



**MOORPARK**  
UNIFIED SCHOOL DISTRICT

Master Agreement  
Between  
Moorpark Unified School District  
And  
Moorpark Educators' Association

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## **Preamble**

This agreement represents a bilateral and binding contract between the Moorpark Unified School District, hereinafter referred to as “District” and the Moorpark Educators’ Association, CTA/NEA, hereinafter referred to as the “Association”.

The following Articles include a three (3) year agreement adopted by and between the District and the Association. These articles and all included provisions shall become effective July 1, 2020 and shall remain in effect until June 30, 2023.

## **Ratification Signatures**

MOORPARK UNIFIED  
SCHOOL DISTRICT

MOORPARK EDUCATORS’  
ASSOCIATION

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
MEA President

## **Savings Provision**

If during the life of the Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of the Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or other shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

## **ARTICLE I: RECOGNITION**

The District confirms its recognition of the Moorpark Educators' association, CTA/NEA, as the exclusive representative of certificated employees including classroom teachers, school counselors and/or certificated management who also teach at least one-half (1/2) day at the elementary level or three (3) periods at the secondary level, education specialists, speech and language pathologists, District nurses, summer school teachers and adult education teachers who are also regularly employed by the District, teachers employed on temporary contracts, hourly teachers that are also regularly employed teachers serving an extra assignment, independent study teachers and teachers on special assignment (TOSA) and excluding all full-time management.

This recognition constitutes an agreement between the Moorpark Unified School District and the Moorpark Educators' Association to attempt to reach mutual understandings regarding matters related to salaries, fringe benefits, and other matters of mutual concern through a collaborative model.

The parties agree that they must operate in accordance with the statutory provisions of the State, and such other rules and regulations as are promulgated by the California Department of Education in accordance with such statutes.

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term and that negotiations will be conducted only at the negotiating table.

To the fullest extent of the law, the Association agrees to indemnify and hold harmless the District of any and all liability arising, whether it be sole or in the concert with others, for loss, damage, or legal liability in connection with the performance described herein.

## **ARTICLE II: NON-DISCRIMINATION**

### **Section 1.**

The District and the Association shall prohibit discrimination, harassment, intimidation, bullying and sexual harassment based on actual or perceived ancestry, age, color, disability, gender, gender identify, gender expression, nationality, immigration status, marital status, parental status, family status, pregnancy status, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics in all educational programs, school related or school sponsored activities, school attendance or employment policies which may have an impact or create a hostile environment at school as required by Title IX of the 1972 Education amendments, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the California Fair Employment and Housing Act, and other applicable laws and regulations.

## **Section 2.**

The District and/or the Association shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the Educational Employment Relations Act (EERA).

## **Section 3.**

This Article is limited to matters within the scope of representation as defined by the EERA.

# **ARTICLE III: ASSOCIATION RIGHTS**

## **Section 1. Right to Join**

The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations.

The District shall provide a ten (10) day notice of any new employee orientation and provide to the Association the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire, and provide the Association with the aforementioned certificated employee information every 120 days for all employees who are eligible to join MEA.

## **Section 2. Facility Usage**

The Association shall have the right to use institutional bulletin boards, mailboxes, equipment and the use of the school mail system and other District means of communication for the posting or transmission of information or notices concerning Association matters. The Association shall forward a copy of any general notice materials to be posted or sent through inter office mail to the Superintendent simultaneously with the mailing or posting. The Association shall have the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the rights of the Association under Government Code 3543.1(b). The Association shall schedule such usage in advance with the appropriate administrator, and previously scheduled public usage of the facility shall take precedence.

## **Section 3. Right to Information**

The Association shall, upon request, be furnished with copies of any public materials which assists the organization to fulfill its role as the exclusive bargaining representative.

## **Section 4. Released Time**



The District shall grant released time with pay to not more than six (6) designated representatives of the Association for purposes of attendance at bargaining sessions as required under Government Code 3543.1(c).

The District shall grant not more than ten (10) days of released time for Association business each year during the term of this Agreement. Such use shall be at the discretion of the Association upon advance notification of not less than five (5) work days to the Superintendent. Such days shall be used in full-day increments, and the Association shall reimburse the District in the amount of the daily cost of a substitute teacher for each day of time used. In order to safeguard the continuity of instruction for students, no employee shall use more than five (5) days without the written agreement of the Superintendent and the immediate supervisor. Granting of such released time to more than two (2) unit members on any one work day, except for purposes of arbitration, shall be subject to the availability of substitutes. Scheduling of unit members for arbitration shall be reasonable. Notwithstanding any other provision of this subsection, no released time shall be granted for purposes of participating in concerted activities.

By mutual agreement between the District and the Association, the MEA President may be released from a portion of his/her regular duties in the District and classified as a Teacher-On-Special Assignment. The MEA President shall be paid at the same salary and benefits he/she would have received on regular duty without loss of seniority and other rights and benefits.

For the term of this Agreement, MEA shall reimburse the District for the salary of the MEA President at Column 2, Step 1 of the salary schedule prorated for the amount of time released. The District agrees to cover the costs of salary related expenses and health benefit package for the released time of the President for up to .5 FTE equivalent through June 2023 with mutual agreement of the parties to re-evaluate the costs borne by the parties prior to the next renewal of the Master Agreement.

As part of the release time assignment, the MEA President will make every reasonable effort to provide services of mutual interest and benefit to the parties as jointly determined by the MEA President and the Superintendent or Designee. Such services may include:

- 1) Proactively engaging in communication and problem solving with District representatives and bargaining unit members with the objective of resolving issues before they become major conflicts or grievances.
- 2) Maintaining an ongoing and timely dialogue with the District administration with regard to new legislation or changes in District policies that may directly impact teachers. Examples include: ESEA, IDEA, state accountability requirements, induction programs, budget reduction impacts and instructional program modifications.
- 3) Promoting collaborative working relationships between all elements of the school community including classified employees, administrators, parents, students, the Board and the community.

- 4) Providing representation on District committees, contributing to newsletters, gathering data for the use of both parties in the negotiation/consultations process and assisting with the recruitment of new teachers.

The MEA and the District agree to align negotiations days and other Association business days with President's release schedule in order to maintain consistency of instruction for the students he/she is assigned to teach and the President will attend all staff meetings and staff development days at the assigned school site.

### **Section 5. Handbook/Directory**

At the first faculty meeting of the school-year, prior to the first instructional day, each bargaining unit member shall be provided with an updated staff handbook.

A District directory shall be provided without cost to the Association and each unit member no later than January 30 of each school year.

## **ARTICLE IV: DISTRICT RIGHTS**

It is understood and agreed that the District retains all of its powers and authorities to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

For purposes of this Article, emergency shall be defined as an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

## **ARTICLE V: WORKING HOURS AND CALENDARS**

### **Section 1. Instruction Time and Planning Time**

- A. Instruction time shall be defined as the number of minutes per day teachers spend in direct instruction, exclusive of planning, recess, lunch, nutrition and, at departmentalized levels, passing periods. Instruction and planning time shall be as follows:

TK & K: 270 minutes of instruction time per day on Monday through Thursday, with at least 220 minutes of instruction time on Fridays. Also on Monday through Thursday, the District shall provide at least 40 minutes of aide time during afternoon student recess/nap time so that TK and K teachers may prepare, plan, and coordinate with other teachers. There shall be 2 hours and 15 minutes for planning on Friday.

Grades 1 – 3: 300 minutes of instruction time per day on Monday through Thursday, with at least 220 minutes of instruction time on Fridays. There shall be 2 hours and 15 minutes for planning on Friday.

Grades 4 – 5: 325 minutes of instruction time per day on Monday through Thursday with at least 220 minutes on Friday. There shall be 2 hours and 15 minutes for planning on Friday.

Grades 6 – 8: For the two comprehensive middle schools, at least 260 minutes of instruction time per day Monday through Friday, with one (1) additional period of at least fifty (50) minutes for planning or alternatively, to accommodate testing schedules for state and District mandated assessments, and equivalent time allotment for both instruction and planning. At the two comprehensive middle schools (CMS and MVMS) the side letters of agreement which provide for weekly collaborative meetings/PLCs shall remain effective until the parties mutually agree to alter them. At the two comprehensive middle schools, the school day may begin at 7:50 a.m.

At Campus Canyon (a K-8 school), the parties shall develop side letter agreement that provides for collaborative meetings/PLCs and addresses the alternative daily schedule for Grades 6-8 at that school. At Campus Canyon, the school day for grades 6-8 may begin at 8:15 a.m.

Grades 9 – 12: At the comprehensive Moorpark High School, 293 minutes of instruction time per day Monday through Friday, exclusive of Wednesday, with one (1) additional period for planning of at least fifty-eight (58) minutes or alternatively, to accommodate testing schedules of State and District mandated assessments, an equivalent time allotment for both instruction and planning. 231 minutes of instruction time on Wednesdays, with one additional collaborative meeting of at least fifty-five (55) minutes, and one (1) additional period for

planning of at least forty-seven (47) minutes or, alternatively, an equivalent time allotment for both instruction and planning.

Wednesday mornings shall be used for the collaborative meetings. These collaborative meetings are in lieu of any faculty meeting required outside of the regular workday. Each month, two (2) of the collaborative Wednesdays shall be designated as the regular faculty and academic department meetings. A third collaborative Wednesday of the month shall be scheduled as a PLC meeting (for planning within grade levels, course specific groups, and data teams). On the fourth collaborative Wednesday of the month, teachers shall attend the collaborative activity of their choice, which may include, but not be limited to, subject area meetings, data team meetings, cross-curricular meetings, AVID, academies, subgroup meetings, IEPs, tech training and any other approved activities. In the event that month does not have four (4) Wednesdays, the collaborative meeting allowing for teacher choice shall not be scheduled. In the event that any one month has five (5) Wednesdays, teachers shall not be required to attend a fifth collaborative meeting but may elect to use this time for planning on their own. Prior to the beginning of the school-year, the principal and the site leadership team shall produce a year-long master calendar specifying the type of meeting to be conducted on each Wednesday.

The parties recognize that teacher attendance at collaborative/PLC meetings is integral to the success and intent of the meetings. The parties acknowledge that these collaborative meetings and this language are a product of site based decision making and that any changes to these provisions, including the specified day of the collaborative meeting, may be affected through the same process and standards used to implement the language.

This language supersedes the language contained in Article III, Section 3. Faculty Meetings, paragraph A.

At Moorpark High School, the school day may begin at 7:00 a.m.

Grades 9 – 12: At the High School at Moorpark College, the school day for grades 9 through 12 may begin at 8:00 a.m.

- B. When a teacher in a departmentalized grade level substitutes for another teacher during his/her planning period, he/she shall be compensated at the rate of one-sixth (1/6) of the daily rate at Class II, Step 1 of the certificated salary schedule. A teacher may be assigned to substitute no more than two (2) times a month, but may voluntarily accept more than two such assignments during a month.
- C. A teacher may voluntarily substitute for another unit member without compensation any number of times. The prior consent of the site administrator is required for each voluntary substitution.

- D. A teacher in a departmentalized grade level may volunteer to teacher during his/her planning period, and the teacher shall be compensated one-fifth (1/5) of his/her daily rate as calculated on the regular certificated salary schedule for each extra period the teacher is listed as the teacher of record. This voluntary extra assignment still requires the teacher to perform planning period work. The teachers shall be selected on a rotating basis from appropriately credentialed teachers who are available. The rotation shall be determined on a school-year basis, unless the course is a semester or trimester long course.

## **Section 2. Site Time**

- A. Site time shall be defined as the number of hours per day teachers are expected to be on site, including instruction time and planning, recess, lunch, nutrition and, at departmentalized levels, passing periods. Site time shall not typically exceed seven (7) hours per day.
- B. Teachers shall be free to leave at the dismissal of their students:
- 1) On days when the teacher returns after regular hours for a District program; or to hold parent conferences as set for in Section 5 B.
  - 2) On not more than four (4) additional days each year during the term of this Agreement for attendance at Association general meetings (such meetings shall not be scheduled on minimum days and will be held on District property).
  - 3) On days before legal holidays and spring recess.
- C. On days when employees are scheduled to work but pupils are not scheduled to be present, the workday shall be seven (7) hours.
- D. Elementary Grades Recess: In grades 1 through 3, there shall be at least 25 minutes per day of recess time during the school day schedule Monday through Thursday, or an equivalent time allotment per week. On Friday, in grades one through three, recess shall be 15 minutes. In grades four and five, there shall be at least 15 minutes of recess time during the school day schedule or an equivalent time allotment per week. The District will provide non-teaching personnel for the purpose of supervising fifteen (15) minutes of the daily recess requirement in grades one through five.
- E. School Schedule Changes. At each school site, the principal and faculty may make changes in the school day schedule to accommodate such things as: test administration, assemblies, or program schedules. Such site level discretion does not include the changing of start and ending times of the school day. Any changes in the school day schedule shall be in accord with the parameters of this agreement unless a side letter of agreement is in place. Any substantive change (in terms of cost or impact) in the work day schedule shall be subject to District approval.
- F. The District and the Association recognize that teachers are responsible for scheduling parent conferences and other student-related meetings, including IEP, 504, and other meetings with parents which are additional services for English learners, students who

are socioeconomically disadvantaged, and those who are foster youth. Bargaining unit members shall be available for parent-teacher conferences and meetings with students to support academic achievement, personal, social, and academic development. These meetings may extend beyond the regular work day; however, the duration of the meetings should not exceed 30 minutes. The intent of this provision is to allow for occasional before and after-hours student support in order to meet the needs of all students. Every effort will be made to limit the frequency and duration of these meetings. Such conferences whenever possible shall be scheduled within the regular site time.

