

20.6.2 Suspension will not be used unless the member of the unit has received a written reprimand about similar actions. No unit member shall be suspended more than fifteen (15) working days per twelve (12) month period per incident. In all instances, however, the length of the suspension shall relate to the severity of the action and the suspension history of the unit member.

20.6.3 At the time the employee is given the Notice of Intent to Suspend, the unit member shall be notified in writing of his/her right to appeal the decision to the Governing Board for their review and decision. If the employee fails to request a hearing within five (5) working days after service of the Notice of Intent to Suspend, this will constitute a waiver of the employee's right to a hearing. The suspension may be imposed without a hearing. If appealed, the penalty shall not be applied until a decision is rendered unless such suspension is immediate as outlined in Section 20.7 of this Article.

20.6.4 If appealed, the Governing Board will hear the appeal by the next regular Board Meeting occurring at least ten (10) days after the request for appeal is received and will render a written decision within fifteen (15) days after the appeal is heard. The hearing shall be closed unless requested by the employee to be open.

20.6.5 Should the employee receive an unfavorable ruling from the Governing Board, the employee may, with the consent of the Association, appeal the decision through an evidentiary hearing as outlined in Section 20.9 of this Agreement.

20.6.6 Should the employee repeat the act which is currently being appealed by the employee, the employee may be immediately suspended.

20.7 **Immediate Suspension**

20.7.1 The exception to progressive discipline would be in instances where the nature of the offense or the possible consequences of repetition may require immediate action by the District. Such instances may include, but are not limited to the following:

- Being under the influence of alcohol or controlled substance
- Verbal or physical abuse of pupils, parents, or other employees
- Incarceration which adversely affects job performance
- Incidents that may pose a hazard to pupils, staff, property, or involve dishonesty or gross misconduct
- Insubordination, if it endangers student safety

20.7.2 In all instances the discipline shall be for just cause and members of the unit shall be provided the protection of procedural due process. Prior to immediate suspension, the employee shall meet with the Superintendent or designee to review the charges and be given an opportunity to respond to the charges. At this time the unit member shall be notified in writing of his/her right to appeal to the Governing Board for their review and decision.

20.7.3 If the employee fails to request a hearing within five (5) working days after service of the Notice of Intent to Suspend, this will constitute a waiver of the employee's right to a hearing.

20.7.4 Should the employee receive an unfavorable ruling from the Governing Board, the employee may, with the consent of the Association, appeal the decision through an evidentiary hearing as outlined in Section 20.9 of this Agreement.

20.8 **Arbitration**

- 20.8.1 With the consent of the Association, the unit member shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within five (5) working days of receipt of the Notice of Intent to Discipline. In the absence of a demand for a full evidentiary hearing, the Superintendent may impose the proposed disciplinary action after the time period for hearing demand has expired.
- 20.8.2 The full evidentiary hearing shall be conducted before an arbitrator selected pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association, and the hearing shall be conducted under those rules.
- 20.8.3 The decision of the arbitrator (hearing officer) shall be final and binding on the District, the Association, and the employee.
- 20.8.4 The cost of arbitration shall be borne equally by the Association and the District. The arbitrator is without the power or authority to change the terms of this Agreement.
- 20.8.5 The hearing will be closed unless the employee requests an open hearing within five (5) days prior to the hearing date.

20.9 **Settlement Short of Suspension**

- 20.9.1 A disciplinary action may be settled at any time following the service of Notice of Intent to Suspend. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the settlement before approving the settlement in writing.
- 20.10 This article is limited to suspensions of not more than fifteen (15) days. It does not preclude the District from taking action according to, or for reasons set forth in, Education Code 44939 or 44940. The parties recognize that provisions related to dismissal are governed exclusively by Education Code.

Article 21 PERSONNEL FILES

- 21.1 Upon request, a teacher shall have access to and the right to review material in his/her personnel file which may serve as a basis for affecting the status of his/her employment, provided that the request is made at a time when the teacher is not actually required to render services to the District.
- 21.2 The term “material” as used in this article shall not include ratings, reports, or records which (1) were obtained prior to the employment of the teacher involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 21.3 Material of a derogatory nature, except material mentioned in Section 21.2 above, shall not be placed in a teacher’s personnel file unless and until the teacher involved has been given notice and an opportunity to review and submit oral and/or written comments thereon. Any written comments submitted by the teacher within the time limit provided herein shall be attached to the derogatory material.
- 21.4 The District shall notify a teacher for whom it has received a formal written complaint. The complaint shall be investigated by the teacher’s Site Administrator or designee. If, after the investigation, the District determines the complaint is not totally without merit, unfounded, or frivolous, it shall be placed in the teacher’s personnel file. A teacher shall have ten (10) work days to review and respond to the complaint before it is placed in his or her personnel file. Any written response submitted by the teacher within the time limit provided herein shall be attached to the complaint.
- 21.5 Complaints which are withdrawn or shown to be false shall neither be placed in the teacher’s personnel file nor utilized in any evaluation or disciplinary action against the teacher.