### **Section 3. Staff and Collaboration Meetings**

- A. School sites may schedule faculty meetings not to exceed two (2) per month scheduled to begin within ten (10) minutes following students' dismissal, if held after school. School site unit members shall attend all scheduled staff meetings.
- B. The Principal shall provide bargaining unit members an agenda prior to the meetings. Any informational items will be reduced to print insofar as possible. Meetings shall be scheduled to last no longer than one (1) hour. No faculty meeting shall be scheduled on any day immediately preceding a vacation or holiday.
- C. In the rare event that a unit member is unable to attend a staff or collaboration meeting, unit members shall be responsible for all information presented at staff and collaboration meetings.
- D. In addition to the above, unit members are encouraged to request a meeting with his or her immediate supervisor to discuss any work-related problems in an effort to clarify the issue and work cooperative towards settlement.

### **Section 4. Lunch Period**

- A. Unit members shall be entitled to a duty-free uninterrupted forty (40) minute lunch period.
- B. The lunch period shall be not less than forty (40) minutes at grades TK-12. For grades TK-5, in the event of an emergency or severe inclement weather, the lunch period may be temporarily reduced after all other options have been exhausted. In the event of the aforementioned emergency or severe inclement weather, there shall be at least a thirty (30) minute lunch period.

### **Section 5. Duties and Approved Activities**

- A. The District shall attempt to minimize bus and yard duty for classroom teachers. There shall be equitable distribution of such duties and other personnel shall be used to decrease teacher coverage as much as possible. If requested, the Superintendent shall meet with the Association once per semester to discuss any problems in this area.

- B. Teachers shall participate in Back-to-School Night and one additional program for parents per school year. Also, during parent conference weeks, one (1) evening may be set aside for parent conferences and unit members will participate if needed.
- C. Teachers in grades TK-5 shall not have bus duty on Friday afternoon.

## **Section 6. Work Calendars**

- A. The District and the MEA agree that a work calendar for each subsequent school year shall be mutually developed by June 1, of each calendar year through a meet and confer process. (School year calendars Appendix D and Appendix E.)
- B. The number of scheduled workdays for unit members shall be one hundred eighty-five (185) per school year, unless otherwise agreed upon. Students shall be scheduled to be present for one hundred eighty (180) of the scheduled workdays, with the remaining five (5) workdays scheduled as full inservice days each school year during the term of this Agreement. Two (2) of the inservice days shall be scheduled at the beginning of the school year. Of the two (2) scheduled inservice days at the beginning of the school year, individual teachers may choose to spend one and one half (1 ½) of the days for classroom preparation and legally mandated trainings. The remaining three (3) inservice days shall be scheduled as full staff development days with input from the Association as to the placement on the school year calendar. On inservice days, the amount of time allotted for lunch shall not be less than one (1) hour.

MUSD recognizes the extra time needed by special education staff to prepare for caseload management for their students for the new school year and communicate their needs to other staff members in order to ensure a successful year for students. Beginning with the 2019 – 2020 school year, an additional one (1) paid day shall be added to the school year calendar and salary schedule for Special Education staff to be taken the day prior to the first paid day of the school year for all other certificated unit members. Personnel who qualify for the additional paid day include RSP teachers, Special Day Class teachers, Full Inclusion Specialists, and Speech/Language Pathologists. Special Education unit members shall use this additional paid day to prepare and plan for their caseloads for the school year.

- C. District nurses may be assigned to by the Superintendent to work up to one hundred ninety-two (192) days per school year. The additional days of work will be paid at the unit member's daily rate which is based upon the unit member's placement on the certificated salary schedule.
- D. Minimum days may be scheduled by the District as follows:
  - 1) In Grades TK-5, up to forty-two (42) days, inclusive of Fridays,
  - 2) In Grades 6-8, up to eight (8),
  - 3) In Grades 9-12, up to seven (7), with at least four (4) days used for exams.

- E. Full day staff development programs may be scheduled at the discretion of the District. Students will not be present and site time shall be as provided in Section 2.A.
- F. The District, after consultation with the Association, may schedule up to an additional two (2) hours of inservice training per quarter of a school year beyond the regular site time. Unit members who are required to participate in such inservice shall receive extra pay at the hourly inservice rate established by Article XV, Salary Schedules.

### **Section 7. Early Release of a Unit Member**

A principal may release a unit member before the end of the required amount of site time, but after all responsibilities directly related to students, for the purpose of personal emergencies and medical appointments. Such release shall not be considered a leave of absence and there shall be no loss of pay.

## **ARTICLE VI: ASSIGNMENTS, RESIGNATIONS, TRANSFERS, FILLING OF VACANCIES**

### **Section 1. Split Assignments**

Split assignments shall be made with the consent of the affected bargaining unit member, except for the following assignments: nurse, school counselor, and education specialists. If the District determines there is a need to split the assignment of any of the aforementioned exceptions, the parties agree to meet prior to the split assignment to determine the structure and details of the split assignment. The District shall reimburse bargaining unit members serving in split assignments for mileage between schools at the current IRS rate.

A split assignment shall be defined as work with in the regular workday at two or more schools. Coaching assignments or other paid extra-duty assignments do not constitute a split assignment.

Traveling shall not be done on planning time or lunch. A reasonable amount of time shall be allowed for travel.

### **Section 2. Summer School and Adult Education**

#### Hiring and Assignments

- A. District Summer School vacancies shall be posted. Summer School teachers will be selected by the Summer School Principal on a priority basis:
  - 1) Credential qualifications
  - 2) Current teaching assignment
  - 3) Prior successful experience teaching summer school within the last five (5) years
  - 4) Subject-specific experience
  - 5) Department-specific experience
  - 6) Prior experience or training in content area (may require Board Authorization)



- B. After a teacher has taught Summer School for three (3) consecutive years, the position shall be made available to other bargaining unit members.
- C. Summer School positions shall be offered to bargaining unit members first. If no qualified bargaining unit members apply, then other candidates will be considered.
- D. Job sharing proposals shall be considered. Proposals should be submitted to the Summer School Principal for approval.
- E. Adult Education teachers are considered to be temporary and hourly, with assignments based upon actual student enrollment. Adult Education teachers must apply to the program, and teachers will be hired for the length of the course. Qualifications for Adult Education teachers include: holding the appropriate credential, prior experience teaching the subject and/or content area, and demonstrated effectiveness of instruction of adult learners. The Principal of the Adult Education Program will provide teachers with feedback regarding the effectiveness of their performance in their Adult Education assignment.
- F. All positions for Summer School and Adult Education teachers shall be subject to enrollment. Should the enrollment drop significantly, causing the class not to be economically feasible, the class may be cancelled.

#### Compensation and Hours of Employment

- A. Each Summer School teacher will be paid one preparation day equal in time to the length of an instructional Summer School day (including the initial faculty meeting) for planning and classroom set-up, and two hours at the conclusion (for completion of grades and check-out procedures) for the Summer School teaching assignment.
- B. Materials for Summer School will be provided by the District. Secondary teachers who are required to print tests and other documents shall be provided with enough paper and other required supplies necessary to conduct the course of study.
- C. A Summer School day for teachers in the Extended School Year (ESY) program shall be four and one-half (4 ½) hours. There shall be four (4) hours of instruction (including a fifteen (15) minute break) and thirty (30) minutes each day for the purpose of planning.  
  
A Summer School day for secondary teachers shall be three and one-half (3 ½) hours. There shall be three (3) hours of instruction and thirty (30) minutes each day for the purpose of preparation. Secondary teachers may schedule up to a fifteen (15) minute break during each daily session after consulting with the principal. The principal shall arrange schedules at each Summer School Site.
- D. Summer School shall run for nineteen (19) instructional days for ESY students and twenty-four (24) instructional days for secondary students, subject to specific state

mandates. Specialized programs may have a different schedule in order to align to specific mandates, grant requirements, and student needs.

- E. The District and the Association shall meet and mutually agree upon the terms of other Summer School programs not mentioned herein.

### **Section 3. Travel**

Should a bargaining unit member be required by the District to travel outside of the District boundaries, the District shall reimburse the bargaining unit member for actual, necessary, and reasonable costs. The District may require verification of claims other than mileage. Mileage shall be compensated at the current IRS rate.

### **Section 4. Transfer**

#### **A. Definitions**

- 1) Transfer shall be an assignment of a bargaining unit member from one school to another.
- 2) A voluntary transfer shall be a transfer initiated by a bargaining unit member.
- 3) An involuntary transfer shall be a transfer initiative by the District.
- 4) A displacement is a transfer of a bargaining unit member due to a need to reduce or redistribute teachers from a school site.
- 5) For the purposes of this Article, seniority shall be defined as the employee's hire date as determined by the District Seniority List.
- 6) Educational needs of the District refers to the District's need to properly staff schools according to teacher credential qualifications, teacher experience and training in specific strategies and programs that support students, student population, and enrollment.

#### **B. Voluntary Transfer**

- 1) The District shall not be obligated to post vacancies that occur during the school year.
- 2) Vacancies to be filled for the following school year, including positions occupied by temporary teachers, shall be posted for not less than five (5) working days.
- 3) Requests for transfer by probationary teachers shall be considered only at the discretion of the District.
- 4) Temporary teachers will be considered as outside applicants for the purpose of the section.
- 5) A bargaining unit member who requests to be kept informed of vacancies during the summer shall be notified by the personnel office of vacancies for which he/she is qualified. Such requests shall be in writing and shall be submitted no later than the last day of the school year during the term of this Agreement. The request shall be valid until the opening of school.

- 6) The District shall consider transfer requests from all eligible bargaining unit members who have filed a transfer request prior to the end of the posting period according to the following criteria:
  - a. Educational background including education, credentials, and training related to the vacancy
  - b. Experience in the grade/subject of the vacancy
  - c. Receiving school principal's approval
  - d. Prior evaluations of bargaining unit member for up to four years
- 7) When two or more bargaining unit members have substantially the same qualifications as defined in B.6. above, the bargaining unit member with the most seniority shall be transferred.
- 8) The District shall utilize voluntary transfer rather than involuntary transfer when such will achieve the District's purpose for the transfer.
- 9) The District may deny or delay a transfer request when, at the discretion of the District, the transfer will result in a negative impact on the educational program.
- 10) If a voluntary transfer is denied, the bargaining unit member, upon request, shall be provided with the reason for the denial in writing.

#### C. Involuntary Transfer

- 1) Notice of involuntary transfer shall be given as soon as practicable.
- 2) Involuntary transfers shall be based on the educational needs of the District.
- 3) Teachers involuntarily transferred shall, upon request, be provided with the reason for the transfer in writing
- 4) A bargaining unit member who is involuntarily transferred shall receive up to two (2) days, or fourteen (14) hours, of time paid at the non-instructional rate for the purpose of new assignments orientation and/or setup.

#### D. Displacement of Bargaining Unit Members

- 1) Displacement of bargaining unit members shall only occur to reductions in sections/classes, the opening/closure of a school, or the elimination or creation of a program.
- 2) If it is necessary to displace bargaining unit members, volunteers shall be sought first.
- 3) If the number of positions to be eliminated exceeds the number of voluntary transfers, the bargaining unit member(s) with the least seniority, as determined by the District Seniority List, shall be displaced until the number is met.
- 4) For two (2) successive years after a bargaining unit member is displaced, the bargaining unit member shall have the "right of first refusal" to transfer back if positions become available at the site from which the bargaining unit member was displaced. If multiple bargaining unit members were displaced from the same site, the District Seniority List shall be used to determine the order of who is asked back. This clause shall pertain only to bargaining unit members who have permanent employee status.

- 5) The District shall distribute displacements in successive years as equitably as possible. The parties may mutually agree that members shall not be displaced in two (2) consecutive years.
- 6) Displacements shall be based on the educational needs of the District.
- 7) A bargaining unit member who is displaced shall receive up to two (2) days, or fourteen (14) hours, of time paid at the non-instructional rate for the purpose of new assignment orientation and/or set up.

## **ARTICLE VII: CLASS SIZE**

The District shall establish class size in accordance with Education Code requirements. The District shall maintain target teaching assignments. Homeroom classes of fifteen (15) minutes or less shall not be counted in the target teaching assignment. In the scheduling of classes, the first priority for lower class size shall be given to academic core subjects. The parties agree to work on equitable student/teacher assignments, efficient period allocation, and timely attention to scheduling issues at sites.

- A. The District and the Association agree to the following class size targets:
  - 1) Grades TK-3: average of 24 students and in accordance with Education Code class size requirements.
  - 2) Grades 4-5: target of 32 students with a \$1000 stipend for each student over 32 and shall not exceed 35 students. Stipends will be prorated according to class size.
  - 3) Grades 6-8: target of 35 students/175 total; PE target of 45 students.
  - 4) Grades 9-12: target of 36 students/180 total; PE target of 50 students.
- B. Classes at the middle and high school level in ASB/student government, performing arts, band, and chorus shall have a target class size of fifty (50) students per period.
- C. Elective classes at the secondary level, such as athletic PE, marching band, tall flags, drill team, may have a higher class size than the target in A. of this Article with the consent of the teaching staff assigned.
- D. The District agrees to assign pupils to classes in such a manner as to nearly as possible equalize the teaching load within grade levels or subject discipline areas.
- E. The MEA president and the Assistant Superintendent for Personnel will schedule a meeting during the first month after school starts, and subsequent meetings as needed, to review staffing with the intent to resolve issues relative to this Article.

## **ARTICLE VIII: SAFETY**

It is understood that safety standards and procedures for enforcement are adequately covered in portions of the government code and shall not be duplicated within this Agreement.

The Moorpark Educators' Association reserves the right to appoint two members to the District Safety Committee.