Article 22 YEAR-ROUND EDUCATION

22.1 Track Selection

22.1.1 Unit Members who are married and are assigned to a year-round program will be given consideration for same track assignment.

22.1.2 Children of members who are assigned to a year-round program will be given consideration in being assigned to the same track as the unit member.

22.2 Notice to Off-Track Unit Member

22.2.1 The District will make a reasonable effort to notify off-track unit members of job vacancies, changes in District policies that are pertinent, and changes at their work site.

22.3 Personnel – Extended School Year

22.3.1 Bargaining unit members working year-round school extended year days (beyond the normal duty year) shall be compensated at their per diem rate.

22.3.2 Bargaining unit members working year-round school extended year shall accrue additional sick leave on a prorata basis.

22.4 Calendar

22.4.1 The placement of the prep days shall be agreed upon during calendar negotiations with at least one day taken at the discretion of unit members for classroom preparation with prior approval of the Site Administrator.

22.4.2 Length and placement of reduced days for elementary and middle school shall be agreed upon during calendar negotiations each year.

22.5 Exchanging Instructional Days

22.5.1 Unit members shall be entitled to exchange up to a maximum of ten (10) instructional days annually with another teacher on a different track, at the same or different site, provided that written approval for scheduling such days is given by the Site Administrator (same site) or Site Administrators (different sites) in advance. Exchange days shall not be taken on a track change day or scheduled District benchmark/State testing days. Additionally, exchange days will not be allowed during the first week of student attendance for the school year to which an employee is assigned.

- 22.5.2 Payback days must be scheduled at least five (5) days prior to the trade. Exchange agreements must be completed within a given school year. Failure to carry out the service obligations shall result in a loss of pay at the per diem rate of the teacher who fails the exchange agreement. The same per diem rate shall be paid to the teacher who completes the exchange agreement.
- 22.5.3 Requests must be submitted to the Site Administrator in writing at least five (5) days prior to the trade.
- 22.5.4 If the teacher who is responsible for being in the exchange assignments should be absent due to illness, the sick day shall be charged to that teacher.
- 22.5.5 The member shall be permitted to use personal necessity leave to cover the number of approved exchange days in the event of death or serious illness of his/her immediate family, or in case of accident involving his/her person or property or immediate family.
- 22.5.6 If the teacher who is responsible for being in the exchange assignment should be absent due to bereavement or jury summons/duty the absence shall be charged to the appropriate leave.

Article 23 SALARIES

23.1 The Certificated Salary Schedule shall apply through June of each year.

23.2 Classification Requirements

Class A Emergency Permit, Pre-Intern Permit, Intern Credential

Class I Bachelor's Degree and Teaching Credential

Class II Bachelor's Degree and thirty (30) semester units taken subsequent to the Bachelor's Degree

Class III Bachelor's Degree and forty five (45) semester units including an additional Certificate/Credential approved by the District or fifteen (15) semester units of a Master's Degree, or a Master's Degree

Class IV Bachelor's Degree and sixty (60) semester units with a Master's Degree or Master's Degree and fifteen (15) semester units

Class V Bachelor's Degree and seventy five (75) semester units with a Master's Degree or Master's Degree and thirty (30) semester units

Class VI Bachelor's Degree and ninety (90) semester units with a Master's Degree or Master's Degree and forty five (45) semester units

23.3 **Credit for Teaching and Step Placement**

23.3.1 Teachers are allowed year-for-year credit for comparable public school teaching experience and one-half year credit for comparable private school teaching experience.

23.3.2 Units are to be verified by official transcript or official credit certificate only. A written request by the unit member for salary advancement to another column shall be submitted to the District and coursework must be completed on or before June 30, October 31, February 28/29 to qualify for advancement July 1, November 1, March 1. In the event official transcripts are not available at the time of application, a grade card or official statement from the appropriate college/university will be accepted. Official transcripts must be into the District by April 15, August 15, and/or December 15. Failure to meet the forty-five (45) day deadline shall result in the unit member being placed back on the original column at the previous rate of pay and the unit members next salary warrant shall be adjusted in the amount equal to the repayment of the over payment. Such salary adjustment may be made without the unit member's consent.

23.4 **Unit Conversion**

23.4.1 Quarter units are converted to semester units by multiplying the quarter units by two-thirds. The District shall provide each teacher a statement of the number of units that the District has on file for him/her, upon request.

23.5 **Daily Substitute and Long-Term Substitute Salaries**

23.5.1 Daily substitutes are those employed on a day-to-day basis. These teachers are eligible for payment only for days actually worked according to District policy.

23.5.2 Long-term substitutes are those employed to replace regular teachers who are going to be absent for ten (10) or more school days, or a daily substitute(s) becomes a long-term substitute(s) when he/she has replaced a regular teacher for ten (10) consecutive school days.

23.5.3 The unit member may be employed by the District as a substitute teacher for an extended school year. If the unit member agrees to substitute while on an extended school year, he/she shall be compensated at a Column 3 of Salary Schedule 104.