The District shall make available to teachers copies of laws covering the discipline and rights of pupils. Pursuant to Education Code 49079, the District also shall notify teachers if it has reliable information that students under their supervision have been convicted or disciplined for violent behavior or for the possession of weapons.

- A. The District and the Association have an important interest in providing a safe, healthful working and learning environment for employees and pupils.

In this Article the following definitions apply:

- 1) Workplace – All District property and any place away from the District or where it is visible from the school site and/or District students are engaged in a school related activity.
  - 2) Scope of Employment – Any duties performed as a District employee. Exclusions are: conferences, MEA and District social functions where District students are not present.
  - 3) Reasonable Suspicion – A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that an employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. It may be based on reliable information that the employee is currently using or has recently used or possessed a controlled substance, or open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as, but not limited to, slurred speech, red and/or watery eyes, unsteady gait, dilated pupils, or sleeping on the job.
- B. Vaping, smoking, using THC and use of tobacco products shall be prohibited on District property, including District parking lots, and in vehicles owned and operated by the Moorpark Unified School District. This shall apply to all buildings, grounds, and vehicles, as well as employees acting within the scope of employment while off campus.
  - C. The District encourages and will reasonably assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation through available health benefits. The District will reasonably accommodate any employee with an alcohol or drug dependency, as long as such reasonable accommodation does not impose an undue hardship on the District. Sick leave and/or contractual unpaid leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. An employee may be permitted to participate in out-patient treatment and/or in-patient treatment before a final dismissal.

- D. All employees must notify the Superintendent in within five (5) days of any drug statute conviction or of any under the influence of drugs or alcohol conviction for a violation occurring in any workplace or while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence by any judicial body.
- E. No employee shall manufacture, distribute, dispense, possess, consume, use, or be under the influence of alcohol or any controlled substance, including THC, in the workplace or when acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possesses, consumes, uses, or is under the influence of alcohol or other controlled substance, including THC, at any workplace or while acting within the scope of employment or who is convicted of driving under the influence of alcohol or a controlled substance, including THC, with a pupil or another employee while acting within the scope of employment is subject to discipline up to and including termination, even for a first violation depending on the facts of the case.

Mere possession of sealed liquor products in a member's vehicle is not in and of itself a matter for discipline unless otherwise prohibited by law.

The terms illegal drugs and controlled substances include all chemical substances or drugs, including THC, listed in any controlled substance laws or regulations, such as the Federal Controlled Substances Act and California Health and Safety Codes, Sections 11054 to 11058.

The possession or use of prescription drugs under and consistent with the specific directions of a physician, which do not seriously impair the performance of an employee or render the employee unfit to work with children are not prohibited.

- F. The District has the right to search any District property, such as desks, lockers, cabinets, or other property at any time for any reason. However, a bargaining unit member's locked desk may not be searched unless there is reasonable suspicion related to prohibitions concerning drugs or alcohol.
- G. A District official with authorization from the Superintendent or his/her designee may inspect an employee's personal property when there is reasonable suspicion to believe that the employee is in violation of the prohibitions concerning alcohol, illegal drugs, or controlled substances, including THC, and the employee is advised about the reason for the inspection. The employee may request an Association designated representative to be present during the inspection.

An employee's personal property will not be inspected without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to an inspection after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the facts of the case.

H. The District, when there is reasonable suspicion, may request that an employee submit to drug and alcohol testing. Reasonable suspicion normally requires either information from a person who is known and whose credibility can be carefully weighted or another reasonable ground for suspecting that the testing will turn up evidence that prohibitions concerning alcohol, illegal drugs, or controlled substances, including THC, have been violated. A reasonable ground includes but is not limited to the employee appearing to be under the influence of alcohol or drugs, the employee being found in possession of alcohol or suspected controlled substances, including THC, the employee being involved in an accident whose nature indicates impairment of ability of judgement or the employee being involved in an incident in which a safety precaution was violated or a careless act was performed. The District also may request that an employee submit to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to such testing. No discipline shall be imposed, however, unless the employee is advised about the reason for the testing and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the facts of the case.

Any consent or refusal to submit to the testing shall be in writing. If the employee consents to the testing, the employee also shall authorize in writing the release of the medical information. If the employee consents to the testing but refuses to authorize the release of the medical information, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence. If the employee refuses to release the medical information to the District, it will not be available to assist the employee in any decision regarding discipline.

The District representative and the Association representative, if requested by the employee, may be present according to the policy and procedures of the lab or clinic and should escort the employee to the independent laboratory and/or clinic.

The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:

- 1) Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substance.
- 2) Preserve and mark all specimens yielding positive results.
- 3) Return the lab report and any other information showing results to the District with written consent of the employee as specified in Section H. of this Article.

If the first laboratory test shows positive results, the specimen will be tested again using a different test methodology. The employee may be asked to provide an additional specimen under the procedures described above.

Any second test must confirm a positive first test for evidence of alcohol or drug use.

A District representative will attempt to interview any employee where a test shows positive results. The employee will be given an opportunity at such interview to explain the positive test result. If such explanation is satisfactory to the District representative, no discipline shall result from this test.

- I. Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
- J. The District agrees to hold harmless, save and defend the Association and any officer, agent or employee thereof from any and all liability for damages or attorney's fees and costs arising out of any claim against the Association or such person or persons concerning the interpretation or application of these drug testing provisions.
- K. The District and the Association intend that these provisions shall be interpreted so as to give effect to all constitutional and statutory rights of employees, and to provide employees freedom from unreasonable searches.

## **ARTICLE IX: DISCIPLINE**

The District and Association agree that maintaining an engaging, safe, and secure environment is essential for teaching and learning. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with teachers and other adults at school. Teachers cannot provide the highest level of instruction and engagement to promote student success if there are frequent disruptions by students. The District and Association are committed to positive and consistent discipline protocols within our schools. We acknowledge that consequences must exist for behaviors that threaten the safety of others and interfere with learning. Together we are committed to promoting practices that support positive relationships and strengthen school climate to minimize interruptions and maximize student learning.

### **A. Student Discipline**

- 1) A written description of the rights and duties of bargaining unit members and administrators with respect to student discipline shall be presented to each bargaining unit member in the staff handbook prior to the first day of instruction of the school year.
- 2) The Board shall not take disciplinary action against a bargaining unit member who uses restraining force against a student unless and until the District has conducted an investigation to determine the factual circumstances of the need for such restraining force.



- 3) Bargaining unit members shall report in writing to their immediate supervisor, as soon as possible, any practice, condition, or act which threatens the health or safety of students, unit members, or other staff.
- 4) District management shall investigate such matters described in A. 3) above and take the appropriate action deemed reasonable and appropriate to correct or modify the condition.

#### B. Employee Discipline

The District shall have the right to discipline unit members for sufficient cause. Appropriate, progressive discipline shall be followed in cases of disciplinary action. The following steps will be utilized in sequential order; however, the process may be initiated at any level if, in the opinion of the supervisor, such action is warranted:

- 1) Verbal or written warning not to initially be placed in personnel file;
- 2) Meeting with administrator and the unit member followed by a written Conference Summary memorializing the meeting. The Conference Summary will not initially be placed in the personnel file unless further disciplinary action is required;
- 3) Letter or warning or reprimand placed in the personnel file with notice of possibility of future appropriate discipline;
- 4) Appropriate additional discipline which may include, but is not limited to, suspension with or without pay for a period of time not to exceed that which is specified in Education Code 44932.

#### C. Procedures to implement Education Code Section 44948.3

With respect to probationary employees, the following provisions shall apply:

The parties acknowledge that such probationary employees may be dismissed during the school year without pay for a specified period of time under Education Code Section 44948.3. The reasons sufficient to dismiss or suspend during the school year without pay such probationary employees are:

- 1) Unsatisfactory performance determined pursuant to the Stull Act (Education Code Sections 44660, et. seq.)
- 2) Cause as defined in Education Code Section 44932

## **ARTICLE X: EVALUATIONS**

The parties agree that the purpose of the formal evaluation process is to review and rate teachers' performance and effectiveness in the classroom, ensure quality teaching, enhance student learning, recognize and/or improve practice, and offer a system of support, if necessary.

#### A. Stull Act Evaluation Procedure to Assess Employee Competency

The District shall evaluate and assess employee competency as it reasonably relates to:

- 1) The progress of pupils toward the standards of expected student achievement at each grade level in each area of study and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments;
  - 2) Instructional techniques and strategies used by the employee;
  - 3) The employee's adherence to curricular objectives;
  - 4) The establishment and maintenance of a suitable learning environment, within the scope of the employee's job responsibilities;
  - 5) Additional evaluation and assessment guidelines or criteria related to an employee's job responsibilities;
  - 6) The evaluation and assessment of employee competence pursuant to the Stull Act Evaluation Procedure shall not include the use of publishers' norms established by standardized tests.
- B. The evaluator and the employee shall meet for a pre-evaluation conference not later than November 1 to review any specific goals and objectives in addition to those listed in A. 1. The evaluator and the employee shall attempt to reach agreement on the specific goals and objectives. If the evaluator and the employee do not reach a mutual agreement on the employee's specific goals and objectives, the evaluator shall have the right to make a decision on such specific goals and objectives. The employee may attach a written statement indicating his/her disagreement with the specific goals and objectives.
- C. Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place. Upon receipt of an evaluation, a conference shall be scheduled between the evaluator and the employee to discuss the evaluation. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file.
- D. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis
- 1) At least once each school year for probationary personnel,
  - 2) At least every other year for personnel with permanent status, and
  - 3) At least every five (5) years for teachers with permanent status who have been employed for at least ten (10) years with the District and are fully credentialed to teach the subject are and whose previous evaluation rated satisfactory.

The evaluation shall include recommendations, if necessary, as to areas or improvement in the performance of the employee. In the event an employee is not performing his or her duties in a satisfactory manner according to the standards prescribed by the Board, the District shall notify the employee in writing of such fact describing such unsatisfactory performance. The District shall thereafter confer with the employee

making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance.

When any permanent certificated employee has received an evaluation with a rating that is less than satisfactory, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.

- E. No employee shall receive an unsatisfactory evaluation unless there were at least two classroom observations during the school year of at least thirty (30) minutes in duration prior to the unsatisfactory evaluation. These two (2) classroom observations shall be followed by a written observation report within ten (10) workdays or a post-observation conference within ten (10) workdays.

The teacher and evaluator shall meet prior to the first observation to mutually determine the actual date and time of the classroom observation, the class procedures, and the techniques and objectives of the lesson. If the teacher and evaluator are unable to agree on these matters, the evaluator may schedule the first classroom observation within 48 hours.

- F. A post-observation conference shall be held within ten (10) workdays of any observation if requested in writing by the employee. The time periods in this provision F. and in provision E. shall be set aside during any period in which the employee or the evaluator is ill or absent.
- G. Any evaluation performed pursuant to this procedure which contains a rating that is less than satisfactory of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District. If an employee is required to participate in such a program the program shall relate to the less than satisfactory rating.

An employee shall not be required to participate in such a program unless an attempt is made to reach an agreement on the nature of the program with the employee. Should the employee and the evaluator fail to reach an agreement on the nature of the program, the Superintendent shall determine the nature of the program.

Release time shall be provided when required by the nature of the program or plan.

The program shall not require costs to the employee unless agreed to by the employee.

If the plan includes peer participation, the relationship between the participating teaching and his or her peer should be confidential.

Any certificated employee who receives an unsatisfactory rating on an evaluation may participate in the Peer Assistance and Review Program for Teachers pursuant to Education Code 44500.

H. The immediate supervisor or his/her designee, shall contact evaluations.

Bargaining unit members shall not evaluate other bargaining unit members.

In the case of an additional evaluation because of an unsatisfactory rating, an employee may select a monitor to conduct an observation with the evaluator. This monitor shall be a member of the bargaining unit who shall be certificated and have expertise, including recent experience, in the type of activity for observation. If a monitor is used, any observation should be discussed with the evaluator and the employee, and should provide the employee and the evaluator with a completed copy of the observation.

I. If, during the term of this Agreement, the Legislature should modify the Stull Act (Sections 44660 through 44665 of the Education Code), this Article shall be reopened for negotiations.

J. The District may conduct a reasonable number of additional observations or assessments within its discretion. The District reserves the right to visit classrooms or other job locations at any time.

K. The District retains the right to prepare and utilize Still Act evaluation forms relating to the evaluation and assessment of the job performance of each bargaining member. Prior to the adoption of any Still Act forms, the District shall seek input from the Association at assure compliance with this Agreement and to assure that the Association is given a reasonable opportunity to assist in the development of any proposed forms.

L. Results of an employee's mandatory participation in the Peer Assistance and Review Program shall be made available as part of the evaluation conducted.

M. In lieu of the standard evaluation process by administrator observation, tenured certificated employees who received all satisfactory performance ratings on their most recent performance evaluation may elect to implement an alternative evaluation option with the evaluator's approval of the Alternative Evaluation Proposal. Alternative Evaluation Proposals are due to the evaluator by the thirtieth (30<sup>th</sup>) instructional day of the school year. The evaluator must approve the proposal by the first workday of November or the evaluation will automatically revert to the standard evaluation process. Teachers are expected to schedule a mid-year progress conference by the ninetieth (90<sup>th</sup>) instructional day with the evaluator and a final assessment conference with the evaluator at least forty-five (45) calendar days prior to the end of the school year. An incomplete or poorly implemented alternative evaluation will result in an evaluation the subsequent year using the standard evaluation process.

## **ARTICLE XI: PEER ASSISTANCE REVIEW PROGRAM**

The PAR Program, as specifically cited by the Legislature, is intended to be a “critical feedback mechanism that allows exemplary teachers to assist veteran teachers in need of development in subject matter knowledge or teaching strategies, or both.” Effective July 1, 2000, the District and the MEA agree that the District may implement the California Peer Assistance and Review Program For Teachers (PAR Program) under California Education Code sections 44500 – 44508 consistent with the provisions in this Article in any school year. This Article does not apply to probationary or temporary classroom teachers.

The District and the MEA agree that the PAR Program in any school year may be contingent upon the actual receipt by the District of adequate funding from the State specifically designated for the PAR Program and may take action so that the District does not lose any funding under the PAR Program. Pursuant to Education Code section 44506(c), the District also may expend PAR Program funds from the State for any other allowable purpose.

### **Section 1. Selection Procedures for Joint Teacher-Administrator Review Panel**

For any school year which the District determines to implement the PAR Program, the Superintendent or designee shall establish a Joint Teacher – Administrator Review Panel. This Joint Teacher-Administrator Review Panel shall be composed of five members; three permanent classroom teachers and two administrators. Classroom teachers shall make up a majority of the Panel. Administrators on the Panel shall be selected by the Superintendent.

One of the permanent classroom teachers shall be selected by the Moorpark Educators Association. The remaining permanent classroom teachers shall be selected by all of the classroom teachers in a secret ballot election conducted by the MEA President or designee and the Superintendent. In order to be eligible to be on the ballot, a classroom teacher shall have at least five years of full-time classroom teaching experience in the District, not have been disciplined within the last four years, and not have received a less than satisfactory mark on any performance evaluation received as a permanent employee of the District within the last four years. In addition, prior to being placed on the ballot, a candidate must submit a written application to the Superintendent and MEA President at least three (3) calendar days prior to the election expressly indicating a desire to be on the ballot, and also expressly indicating a commitment to perform all the required duties of the Joint Teacher – Administrator Review Panel for the school year. The Superintendent or designee and the MEA President may seek applicants for the Joint Teacher-Administrator Review Panel. Candidates for the Panel will be encouraged to apply who are representative of elementary, middle and high school levels.

The teachers on the ballot receiving the most number of votes from the classroom teachers actually voting shall be appointed to the Joint Teacher – Administrator Review Panel. Each classroom teacher who votes in the election may cast two votes but no more than one vote per candidate. The ballots shall be counted by the Superintendent or designee and the MEA President or designee.

The elected classroom teachers shall serve as Panel members for a two-year term to expire on June 30 of the second year after elected. Such terms shall be staggered. The teacher appointed by the MEA shall serve a one-year term to expire on June 30. If it becomes necessary to fill a vacancy of an elected member of the Panel during the member's term of office, the Panel may determine to select a replacement or to hold an election to fill the position for the remainder of the term.

## **Section 2. Duties of Joint Teacher-Administrator Review Panel**

The duties of the Joint Teacher – Administrator Review Panel include the following:

- A. Establish the annual PAR program and budget.
- B. Select consulting teachers, as needed, by majority vote for the school year consistent with this Article and applicable law no later than October 15. As required by Education Code section 44502(c)(2), before a consulting teacher is selected, one or more appointed representatives of the Joint Teacher-Administrator Review Panel shall conduct at least one classroom observation of the candidate which shall be arranged and scheduled by the Superintendent or designee.
- C. Assign each consulting teacher to a specific program participant(s) with the approval of the Superintendent or designee and Panel.
- D. Review peer review reports of program participants prepared by consulting teachers.
- E. Make confidential written recommendations to the Superintendent and Board of Education regarding teachers who are required participants in the PAR Program, including forwarding the names of any required participants in the PAR Program who, after sustained assistance for a school year, are not able to demonstrate satisfactory improvement. These written recommendations will be reviewed in closed session. Members of the Joint Teacher – Administrator Review Panel shall not disclose the confidential written recommendations except to the Superintendent or designee and the Board of Education.
- F. Annually evaluate the impact of the PAR Program and submit recommendations for improvement to the Board of Education and the MEA no later than June 15. This annual evaluation may include, but is not limited to, interviews or surveys of program participants.
- G. Forward to the Personnel Office at the end of the year all records regarding the Program that shall be filed separately from the individual personnel file.

## **Section 3. Consulting Teachers – Selection Criteria**

The consulting teachers selected by majority vote of the Joint Teacher-Administrator Review Panel shall meet the following criteria:

- A. A full-time permanent classroom teacher who has experience as a full-time classroom teacher for at least five (5) out of the last seven (7) years and agrees to perform all duties of a Consulting Teacher as required by the Panel.
- B. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- C. No disciplinary action by the Board of Education or any administrator within the last four (4) years including no Notice of Unprofessional Conduct under Education Code section 44938(a), no Notice of Unsatisfactory Performance under Education Code section 44938(b), and no evaluation document designating any needs improvement or unsatisfactory performance.
- D. Not a member of the Joint Teacher-Administrator Review Panel

In the event that there is not a sufficient number of a volunteer, the MEA and the Superintendent or their designees shall recommend candidates to the Joint Teacher-Administrator Review Panel who meet all the other eligibility criteria.

#### **Section 4. Duties of Consulting Teachers**

The duties of the consulting teachers shall include the following:

- A. Serve for one school year and may be selected to serve again for additional one year terms.
- B. Utilize standards, guidelines and timelines developed by the Panel.
- C. Confer regularly with the Principal or designee regarding the implementation of the assistance and review. The consulting teacher and the evaluating principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the participating teacher.
- D. Provide professional assistance and review to program participants to improve teaching skills and subject matter knowledge. The professional assistance and review should include, but not be limited to, meetings with the participant, assistance with lesson plans, selection and use of instructional materials, advice on available resources, modeling, observation, and written suggestions and ideas for improvement.
- E. Recommend to the Principal or designee sufficient staff development activities to assist the participant to improve teaching skills and knowledge and to achieve approved performance goals. At the discretion of the Principal, a mandatory participant may be required to participate in recommended or other staff development activities. Participants shall not be entitled to compensation for staff development activities unless expressly

provided for elsewhere in this Agreement. Costs of such inservice shall be provided through PAR or other funds.

- F. Prepare written peer evaluation reports for mandatory program participants and submit them to the Joint Teacher-Administrator Review Panel no later than May 1. Consulting teachers will not prepare performance reviews for voluntary participants. The peer evaluation reports shall be based upon clear performance goals established at the beginning of the peer evaluation process which shall be in writing, aligned with pupil learning, consistent with Education Code section 44662 (a provision in the Stull Act), and shall be directly based upon the work performance that was determined to be unsatisfactory on the participant's evaluation:
- 1) The progress of pupils toward the standards established for expected pupil achievement at each grade level in each area of study and, if applicable, the state adopted academic content standards as measured by the state adopted criterion referenced assessments.
  - 2) The instructional techniques and strategies used by the teacher.
  - 3) The teacher's adherence to curricular objectives.
  - 4) The establishment and maintenance of a suitable learning environment, within the scope of the teacher's responsibility.

The report shall also include a description of the assistance and activities provided and engaged in by the participant, and an evaluation of the quality of the participant's progress toward achieving the goals established.

Peer evaluation reports also shall be based on no less than four (4) classroom observations of at least thirty (30) minutes each for each program participant, and on no less than two (2) conferences with each program participant regarding classroom observations. Since the classroom observations require released time for the consulting teacher, such observations must be scheduled with the approval of the Principal or designee.

### **Section 5. Program Participants**

A permanent classroom teacher shall become a program participant under either of the following conditions:

- A. Participation is mandatory for any teacher who has received one or more performance evaluations in the previous two year period which contain one or more summary ratings of "unsatisfactory" in any of the four evaluation areas listed in F.6. of this article.
- B. The teacher volunteers to participate and the Panel and the Superintendent or designee agrees to the participation.

### **Section 6. Peer Evaluation Reports**



Peer evaluation reports completed by the consulting teacher shall be placed in the personnel file of the program participant at the request of the participant or upon the recommendation of the Joint Teacher-Administrator Review Panel, and the Superintendent. Peer evaluation reports are confidential documents which should be treated as such. Both the program participant and the Superintendent or designee may submit a written response which will be attached to the peer evaluation report in the personnel file prior to the end of the ten-day period. A written response by the program participant is the sole remedy to the peer evaluation report.

The reports are advisory only for the benefit of the participating teacher and the District. They shall in no way limit the District's discretion, authority or obligation to independently evaluate the performance of participating teachers and to utilize the peer evaluation report as part of the District's annual evaluation. Participation in PAR shall not in any manner limit or delay the exercise of the District's authority to make any decision or take any action regarding the assignment, discipline or employment status of the unit member.

### **Section 7. Compensation and Funding**

- A. Since the permanent classroom teachers on the Joint Teacher-Administrator Review Panel will be required to perform duties related to their assignment on the Joint Teacher-Administrator Review Panel outside of and during the regular work day, each shall receive an annual stipend of \$1,000. This stipend shall be decreased by an amount proportional to any decrease in State funding designated for the PAR Program received during the school year, and in proportion to the number of months the member is in a duty status and available to serve on the Panel during the school year.
- B. Since the consulting teachers will be required to perform duties related to their assignment as consulting teachers outside of and during the regular work day, each shall receive an annual stipend of up to \$4,000 as determined by the Panel. This stipend shall be decreased by an amount proportional to any decrease in State funding designated for the PAR Program received during the school year, and in proportion to the number of months the consulting teacher is in a duty status and available to serve during the school year. If the consulting teacher is released from his/her classroom assignment, he/she shall receive no additional compensation beyond the regular salary and benefits and any stipend determined by the Panel.
- C. Program participants shall receive no additional compensation because of the participation in the PAR Program.
- D. The remaining funds actually received during the school year from the State specifically designated for the PAR Program shall be used for substitutes, training and development of new teachers including Beginning Teacher Support and Assessment (BTSA), Intern and Pre-Intern programs and professional development or other educational activities previously provided through the California Mentor Teacher Program. No more than 5% (five percent) may be expended for administrative expenses.

## **Section 8. Other Provisions**

- A. The Superintendent and the panel may remove a member selected to the Joint Teacher-Administrator Review Panel, and may terminate the selection of a consulting teacher, whenever in the judgment of the Superintendent and the Panel any such member or consulting teacher fails or refuses to perform the required duties faithfully and competently. The Superintendent may remove an administrator from the Panel at his/her sole discretion. A replacement shall be selected as soon as possible consistent with the relevant provisions in this Article.
- B. The classroom teachers selected to the Joint Teacher-Administrator Review Panel and the consulting teachers selected by the Joint Teacher-Administrator Review Panel are not considered to be either management or supervisory employees for purposes of the Educational Employment Relations Act.
- C. The classroom teachers selected to the Joint Teacher-Administrator Review Panel and the consultant teachers selected by the Joint Teacher-Administrators Review Panel shall have the same protection from liability and access to appropriate defense as other employees acting within the scope of employment under relevant provisions of the Government Code.
- D. The Panel's selection procedures, activities, criteria, or selection and its judgements regarding the selection of consulting teachers shall not be subject to the grievance procedure. Any exercise of discretion by the Superintendent, or designee, permitted by this Article shall not be subject to the grievance procedure. Only provisions I. and J. are subject to the grievance procedure of the Agreement.
- E. For the first two years of implementation of the PAR Program, this article shall be reviewed annually upon request by either party. Modifications to the article shall be made by mutual agreement of the parties.

## **ARTICLE XII: PERSONNEL FILES**

- A. Pursuant to Education Code Section 440311, information of a derogatory nature shall not be entered or filed unless and until the unit member is given written notice and an opportunity to review and comment on the information. A unit member shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon, as the sole remedy. Derogatory materials which might serve as a basis for adversely affecting an employee's employment status must have been placed in the official personnel file of the employee pursuant to this provision. An employee, at the employee's request, shall receive reasonable released time to review, inspect or examine any material to be placed in the employee's personnel file. The review, inspection, or examination shall take place during normal business hours. The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district.

- B. Among the expected types of material to be placed in unit members’ files are evaluations, observations, copies of contracts, transcripts, record of assignments, certifications, and other documents related to knowledge, skills, and abilities.
- C. No complaint shall be placed in the official personnel file of a bargaining unit member without their knowledge.
- D. A member of the unit shall have the right to authorize, in writing, an attorney or representative to examine those parts of his/her personnel file which such employee has a right to examine and shall obtain one copy of the items at no expense.
- E. The District acknowledges that Education Code Section 44944 in part, requires that no decision relating to the dismissal or suspension of any certificated employee shall be based on charges relating to matters occurring more than four years prior to the filing of the notice proposing the discipline, except in one of the following circumstances:
  - 1) Testimony or evidence regarding allegations of behavior or communication of a sexual nature with a pupil that is beyond the scope or requirements of the educational program, which may constitute misconduct, or an act described in Section 212.5, but not amounting to conduct described in clause (ii), may be introduced in a disciplinary proceeding based on similar conduct, where such allegations have been substantiated through an investigation or proceeding, or for which the employee was subject to discipline or other form of penalty.
  - 2) Testimony or evidence regarding allegations of an act described in Section 288 of the Penal Code with respect to a pupil of any age, Section 288.3 of the Penal Code, Section 44010 of this Education Code Section 44944, or Sections 11165.2 to 11165.6, inclusive, of the Penal Code may be introduced in any disciplinary proceeding.

## **ARTICLE XIII: LEAVES**

Leaves are defined as authorized time away from work and may be with or without pay as specified herein.