23.6 **School Improvement Program (SIP) Funded Extra Duty Positions**

23.6.1 The School Site Council (SSC) members shall determine if a position is to be paid hourly or via stipend.

23.6.2 The SSC members shall determine qualifications for all extra duty positions funded from SIP.

23.6.3 All stipend positions shall be flown for five (5) days to all certificated staff at the site at which the position is located. If a qualified certificated applicant is not found, the position may be offered to other qualified person(s).

23.6.4 The minimum stipend for certificated staff shall be 4% of Column 2 Row 1 of the one hundred eighty four (184) day certificated salary schedule, paid in a lump sum in the employee's June warrant. Two or more teachers may be hired for any one position at the discretion of the SSC. If two or more teachers are selected for one position each teacher shall be compensated at a prorated share determined by the SSC of the above-referenced percentage.

23.6.5 The hourly compensation for SIP funded extra duty positions held by certificated employees shall be the rate reflected on Certificated Salary Schedule 107.

23.7 **After School Clubs**

Site Administrators and school leadership teams will develop club application forms and guidelines for their site.

After school club teachers shall be compensated at the District hourly rate on certificated Salary Schedule 107.

23.8 **Other Compensations**

23.8.1 Middle School Substitute Service Compensation

Middle School teachers who are requested by the Site Administrator to use their prep period to perform in lieu substitute service for teachers who are absent due to scheduled school business, illness, or emergencies shall be covered by the following provisions:

Such service shall be solicited on a voluntary basis. In the event that no volunteer can be obtained, employees may be assigned on a rotating basis to perform in-lieu-service;

“In lieu” is defined as the performance of substitute service by an employee during his/her assigned prep period. Compensation of such service shall be at the district hourly rate reflected on Certificated Salary Schedule 107.

23.8.2 Middle School Additional Period Compensation

If a unit member volunteers and teaches an additional period during his/her preparation period he/she shall be compensated at the rate of one sixth (1/6) of his/her annual salary.

Intersession/Curriculum Writing/Saturday School/Zero Period teachers shall be compensated at the District hourly rate on Certificated Salary Schedule 107. Acceptance of other duty compensations shall not release the teacher from his/her daily preparation period. Said preparation shall be completed on campus at a designated time as agreed upon by the teacher and the Site Administrator.

23.8.3 National Board Certification

Upon successful completion of a pre-approved National Board Certification Program the teacher shall receive reimbursement not to exceed \$2500.00

The aggregate total of said reimbursements shall not exceed fifteen (15%) of Title II (a) revenue in any given year.

Reimbursement shall be offered on a first come, first serve basis, based on a letter of intent to participate submitted to the Assistant Superintendent of Personnel on or before October 1.

Applicants will receive a response from the Assistant Superintendent of Personnel by November 1.

In lieu of reimbursement, a teacher may use documented successful completion of National Board Certification to meet the Certificate criteria (Class III) for movement on the salary schedule.

The annual compensation for Middle School Associated Student Body (ASB) Advisor shall be eleven percent (11%) of Column 2, Row 1 of the one hundred eighty four (184) day Certificated Salary Schedule. Two (2) or more teachers may be hired at the discretion of the Site Administrator to serve as ASB Advisors. If more than one (1) teacher serves as ASB Advisor, each shall be compensated at a prorated share of eleven percent (11%) of Column 2, Row 1 of the one hundred eighty four (184) day Certificated Salary Schedule. Upon successful completion of the assignment, compensation shall be paid in a lump sum in the employee's June warrant.

The annual compensation for Support Provider/Consulting Teacher(s) (see Article XIX), shall be paid monthly beginning in the January warrant.

Article 24 SAFE AND HEALTHY WORKING CONDITIONS

- 24.1 Please refer to Menifee Union School District Governing Board Policy BP 3514 and Administrative Regulation AR 3514.

MEMORANDUM OF UNDERSTANDING

The Menifee Teachers' Association and the Menifee Union School District agree that the Middle School Resource Specialists, working a two hundred fifteen (215) school year, will be compensated at the current hourly curriculum rate or the portion of the hour attended not to exceed six (6) hours and thirty four (34) minutes as agreed upon by the staff member and site administrator, for attendance at first trimester parent conferences beyond the duty day arranged by other staff members.

This MOU shall continue by mutual consent by Menifee Teachers Association and the District. The District may end the MOU by business necessity. Either party may terminate the MOU by giving notice in writing no later than sixty (60) calendar days prior to the end of a given school year to the other party.

This MOU shall be published in the Collective Bargaining Agreement.

TERMS AND CONDITIONS OF AGREEMENT Effective July 1, 2011 through June 30, 2012

Furlough days and class size per the MOU dated March 21, 2011.
Contract language contained in the Tentative Agreement dated April 14, 2011.
Extension of the MOU's specified in the Tentative Agreement dated April 14,
2011.

All contract language contained in signed Tentative Agreements, effective upon
date of ratification by the Governing Board.

Parties agree to meet after testing to discuss the following:
Receipt of Verbal Warning form

Jody Sanchez, MTA President

Date

Dr. Linda Callaway, Superintendent

Date