### **Section 1. Personal Illness and Injury Leave**

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

- B. Unused sick leave shall accumulate from year to year.
- C. Members of the bargaining unit must notify the District of absence as soon as the necessity to be absent becomes known to the employee, preferably not later than six o'clock (6:00) a.m. of the day of the absence. The employee shall notify the District by calling the District office or by utilizing the District designated absence management system.
- D. A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, up to one full day shall be deducted from accumulated leave.
- E. Extended Sick Leave (Education Code sections 44977 and 44978.1)-Effective January 1, 1999:

During each school year, when a member of the bargaining unit has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of personal illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The bargaining unit member shall provide the District with medical verification of the personal illness or injury upon request. Such verification shall be signed by a licensed physician of California.

For purposes of this provision, sick leave, including accumulated sick leave, and five-month period shall run consecutively. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. The District may require a physician's certificate to verify an employee's illness and/or recovery sufficient to permit performance of his/her contractual duties before the employee may return to duty.

In accordance with FMLA Section 825.213, if a member does not return to work following medical leave for a reason other than:

- 1) the continuation, recurrence, or onset of a serious health condition which would entitle him/her to medical leave; or
- 2) other medical circumstances beyond his/her control, the member shall be required to reimburse the District for health insurance premiums paid on his/her behalf during the leave.

- F. Exhaustion of Extended Sick Leave

When a member of the bargaining unit has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided immediately above, and the member of the bargaining unit member is not medically able to resume the duties of his or her position, the member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. The 24 month or the 39 month period shall commence at the expiration of the five-month period of partial paid sick leave or at the expiration of any unpaid leave granted by the District.

When the unit member is medically able, as determined by a physician selected or agreed to by the District, during the 24 or 39 month period, the member shall be returned to employment in position for which he or she is credentialed and qualified. If the member does not return to work during the 24 month or 39 month period, the member shall be taken off the reemployment list and shall have no further reemployment rights in the District. If the District selects a physician, the District shall pay all professional fees for the medical exam and report.

## **Section 2. Bereavement Leave**

A unit member shall be entitled to a maximum of three (3) days of leave of absence, or five (5) days of leave of absence if out-of-state travel is required, on account of the death of any member of the unit member's immediate family. Such days are in addition to personal illness and injury leave, and shall be granted without loss of salary. The term "immediate family" shall mean the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of employee, or any relative living in the immediate household of the employee. The Superintendent within his/her discretion may grant bereavement leave on account of the death of an individual not in the unit member's immediate family, but such additional bereavement leave shall be limited to the former guardians of the employee.

## **Section 3. Leave for Pregnancy Disability**

Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician and approved by the Superintendent. The District management may require verification of the extent of the disability through a physical examination of the unit member by a physician appointed by the District. Unit members are entitled to leave with pay as specified in Section 1.G. for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee's physician and

approved by the Superintendent. The District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

#### **Section 4. Child Bonding/Parental Leave**

- A. The District shall grant child bonding/parental leave in accordance to child bonding under CFRA (effective January 1, 2016) and/or parental leave under EC Section 44977.5 (effective January 1, 2017).
- B. New mothers are eligible to begin child bonding/parental leave upon a medical return to work document following pregnancy disability leave.
- C. When both parents are employees of the District, the District shall limit the period of bonding leave to twelve (12) total workweeks to be shared between the two (2) parents.
- D. Where allowable by law, FMLA and CFRA leave shall run concurrently with all available leaves.
- E. One year's increment of seniority shall be granted if the unit member has worked seventy-five percent (75%) or more of the school year.
- F. In accordance with FMLA Section 825.213, if a member does not return to work following pregnancy disability and/or child bonding/parental leave, or other medical leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle him/her to medical leave; or (2) other medical circumstances beyond his/her control, the member shall be required to reimburse the District for health insurance premiums paid on his/her behalf during the leave.
- G. Unit members are highly encouraged to meet with the Personnel Office at least 30 days prior to taking pregnancy disability and/or new child bonding/parental leave to clarify leave entitlements and timelines under current law.

#### **Section 5. Leave Without Pay for Child-Bearing Preparation, Child Rearing, and Adoption**

- A. Leave without pay or other benefits may be granted to unit members for preparation for child bearing, for child rearing and for adoption. The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay. The determination as to the date on which the leave shall begin shall be the unit member's decision.

- B. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months at the unit members request.
- C. There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation. Nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status. One year's increment and seniority shall be granted if the unit member has worked in paid status seventy-five percent (75%) or more of the school year.
- D. If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a teaching position. If there is a vacancy for which a unit member is qualified, the District shall assign the unit member to a position as soon as practicable.
- E. A returning unit member shall be assigned a position comparable to that held before leaving.

## **Section 6. Industrial Accident Leave**

Unit members shall be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the provisions of workers' compensation law and regulations. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Fund which would make the total compensation from both sources exceed 100% percent of the amount the employee would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

## **Section 7. Legal and Civic Duties**

- A. The District agrees to grant to members of the bargaining unit called for jury duty or as a witness in the manner provided by law, other than as a litigant, leave of absence without

loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned work days and hours.

- B. Employees so called for jury duty or as a witness, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between his/her regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. Employees are required to return to work during any day in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

### **Section 8. Sabbatical Leave**

After completing seven (7) school years of service, a unit member shall be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods or separate quarters, provided that such is commenced and completed within a three-year period. Applicants for sabbatical leave shall file a request with the Superintendent at least ninety days prior to the beginning of the period for which sabbatical leave is requested.

Subsequent to the Superintendent's recommendation, the Board of Education may grant leave based on the benefit of the proposed leave to the educational process with an attempt to allow at least one (1) a year. Unit members on sabbatical leave shall receive at least one-half of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the unit member not been on leave. Seniority credit will be granted to those on leave. The unit member shall be entitled to return to a position comparable to that which was held at the time of granting of leave. The terms and conditions of the leave shall be mutually agreed upon in writing.

### **Section 9. Personal Necessity Leave**

- A. Any days of leave of absence for illness or injury allowed pursuant to Education Code Section 44978 may be used by the employee, at his or her election in cases of Personal Necessity. Member shall not be required to secure advanced permission for leave taken for any of the following reasons:
  - 1) Death or serious illness of a member of his or her immediate family;
  - 2) Accident involving his or her person or property, or the person or property of a member of his or her immediate family.
- B. A unit member may elect to use earned and accumulated sick leave days for up to seven (7) days of personal necessity leave per school year for personal necessity which cannot be attended during the non-working hour of the employee, including religious holiday observance. Not verification of purpose shall be required except that the unit member shall identify the type of leave requested. Unit members shall request such personal necessity as soon as possible and no later than two (2) days prior to the beginning of the work shift in which the leave is requested.



- C. Personal Necessity Leave listed in Section 9. A. and B. may not be used for:
- 1) Vacations,
  - 2) Recreation pursuits,
  - 3) Social events (except weddings, graduations, and religious ceremonies of immediate family members),
  - 4) Political activities (including strikes, demonstrations, picketing, and lobbying),
  - 5) To pursue employment,
  - 6) Or earn income.

In requesting and utilizing Personal Necessity Leave, the unit member is certifying that utilization of the leave is consistent with the criteria listed in Section 9. Personal Necessity Leave. Based on reasonable suspicion, the District has the power and duty to review the stipulations of bona fide need for personal necessity by the unit member. For purposes of this section, “reasonable suspicion” means that there is a demonstrable reason to doubt the authorized use of Personal Necessity Leave.

- D. ***Non-Permanent Members:*** Unit members who have not reached permanent status may not elect to use Personal Necessity Leave in advance of the time that sick leave has actually been earned and/or accumulated.
- E. ***Priority for Substitute Coverage:*** The District priority in providing substitute coverage is to cover for teacher absences due to contractual leaves. Requests for approved school business and conferences may be denied if a sufficient number of substitutes are not available.
- G. The parties agree and understand the importance of honoring the intent and language of Personal Necessity Leave. Misuse of Personal Necessity Leave may result in disciplinary action.

## **Section 10. Other Leaves Without Pay**

Leave without compensation, increment, seniority, or tenure credit may be granted for a period of one (1) school year for the following purposes: Peace Corps service, care for a member of the immediate family who is ill, service in an elected public office, or professional study or research. Upon recommendation of the Superintendent and approval of the School Board, leave without compensation, increment, seniority, or tenure credit may be granted for any other personal reason. The application for and granting of such leave of absence shall be in writing.

## **Section 11. Leave Without Pay As Authorized by the Superintendent**

A unit member may request a day of leave of absence without pay from the Superintendent up to a maximum of four (4) days in a school year for important life cycle events. Any such request must be submitted in writing at least five (5) days in advance to the Superintendent except that this requirement may be waived by the Superintendent in cases of emergency. The request must state the reason for the requested unpaid leave of absence.

## **Section 12. Military Leave**

Military leave shall be granted by the District to employees pursuant to Education Code 44800 which states in part that:

- A. Every person employed by a school district as a probationary or permanent employee in a position requiring certification who enters the active military service during any period of national emergency declared by the President or during any war in which the United States is engaged, shall be entitled to absent himself from his duties as an employee of the district.
- B. Within six months after the employee honorably leaves the military service or has been placed on inactive duty he shall be entitled to return to the position held by him at the time of his entrance into the military at the salary to which he would have been entitled had he not absented himself from the service of the school district.

## **Section 13. Late Arrival**

A principal may determine that an absence by a unit member of less than an hour at the beginning of the workday due to an unanticipated emergency may be processed as an unpaid hour of absence rather than a half-day absence.

## **Section 14. Family and Medical Leave**

It is understood that the District is required by law at the present time to implement the Family & Medical Leave Act of 1993 and the California Family Rights Act of 1991. The District may adopt a new policy implementing the federal Family & Medical Leave Act of 1993, and the California Family Rights Act of 1991, as long as such policy is consistent with applicable law. Such policy shall provide to registered domestic partners those rights provided by law. Where allowable by law, FMLA and CFRA leave shall run concurrently with all available leaves.

## **Section 15. Catastrophic Leave Program and Catastrophic Leave Bank**

- A. Definitions
  - 1) A “catastrophic illness” or “injury” shall be defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family, such that the incapacity requires the employee to take time off from work for an extended period of time to care for that family member. Key to this definition is that taking time off from work creates a hardship for the employee because he/she has exhausted all of his/her sick leave and all other fully paid time off.
  - 2) “Members of the employee’s family” shall be limited to the spouse/registered domestic partner, children, son/daughter-in-law, brother/sister, father/mother, grandfather/grandmother, grandchild of the employee/spouse/registered domestic partner, or any relative living in the immediate household. [Ed. Code 44043.5(a)1]

B. The intent of this particular leave is to provide unit members economic relief for devastating health circumstances per injury or illness. Catastrophic leave may not be used for:

- 1) Elective surgery,
- 2) Personal necessity leave,
- 3) Normal pregnancy,
- 4) Substance abuse rehabilitation,
- 5) Bereavement,
- 6) Chronic illness or conditions,
- 7) Any leave for which the member has applied for workers' compensation.

C. From the first teacher workday until September 30 of each school-year, there shall be an open enrollment period during which any certificated employee with no fewer than ten (10) accumulated sick days, may choose to join the Catastrophic Leave Bank by donating one (1) day of sick leave to the Catastrophic Leave Bank. In each subsequent year after the employee's initial enrollment, each member of the Catastrophic Leave Bank shall be required to donate an additional one-half ( $\frac{1}{2}$ ) day of sick leave to continue membership in the Catastrophic Leave Bank and to be eligible for requesting days under the Catastrophic Leave Bank language. All unit members shall complete the Catastrophic Leave Bank Donation Form indicating whether they choose to donate their leave to the bank or choose not to make a donation to the bank and submit it to the Personnel Office no later than September 30 of each school year.

At the beginning of each new school-year, The District shall send a Catastrophic Leave Bank Donation Form to all certificated employees requesting a donation of one (1) sick day to join the Catastrophic Leave Bank or one-half ( $\frac{1}{2}$ ) day to remain a member in good standing of the Catastrophic Leave Bank. The written authorization of the donation shall acknowledge that the donor understands that any and all donated sick days are irrevocable, will not be available for certification to CalSTRS, and can result in a reduction of service credit that would otherwise be available. The donor also agrees to hold harmless the Moorpark Unified School District and the Moorpark Educators Association for any and all effects the donation may have on future CalSTRS calculations.

D. A certificated employee who is a member of the Catastrophic Leave Bank may request up to fifty (50) additional days of sick leave from the Catastrophic Bank in any twelve (12) month period as a result of catastrophic illness or injury. An employee may only request these additional days, under this program, once every three (3) years. Catastrophic leave is not applicable to injuries/illnesses covered by Workers' Compensation.

Whenever possible, a member of the Catastrophic Leave Bank must submit a request in writing for additional days of catastrophic leave from the Catastrophic Leave Bank to the Personnel Office at least fifteen (15) working days, or as soon as possible, prior to the time he/she expects to exhaust all accrued personal sick leave. The Catastrophic Leave

Bank member is required to submit a physician's verification to Personnel Services which clearly sets forth the diagnosis, prognosis, and expected length of absence.

- E. The Assistant Superintendent of Personnel shall determine if the illness or injury meets the appropriate criteria. Determining criteria includes, but is not limited to, situations which are incapacitating, disabling, and lengthy both in terms of illness/injury and/or recuperation. If the Assistant Superintendent determines that the illness/injury does not meet the appropriate criteria, then the parties shall arrange for a meeting of a Catastrophic Review Committee. This Committee shall consist of two (2) representatives appointed by the Association, and two (2) members appointed by the Superintendent or his/her designee. If the Committee cannot come to consensus on the determination, then the final decision will lie with the Superintendent.
- F. The Catastrophic Leave Committee shall establish a minimum number of donated days required to keep the Catastrophic Leave Bank viable. If during any school-year the Committee determines that more days are needed to fund the Catastrophic Leave Bank for current and anticipated requests of sick days, a mid-year open enrollment may be held.

The Committee shall also establish a maximum number of donated days needed to keep the Catastrophic Leave Bank viable. If at the end of any school-year the Committee determines that the maximum has been reached, the Committee may declare a "bank holiday" for the next school-year and not require the mandatory one-half (1/2) day donation for current members to remain in the Catastrophic Leave Bank. In this situation, the Committee shall still hold an open enrollment period during the next school-year in order to give interested employees an opportunity to join the Catastrophic Leave Bank.

## **ARTICLE XIV: GRIEVANCE PROCEDURE**

### **Section 1. Definitions**

- A. A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation or misapplication of one or more specific provisions of this Agreement. Specifically excluded from this procedure are: Board policy, rules and regulations, and administrative regulation and procedures; matters excluded from this procedure by law.
- B. A grievant is a bargaining unit member, a group of bargaining unit members or the Association.
- C. A day is any day on which the Administrative Office of the Moorpark Unified School District is open for business.
- D. The immediate supervisor is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.

## Section 2. General Provisions

### A. General Provisions

- 1) Time limits at any level of the procedure may be extended by mutual written consent of the parties, or by the incapacity of the grievant for up to thirty (30) days.
- 2) If a grievant does not present a grievance or appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be considered resolved.
- 3) If a District representative does not render a decision to the grievant within the time limits, the grievant may, within the time limits starting the day after the District's representative's last day to respond, appeal to the next level in the procedure.
- 4) Every reasonable effort shall be made by the grievant and the District to resolve the grievance at the lowest possible level.

### B. Right of Representation

- 1) The Association shall have the right to represent grievants at any level of the formal procedure.
- 2) The grievant and the designated Association grievance representative shall be granted reasonable time off without loss of pay to attend grievance hearings before management representatives at each formal level.
- 3) If any two or more employees have essentially the same grievance at a concurrent time, the grievances shall be consolidated and processed collectively.
- 4) If the grievant is a group of more than two (2) employees, and all grievants wish to be present at grievance hearing, then the hearings, except for arbitration, shall be scheduled outside of instructional time.

The grievants may choose to appoint one (1) representative for each three (3) grievants to speak for the collective group at grievance hearings; in such instances, grievance hearings shall be scheduled during normal work hours.

### C. Rights upon Submission of Grievances

- 1) No reprisals of any kind shall be taken by the Superintendent or by any member of representative of the administration or Board of Education against any employee or group of employees or any member of the Association for participation in the grievance procedure.
- 2) No records regarding processing of a grievance shall be entered into any employee's personnel file.

### **Section 3. Procedure**

#### **Level One - Immediate Supervisor**

The grievant shall first discuss the grievance with the immediate supervisor with the objective of resolving the grievance. Within thirty (30) days after the date of the occurrence of the act or omission giving rise to the grievance, the grievant shall formally present his or her grievance in writing to his or her immediate supervisor. The written grievance shall include a clear, concise statement of the grievance, the circumstances involved, a listing of the provisions of the Agreement which are alleged to have been violated, and a statement of the action(s) requested of the District to resolve the grievance.

Within ten (10) days after receipt of the written grievance, the immediate supervisor shall meet with the grievant, and the grievant's representative if so desired. Within five (5) days thereafter, a written decision shall be given to the grievant.

#### **Level Two - Superintendent**

If the grievant is not satisfied with the decision at Level One, he or she may, within five (5) days, appeal the decision in writing to the Superintendent or his or her designee. The written grievance shall include a clear, concise statement of the grievance and the circumstances involved, a listing of the provisions of the Agreement which are alleged to have been violated, and a statement of the action(s) requested of the District to resolve the grievance.

Within ten (10) days after receipt of the written grievance, the Superintendent or designee shall meet with the grievant and the grievant's representative. Within five (5) days thereafter, a written decision shall be given to the grievant.

When the Association is considered to be the grievant, as defined in Section 1, Level Two shall be the initial step in the procedure. The Association shall formally present its grievance in writing to the Superintendent within thirty (30) days of the date of the occurrence of the act or omission giving rise to the grievance. The written grievance shall include a clear, concise statement of the grievance and the circumstances involved, a listing of the provisions of the Agreement which are alleged to have been violated, and a statement of the action(s) requested of the District to resolve the grievance. The remaining time limits shall be the same as for all other grievances filed at Level Two.

#### **Level Three - Arbitration**

If the grievance is not resolved at Level Two, the grievant may present a request for arbitration, in writing, to the Superintendent, within fifteen (15) days of the date the

decision was rendered at Level Two. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

The parties shall either sign a joint issue submission statement or execute and sign separate alternate issue statements after discussion of the issue(s).

The fees and expenses of the arbitrator shall in all cases be shared equally by the District and the Association.

Arbitration hearings shall be in private.

The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) names shall be requested from the American Arbitration Association (AAA), and selection shall proceed by AAA rules. Should this process fail to yield a selection, the parties shall request a second list of seven (7) names, and each party shall alternately strike one (1) name from the list until only one (1) name remains.

At the hearing, both the appealing grievant and the District shall have the right to be heard and to present evidence.

The decision of the arbitrator shall be final and binding on all parties.

## **ARTICLE XV: PAYROLL DEDUCTIONS**

### **Section 1. Professional Dues or Fees and Payroll Deductions**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-eleventh of such dues from the regular salary check of the employee each month for eleven (11) months. The District shall remit the dues to CTA Burlingame within ten (10) working days.

### **Section 2. Other Deductions**

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member, and make appropriate remittance for, insurance option premiums, annuities, credit union, savings bonds, donations to bona fide charitable organizations as approved by the Federal Internal Revenue Service, and any other plans or programs jointly approved by the District and the Association.

### **Section 3. Association Obligations**

The Association or its agents shall comply with the following:

A. Dues Year and Fiscal Year

The Association shall notify unit members and the District of the dates of its fiscal year and its dues year.

B. District Remittance of Funds

With respect to all membership dues which are deducted by the district pursuant to voluntary authorization forms, the District agrees to remit such monies to the Association promptly.

- C. The Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits arising out of or from the provisions of this Article. The District agrees to notify the Association in writing within thirty days after receipt of any written claims, demands, or lawsuits arising out of or from the provisions of this Article. Upon written request from the Association, the District will consult with the Association about the defense of any written claims, demands, or lawsuits. If a settlement offer is made by anyone filing a claim, demand, or lawsuit, and the Association requests that the District accept the settlement offer, the District shall accept the settlement offer if it does not adversely affect the District. The Association shall determine, after conferring with the District, whether any claim, demand, or lawsuit is to be compromised, tried, and/or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the Association against the District.

## **ARTICLE XVI: SALARY SCHEDULES**

### **Section 1. Schedules and Increases**

The District and the Association agree that in future negotiations, the parties again will attempt to achieve a Certificated Salary Schedule within the context of total compensation which should be comparable to the total compensation of certificated employees in the other unified school districts in Ventura County. It is the intent of the parties that if class sizes are increased, the savings are used to increase compensation. (Certificated Salary Schedule Appendix A, Certificated Special Education Salary Schedule Appendix B.)

### **Section 2. Salary Schedule Placement Rules**

A. Experience Credit

The maximum amount of previous teaching experience considered for initial placement on the salary schedule shall be six (6) complete school years of verified full-time



experience in a teaching position requiring certification. A complete school year for the purposes of initial placement on the salary schedule shall be one school year in which the unit member served 75% of a complete school year in a paid status by the employing district.

Experience credit for Health Services Specialists with a preliminary credential shall include up to three years of full-time verifiable clinical nursing experience as a Registered Nurse for placement on the salary schedule. Upon completion of the clear Health Services Specialist credential, the bargaining unit member is eligible for up to three additional years of full-time verifiable clinical nursing experience as a Registered Nurse for placement on the salary schedule. The unit member shall notify the District of eligibility to advance on the annual Intent to Return document.

#### B. Salary Placement

Semester units in Classifications 1B through VI must be subsequent to the Bachelor's Degree and must be in upper division or graduate level courses to be credited for salary purposes and effective on or after July 1, 2000, must hold a valid California teaching credential to be placed in Class II-VI.

#### C. Step Advancement

Step advancement on the salary schedule for full-time unit members after initial placement on the schedule shall require the completion of one complete school year in which the State Teachers Retirement System has credited to the unit member's retirement at least 75% service credit for service rendered during that school year.

Step advancement on the salary schedule for part-time unit members after initial placement on the salary schedule shall require that, during a maximum of two school years, the State Teachers Retirement System has credited to the unit member's retirement account the equivalent of 100% service credit for one complete school year of service. The two school years of part-time employment are not required to be consecutive but must both be based on part-time service with the District.

Service credit shall include all time during which a unit member is on a paid leave of absence from the District during the school year, or two school years for a part-time unit member. No time during which the unit member is on unpaid leave of absence from the District during the school year, or two school years for a part-time unit member, shall be counted for service credit.

The District may require a unit member to submit STRS service credit records for verification of eligibility for step advancement on the salary schedule.

#### D. Classification Advancement

Classification advancement on the salary schedule shall be based on the receipt of official transcripts. In no case shall official transcripts be submitted later than October 1 of the school year in which the salary schedule advancement is to take place.

E. District Notification Concerning Advancement

A unit member must notify the District of the unit member's eligibility to advance on the salary schedule, either in step or class. A unit member must notify the District if the employee is eligible to combine two years of part-time service for advancement on the salary schedule. Such notice shall be submitted to the District on the annual Intent to Return statement.

F. Anniversary Increments

Effective December 1, 2005, all members of the bargaining unit who have progressed through the salary schedule to the final step of their column, received the following anniversary increments shall, upon reaching their fifteenth (15<sup>th</sup>) year of service to this District, to include the number of years for which they were given credit on their initial placement on the salary schedule at the time of their employment, receive the anniversary increment set forth below each school year, and under the same above conditions, upon reaching their twentieth (20<sup>th</sup>), twenty-fifth (25<sup>th</sup>), and thirtieth (30<sup>th</sup>) years of service respectively, receive the additional anniversary increments set forth below each school year:

- 1) 15<sup>th</sup> Year: \$1426
- 2) 20<sup>th</sup> Year: \$1476
- 3) 25<sup>th</sup> Year: \$1526
- 4) 30<sup>th</sup> Year: \$1576

The anniversary increments were incorporated into the regular salary schedule and are reflected as annual compensation for each step and column. Therefore, the anniversary increments shall also be increased with subsequent raises to the salary schedule.

G. BCLAD Augmentation

- 1) \$500 annually will be paid to bargaining unit members who have a BCLAD credential in recognition of services provided in translating for parent conferences and support with other communications between the school and non-English speaking homes.
- 2) Health Services Specialists who are ineligible to add bilingual certification to their credentials and who pass the District's bilingual assessment and who are assigned to a position in which bilingual skills are utilized regularly shall be paid the bilingual augmentation as defined above.

H. Doctoral Stipend

A stipend of \$500 annually will be paid to bargaining unit members who have an earned doctorate in the field of education or in a field directly related to the subject that the bargaining unit member is assigned to teach.

I. National Board Certification Stipend

A stipend of \$500 annually will be paid to bargaining unit members who earn National Board Certification. The stipend will be in effect for the ten year period during which the bargaining unit member remains Nationally Certified.

J. Salary Verification

A unit member must notify the District on or before December 13th of any school year in which the unit member believes that the District has improperly paid the employee and the specific reason for this claim. In addition, each unit member must notify the District of the accuracy or inaccuracy of all of the information contained in the Verification of Salary and Payroll records by no later than December 13th of the school year to which the Verification applies.

K. Enhanced Initial Placement

The parties recognize that due to shortages in the labor market and competition from the private sector, it has become increasingly difficult to recruit and retain qualified Speech and Language Pathologists. The parties also recognize the current contract language addressing years of previous, qualified experience may not be sufficient, in the current labor market, to attract and retain qualified Speech and Language Pathologists. Therefore, the parties agree to grant the enhanced initial placement of Step 9 for qualified Speech and Language Pathologists.

### **Section 3. Extra Duty Stipends**

- A. Effective for the summer school session of June/July 2019, the hourly rate for summer school shall be \$35.00.
- B. Effective upon ratification of this Agreement, the hourly instructional rate for Adult Education, home teaching and other instruction shall be \$35.00.
- C. Effective upon ratification of this Agreement, the hourly non-instructional rate for inservice, curriculum development and Saturday School supervision shall be \$23.24 as funding is available
- D. A Site Stipend Committee made up of the principal or designee, one (1) MEA representative, and one or more teachers mutually agreed upon by the principal and the MEA representative may determine how to expend any stipend discretionary funds so long as a written outline of the job responsibilities is prepared. Funds from any funded

stipend position that is vacant may also be reallocated by mutual agreement by the District and the Site Stipend Committee.

- E. Effective July 1, 2019, the Extra Duty Stipend Schedule is as reflected on the Extra Duty Stipend Schedule in Appendix C. Appearance of a program on the list does not obligate the District to establish, maintain or continue the program listed.

#### **Section 4. Eleven Month and twelve Month Pay Cycle**

Bargaining unit members shall be given the option once each year of an eleven-pay or twelve-pay payroll plan.

If no written request of change is received by August 1 of succeeding years, whatever option (11-pay or 12-pay) was in effect for each employee for the preceding year will be continued for the next school year.

### **ARTICLE XVII: INSURANCES AND BENEFITS**

#### **Section 1. Insurance**

- A. The District shall offer health and dental care benefits through the California's Valued Trust (CVT) to eligible bargaining unit members and their dependents unless the parties mutually agree to change to a different provider organization.

The District shall offer vision care benefits through the Alameda County Schools Insurance Group (ACSIG) to eligible bargaining unit members and their dependents unless the parties mutually agree to change to a different provider organization.

- B. The District shall offer coverage in one (1) or more Health Maintenance Organization(s) in lieu of a PPO plan to those eligible bargaining unit members who request such coverage for themselves and their dependents.
- C. The District shall pay the cost of the elected coverage for eligible bargaining unit members and their dependents each year during the term of this Agreement at an amount that shall not exceed the premium cost of the coverage under the plans offered by CVT and ACSIG. The District and the Association agree that health, dental, and vision care benefit changes are mandatory subjects of negotiations.
- D. Beginning with the 2018 -2019 school year, bargaining unit members hired after September 1, 2018, assigned to Probationary or Temporary status shall be limited to the Kaiser HMO insurance plan and shall, upon earning Permanent status, have the option to change plans or remain with Kaiser during the open enrollment period

#### **Section 2. Accident Insurance**

The District shall provide accidental death and dismemberment insurance to each eligible bargaining unit member in the principal sum of \$1,000. The District shall pay the cost of such coverage for eligible bargaining unit members. Optional additional accidental death and dismemberment insurance coverage for eligible bargaining unit members, and dependent accidental death and dismemberment insurance coverage shall be available to unit members at their own expense.

### **Section 3. Eligibility for Insurance**

- A. Bargaining unit members employed prior to October 1, 1983, for fifty percent (50%) or more of the regularly defined daily or weekly working hours shall be eligible to participate in the District group insurance programs, and shall be entitled to all District insurance benefits for the first day of the first month following the first day of their employment. Bargaining unit members employed on or after October 1, 1983, shall be eligible to participate in the District's group insurance programs if regularly assigned to work fifty percent (50%) or more of the Regularly defined daily or weekly working hours. The District contribution shall be pro-rated as follows:  
50% assignment - Not to exceed 50% contribution.  
75% assignment - Not to exceed 75% contribution.

If the bargaining unit member's working hours are reduced at the request of the District, the District's contribution remains the same.

- B. Eligibility of dependents of bargaining unit members shall be determined by the carriers.
- C. Unit members leaving the District during the school year shall be entitled to insurance benefits through the end of the month in which the unit member leaves. Unit members leaving the District at the end of the school year shall be entitled to insurance benefits to October 1 of that calendar year.

### **Section 4. Distribution by Retired Unit Members in District Group Insurance**

- A. The District, unless limited by this agreement, shall pay the cost of group health insurance coverage through CVT for eligible early retirees from full-time employment, and their eligible dependents, at an amount that shall not exceed the maximum amount paid for the yearly premium cost for active unit members, up to and until the early retiree reaches the age of sixty-five (65). An individual early retiree's enrollment in the health benefits plan shall be in compliance with established open enrollment time frames, procedures, and eligibility as determined by hire date. Choice of coverage and dependent eligibility shall be made as required by the carriers and this agreement and the ability to move between plans shall be as permitted by the carriers.
  - 1) If hired on or before November 28, 2000, employed by the District for fifteen (15)
  - 2) years or more and reached the age of fifty-five (55) or more at the time of retirement, the early retiree and any eligible dependents shall be eligible to participate in the District's PPO or HMO.

- 3) If hired after November 28, 2000, employed by the District for fifteen (15) years or more and reached the age of sixty (60) or more at the time of retirement, the early retiree and any eligible dependents shall be eligible to participate in the District's PPO or HMO.
- 4) If hired after June 21, 2005, employed by the District for twenty-five (25) years or more and reached the age of sixty-two (62) or more at the time of retirement, the early retiree and any eligible dependents shall be eligible to participate in the District's PPO or HMO.
- 5) If hired after May 6, 2008, employed by the District for twenty-five (25) years or more and reached the age of sixty-two (62) or more at the time of retirement, the retiree shall receive \$2500 annually in credit applied towards the purchase of the District's PPO or HMO.
- 6) If an early retiree hired on or before May 6, 2008, has an eligible dependent who reaches or exceeds the age of sixty-five (65) while insured under the provisions of the early retiree, and the over-65 dependent is required to pay/his/her Medicare B premium as required by CVT, the District shall reimburse the early retiree for an amount not to exceed the lowest Medicare B Premium paid by the over-65 dependent.

B. Retired bargaining unit members who reach or exceed the age of sixty-five (65) may participate in health, dental, and vision insurance programs at their own expense as eligible pursuant to Education Code 7000 – 7008.

## **ARTICLE XVIII: COMPLAINT PROCEDURES FOR THE PUBLIC**

- A. Students, parents or citizens may present informal and/or formal complaints regarding unit members to the District. Students, parents or citizens should be encouraged to present informal complaints first with the unit member who is the subject of the complaint, or with that unit member's immediate supervisor, prior to presenting any formal complaint to the District.
- B. Informal Complaints: No record of any informal complaint shall be placed in the personnel file of a unit member unless:
  - 1) The unit member's immediate supervisor or a designee conducts an investigation about the complaint. Such an investigation may include a conference with the complainant, a District representative, the unit member, and the unit member's representative. In addition, the unit member may request a separate conference with the investigator.

- 2) If there is no evidence to substantiate the complaint, no record of the complaint shall be placed in the personnel file, and no future reference shall be made in the personnel file to the unsubstantiated complaint.
- C. Formal Complaints: The District shall forward within ten (10) workdays to the unit member any formal complaint submitted by the public regarding that unit member. No record of any formal complaint or the complaint itself shall be placed in the personnel file of a unit member unless:
- 1) The unit member's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the unit member, and the unit member's representative. In addition, the unit member may request a separate conference with the investigator.
  - 2) If there is no evidence to substantiate the complaint, no record of the complaint shall be placed in the personnel file, and no future reference shall be made in the personnel file to the unsubstantiated complaint.
- D. No record of any complaint shall be kept if any investigation by the District shows that the complaint has no merit, or the District believes that no record shall be maintained. This stipulation shall not preclude the District from maintaining records of complaint investigations for purposes of compliance with state and federal laws as it specifically relates to Education Code 253, which requires the District to make records of complaints of sexual harassment available to the state for review.

## **ARTICLE XIX: JOB SHARING**

### **Section 1.**

For purposes of this Article "job sharing" shall refer to an arrangement in which two full-time permanent teachers share one teaching assignment with both teachers being on partial leave of absence without compensation. To be eligible, teachers must be permanent certificated employees of the District with at least one year of full-time successful teaching experience at the grade level in the job sharing arrangement.

### **Section 2.**

Eligible teachers who wish to participate in job sharing must propose a job sharing arrangement to the District no later than the last Friday in February of the school year preceding the school year in which the job sharing arrangement is proposed to take place. Each proposal must be made by two eligible teachers. A job sharing arrangement shall be approved only for one (1) year, but may be renewed on an annual basis. No job sharing arrangement shall be implemented without the prior written approval of the principal and of the Superintendent.

### **Section 3. Required Contents of Any Job Sharing Arrangement**

- A. Teachers shall work together on each non-teaching preparation days prior to the opening of school and the first week of teaching days to ensure a smooth opening. Each teacher shall work the same amount of time per year. Minor adjustments may be made due to holidays, since they do not fall evenly throughout the year. In addition, teachers will meet as needed to prepare progress reports and plan parent conferences.
- B. Fringe benefits shall be pro-rated according to the amount of time worked. Each teacher shall receive a pro-rated amount of health, welfare and leave benefits. Contributions to the State Teachers' Retirement System shall be proportionate to time served and salary earned.
- C. Advancement on the salary schedule shall require two years in job sharing to advance one year whenever any teacher serves less than seventy-five percent (75%) of full-time. If the teacher does not work a second year, the teacher shall not receive advancement credit for job sharing unless the teacher served at least seventy-five percent (75%) of full-time.
- D. In the event that one of the two teachers in a specific job sharing arrangement is unable to fulfill all requirements of the arrangement, the other teacher shall be returned to full-time status until an acceptable resolution is found and receives written approval of the principal and of the Superintendent.
- E. One teacher may substitute for the other on a short term basis and shall be paid at the regular substitute salary for the days taught.
- F. Both job sharing teachers shall work on all regularly scheduled non-teaching workdays.
- G. Both job sharing teachers shall share the responsibility of contacting parents as needed and sharing the results of those contacts with the other job sharing teacher.
- H. Staff meetings and in-service days shall be attended by the teacher who is scheduled to teach on that day. Both teachers shall be responsible for the information presented at staff meetings.
- I. Both job sharing teachers shall be present for Back-to-School Night and Project Nights/Open House.
- J. The two teachers in a specific job sharing arrangement may, with principal approval, mutually agree to exchange regularly assigned times. Each pair of exchange times must be in the same pay period.

## **ARTICLE XX: SITE BASED DECISION MAKING**



The parties acknowledge the importance of improving the instructional program through site-based decision making. When a school develops a site-based proposal it must be submitted to the Superintendent, the Board of Education and the MEA for approval if such a proposal has contract implications involving one or more articles of the Master Agreement. Side Letters of Agreement shall be entered into by the District and the MEA when appropriate in order to facilitate site-based objectives.

The District and the Association agree that the provisions of any Side Letter of Agreement shall not be interpreted or considered in any way as establishing any precedent or any practice. It also shall not be interpreted or considered in any way as a violation of any agreement, condition or practice.

The District and the Association agree that such side letters may be initiated for a period of one or two years and that renewal of side letters beyond the second school year would require the drafting of a second side letter for an individual school.

## **ARTICLE XXI: STIPULATIONS OF AGREEMENT**

### **Section 1. Effect of Agreement**

The Terms and conditions set forth in this Agreement shall supersede and cancel all previous agreements between districts now incorporated into the Moorpark Unified School District and associations now incorporated into the Moorpark Educators' Association. This Agreement shall further supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be considered part of the established policies of the Board.

### **Section 2. Completion of Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. During the term of this Agreement, the Association agrees that the Board of Education of the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the Board or the Association at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn, except as provided in Section 4. Duration of Agreement. This zipper clause shall not be interpreted to allow the District to unilaterally change established working conditions within the scope of representation without satisfying its bargaining obligation. Notwithstanding the above, changes in mandatory bargaining unit member benefits within the scope of representation due to amendment, addition or repeal of statutes through legislation or decree of court of competent jurisdiction, shall obligate the parties, within ten (10) days, upon request, to meet and negotiate concerning the provisions affected.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

### **Section 3. Separability of Provisions**

If any provisions of this Agreement are held to be contrary to law by the California or United States Supreme Court, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### **Section 4. Duration of Agreement**

The terms and conditions of this Agreement shall be in effect on the date of ratification by both parties up to and including June 30, 2023.

In year two of this agreement (2021 – 2022 school year), Salary (Article XVI) and Health Benefits (Article XVII) shall be open for negotiations as well as two other articles chosen by each party. The parties reserve the right to mutually agree to open additional articles.

In year three of this agreement (2022 – 2023 school year), Salary (Article XVI) and Health Benefits (Article XVII) shall be open for negotiations as well as two other articles chosen by each party. The parties reserve the right to mutually agree to open additional articles.

## Appendix A: Certificated Salary Schedule

MOORPARK UNIFIED SCHOOL DISTRICT							
CERTIFICATED SALARY SCHEDULE - 3%							
185 Days							
2020-2021							
	Class 1A BA Intern or Waiver	Class 1B BA + 15	Class II BA and valid CA credential	Class III BA + 30	Class IV BA + 45 or MA	Class V BA + 60 or MA + 15	Class VI BA + 75 inc. MA or MA + 30
1	38,195	39,315	47,390	47,520	48,972	49,453	52,447
2	39,188	40,580	47,520	47,657	49,103	51,708	54,698
3	40,175	41,847	47,657	47,785	50,970	53,965	56,958
4		42,664	47,785	50,236	53,224	56,224	59,218
5		44,709	49,498	52,485	55,485	58,480	61,473
6			51,746	54,749	57,744	60,743	63,733
7			54,013	57,006	59,997	62,991	65,991
8			56,262	59,261	62,257	65,252	68,246
9			58,523	61,519	64,515	67,510	70,507
10			60,779	63,776	66,769	69,768	72,760
11			63,038	66,033	69,028	72,016	75,016
12					71,793	74,901	78,020
13						76,401	80,361
14						78,129	83,531
15			65,104	68,116	73,903	80,270	85,700
20			66,925	69,937	75,724	82,091	87,522
25			69,142	72,168	77,984	84,383	89,840
30			71,096	74,122	79,938	86,337	91,793
<p>1 <b>SALARY PLACEMENT:</b> Semester units in Class 1B-VI must be subsequent to BA degree and be in upper division or graduate level courses. Placement in Class II-VI requires a valid CA credential. Maximum amount of previous teaching experience granted for salary placement shall be six (6) years of verified full-time experience requiring certification.</p> <p>2 <b>BCLAD Augmentation:</b> \$500 annually will be paid to bargaining unit members who have a BCLAD credential or certificate in recognition of services provided in translating for parent conferences and support with other communications between the school and non-English speaking homes.</p> <p>3 <b>NATIONAL BOARD CERTIFICATION STIPEND:</b> \$500 annually will be paid to bargaining unit members who earn National Board Certification. The stipend will be in effect for the ten (10) year period during which the bargaining unit member remains Nationally Certified.</p> <p>4 <b>DOCTORAL STIPEND:</b> \$500 annually will be paid to bargaining unit members who have an earned doctorate in the field of education or in a field directly related to the subject that the bargaining unit member is assigned to teach.</p> <p>5 <b>HOURLY RATES:</b> (a) Adult Ed., Home Teaching: \$35.00 (b) Inservice, Curriculum Development, Saturday School: \$23.24 (c) Prep Period Sub: \$41.45 (d) Prep Period Teaching: 1/5 of daily salary (e) Summer School: \$35.00</p>							
<p>Board Approved 11/13/18 Effective: July 1, 2018 Revision: 3% Increase on schedule (Retro to July 1) Board Approved 12/08/15 Effective: July 1, 2015 Revision: 4% Increase on schedule Board Approved 10/12/13 Effective: July 1, 2013 Revision 07/01/13: (2% Increase Range 1-14) (2.5% Increase Range 15 - 24) (3% Increase Range 25 and above)</p>							

## Appendix B: Certificated Special Education Salary Schedule

MOORPARK UNIFIED SCHOOL DISTRICT							
SPECIAL EDUCATION CERTIFICATED SALARY SCHEDULE - 3%							
186 Days							
2020-2021							
	Class 1A BA Intern or Waiver	Class 1B BA + 15	Class II BA and valid CA credential	Class III BA + 30	Class IV BA + 45 or MA	Class V BA + 60 or MA + 15	Class VI BA + 75 inc. MA or MA + 30
1	38,402	39,529	47,646	47,780	49,234	49,720	52,733
2	39,399	40,799	47,780	47,915	49,370	51,989	54,995
3	40,392	42,073	47,915	48,046	51,247	54,256	57,266
4		42,895	48,046	50,506	53,510	56,529	59,539
5		44,951	49,768	52,768	55,785	58,796	61,789
6			52,026	55,045	58,060	61,071	64,077
7			54,305	57,316	60,324	63,331	66,348
8			56,566	59,580	62,773	65,606	68,617
9			58,839	61,852	64,862	67,875	70,888
10			61,107	64,122	67,131	70,146	73,154
11			63,380	66,391	69,400	72,408	75,423
12					72,181	75,308	78,444
13						76,814	80,797
14						78,553	83,985
15			65,455	68,485	74,303	80,704	86,165
20			67,287	70,317	76,134	82,482	87,995
25			69,518	72,560	78,405	84,840	90,327
30			71,482	74,525	80,369	86,804	92,289
1	<b>SALARY PLACEMENT:</b> Semester units in Class 1B-VI must be subsequent to BA degree and be in upper division or graduate level courses. Placement in Class II-VI requires a valid CA credential. Maximum amount of previous teaching experience granted for salary placement shall be six (6) years of verified full-time experience requiring certification.						
2	<b>BCLAD Augmentation:</b> \$500 annually will be paid to bargaining unit members who have a BCLAD credential or certificate in recognition of services provided in translating for parent conferences and support with other communications between the school and non-English speaking homes.						
3	<b>NATIONAL BOARD CERTIFICATION STIPEND:</b> \$500 annually will be paid to bargaining unit members who earn National Board Certification. The stipend will be in effect for the ten (10) year period during which the bargaining unit						
4	<b>DOCTORAL STIPEND:</b> \$500 annually will be paid to bargaining unit members who have an earned doctorate in the field of education or in a field directly related to the subject that the bargaining unit member is assigned to teach.						
5	<b>HOURLY RATES:</b> (a) Adult Ed., Home Teaching: \$35.00 (b) Inservice, Curriculum Development, Saturday School: \$23.24 (c) Prep Period Sub: \$42.69 (d) Prep Period Teaching: 1/5 of daily salary (e) Summer School: \$35.00						
Board Approved 11/13/18							
Effective: July 1, 2018							
Revision: 3% Increase on schedule (Retro to July 1)							
Board Approved 12/08/15							
Effective: July 1, 2015							
Revision: 4% Increase on schedule							

**Appendix C: Stipend Schedule**  
**MOORPARK HIGH SCHOOL STIPENDS**

<b>Baseball</b>			<b>Volleyball</b>	
Varsity	\$3,640		Head	\$3,640
Junior Varsity	\$2,442		Junior Varsity	\$2,442
Frosh/Soph	\$2,442		Frosh/Soph	\$2,442
<b>Basketball</b>			<b>Wrestling</b>	
Varsity	\$3,996		Varsity	\$3,640
Junior Varsity	\$2,618		Junior Varsity	\$2,442
Frosh/Soph	\$2,442			
<b>Conditioning</b>		\$1,775	<b>Water Polo</b>	
			Head	\$3,194
<b>Cross Country</b>			<b>Tennis</b>	
Head	\$3,286		Boys (Fall)	\$2,930
Assistant	\$2,442		Girls (Spring)	\$2,930
<b>Football</b>			<b>Athletic Director</b>	
Head Varsity	\$4,173			\$4,634
Asst. Varsity (3)	\$2,888		<b>Athletic Trainer</b>	
Head Jr. Varsity	\$2,975		Fall	\$2,307
Asst. Jr. Varsity (3)	\$2,618		Winter	\$2,307
Head Freshmen	\$2,975		Spring	\$2,307
Asst. Freshmen	\$2,618		<b>Band</b>	
<b>Golf</b>			Director	\$4,260
Girls (Fall)	\$2,930		Assistant – Fall	\$2,307
Boys (Spring)	\$2,930		Assistant – Spring	\$2,307
			Tall Flags	\$2,307
<b>Soccer</b>			<b>Chorus</b>	
Varsity	\$3,286			\$3,180
Junior Varsity	\$2,618		<b>Dance Team</b>	
<b>Swimming</b>				\$2,307
Varsity	\$3,194		<b>Pep Squad</b>	
Jr. Varsity	\$2,442		Varsity	\$3,017
<b>Stunt</b>			Junior Varsity	\$3,017
Varsity	\$2,930		<b>Student Activities Director</b>	
<b>Track</b>				\$4,285
Head	\$3,817		<b>Advisors</b>	
Assistant (2)	\$2,442		Junior	\$1,064
			Senior	\$2,398
			Academic Competition	\$2,240
			Academic Comp. Asst.	\$1,723

FBLA	\$2,307	<b>Renaissance</b>	\$1,775
FBLA Assistant	\$1,775		
<b>AVID Coordinator</b>	\$2,307	<b>Multi Media Coordinator</b>	\$2,307
<b>Drama Fall</b>	\$1,687	<b>Speech/Debate</b>	\$2,307
<b>Performing Arts (2)</b>	\$3,373	<b>Student Study Team</b>	\$ 711
<b>Set Design</b>	\$3,373	<b>Department Chairs</b>	
<b>Spring Musical</b>		Up to 5 FTE	\$1,011
<b>Pit Conductor</b>	\$1,637.50	6-10 FTE	\$1,772
		11 or more FTE	\$2,432
<b>Yearbook</b>	\$ 2,912		

#### MIDDLE SCHOOLS

<b>Band</b>	\$2,307	<b>Curriculum Leaders</b>	\$1,011
<b>Chorus (CMS)</b>	\$2,307	<b>Student Activities</b>	\$3,549
<b>Drama (MVMS)</b>	\$2,307	<b>Director</b>	

#### ELEMENTARY AND ALTERNATIVE SCHOOLS

<b>Curriculum Leaders</b>	\$1,011	<b>Performing Arts</b>	\$2,307
<b>Grade Level Leaders</b>		<b>Advisor (HSMC)</b>	
<b>(1 each Grade 1-5)</b>	\$1,011	<b>Leadership Class</b>	\$2,307
		<b>Advisor (HSMC)</b>	

# Appendix D: School Year Calendar

**MOORPARK UNIFIED SCHOOL DISTRICT  
2020-2021 SCHOOL YEAR CALENDAR  
CERTIFICATED/CLASSIFIED/STUDENT  
Work Year**

		S	M	T	W	Th	F	S				S	M	T	W	Th	F	S				
				1	2	*3	4	3-Independence Day observed									*1	2	Winter Recess - (Dec. 21 - Jan. 1- New Year's Day)			
<b>July</b>		5	6	7	8	9	10	11				<b>January</b>	3	▶4	5	6	7	8	9			
2020		12	13	14	15	16	17	18				2021	10	11	12	13	14	15	16			
		19	20	21	22	23	24	25					17	*18	19	20	21	22	23			
		26	27	28	29	30	31						24	25	26	27	28	29	30			
													31									T-18 S-18 /Total SD=95
							1						1	2	3	4	5	6				
<b>August</b>		2	3	4	5	6	7	8	14- Inservice (SPED Teachers & SLP's)			<b>February</b>	7	8	9	10	11	▶12	13	12 - Recess (Teachers, Students, S.Y.C.*)		
2020		9	10	11	12	13	◻14	15	17-21- Inservice (Teachers)			2021	14	*15	16	17	18	19	20	15 - President's Day		
		16	◆17	◆18	◆19	◆20	◆21	22	18 - Inservice (S.Y.C.*)				21	22	23	24	25	26	27			
		23	☺24	25	26	27	28	29	24 - First Day of School (Students & S.Y.C.*)				28									
		30	31						T-11 S-6													T-18 S-18 /Total SD=113
				1	2	3	4	5					1	2	3	4	5	6				
<b>September</b>		6	*7	8	9	10	11	12	7 - Labor Day			<b>March</b>	7	8	9	10	11	12	13			
2020		13	14	15	16	17	18	19				2021	14	15	16	17	18	19	20			
		20	21	22	23	24	25	26	28 -Recess (Teachers, Students, S.Y.C.*)				21	22	23	24	25	26	27	(Teachers, Students & S.Y.C.*)		
		27	▶28	29	30								28	29	30	31						T-20 S-20 /Total SD= 133
									T-20 S-20 /Total SD= 26													T-20 S-20 /Total SD= 133
					1	2	3										1	*2	3	Spring Recess (Mar. 29 - Apr. 5) -		
<b>October</b>		4	5	6	7	8	9	10				<b>April</b>	4	5	6	7	8	9	10	(Teachers, Students & S.Y.C.*)		
2020		11	12	13	14	15	16	17				2021	11	12	13	14	15	16	17	2 - District Holiday		
		18	19	20	21	22	23	24					18	19	20	21	22	23	24			
		25	26	27	28	29	30	31					25	26	27	28	29	30				T-19 S-19 /Total SD=152
									T-22 S-22 /Total SD=48													T-19 S-19 /Total SD=152
		1	2	3	4	5	6	7											1			
<b>November</b>		8	9	10	*11	12	13	14	11-Veterans' Day			<b>May</b>	2	3	4	5	6	7	8			
2020		15	16	17	18	19	20	21	23-25-Recess (Teachers, Students, S.Y.C.*)			2021	9	10	11	12	13	14	15			
		22	▶23	▶24	▶25	*26	*27	28	26 -Thanksgiving				16	17	18	19	20	21	22	28 -Recess (Teachers, Students, S.Y.C.*)		
		29	30						27 -Holiday				23	24	25	26	27	▶28	29	31 - Memorial Day		
									T-15 S-15 /Total SD=63				30	*31								T-19 S-19 /Total SD=171
									T-15 S-15 /Total SD=63													T-19 S-19 /Total SD=171
				1	2	3	4	5	Winter Recess-(Dec. 21-Jan. 1)						1	2	3	4	5	11 - Last Day of School		
<b>December</b>		6	7	8	9	10	11	12	(Teachers, Students & S.Y.C.*)			<b>June</b>	6	7	8	9	10	☺11	12	(Teachers, Students & S.Y.C.*)		
2020		13	14	15	16	17	18	19	24 -Holiday			2021	13	14	15	16	17	18	19			
		20	21	22	23	*24	*25	26	25 -Holiday				20	21	22	23	24	25	26			
		27	28	29	30	*31			31-Classified Holiday declared by the District				27	28	29	30						T-9 S-9 /Total SD= 180
									T-14 S-14 /Total SD=77													T-9 S-9 /Total SD= 180

- \* Holiday
- ◆ Teacher Inservice
- ▶ Recess Day
- ◻ SPED Teachers & SLP's Inservice
- ☺ Winter & Spring Recess
- ☺ First & Last Day of School
- 🎓 Promotion Day

**REVISED** -☺ First day of school for students is now August 24, 2020

T = Teaching Days  
S = Student Days  
S.Y.C.\* = Work Days  
\*School Year Classified Employee: Work year is first day of school to last day of school and includes Inservice work day on August 18, 2020.

185 (186 days for SPED Teachers & SLP)  
Total 180  
Total 181\*

## Appendix E: School Year Calendar HS@MC 2020-2021

S M T W T F S							S M T W T F S												
July 2020				1	2	3	4	<b>4: Independence Day</b>	January 2021						1	2	<b>1-5: Recess</b>		
	5	6	7	8	9	10	11		1	3	4	5	6	7	8	9	<b>6: HSMC Classes Begin</b>		
	12	13	14	15	16	17	18		2	10	11	12	13	14	15	16	<b>11: MC Classes Begin</b>		
	19	20	21	22	23	24	25		S17 T17	3	17	18	19	20	21	22	23	<b>18: MLK Jr. Day</b>	
	26	27	28	29	30	31			4	24	25	26	27	28	29	30			
August 2020							1	<b>3-7: Teacher In-Service</b>	5	31									
S16 T21	1	2	3	4	5	6	7	8	<b>10: HSMC Classes Begin/Qtr. 1</b>	February 2021		1	2	3	4	5	6		
	2	9	10	11	12	13	14	15	<b>14: Fall Electives Begin</b>	2021	6	7	8	9	10	11	12	13	<b>12 &amp; 15: Recess/President's Day</b>
	3	16	17	18	19	20	21	22	<b>17: MC College classes start</b>	S18 T18	7	14	15	16	17	18	19	20	
	4	23	24	25	26	27	28	29	<b>25: Back To School Night</b>	8	21	22	23	24	25	26	27		
	5	30	31							9	28								
September 2020			1	2	3	4	5	<b>7: Labor Day</b>	March 2021		1	2	3	4	5	6			
S21 T21	6	6	7	8	9	10	11	12		2021	10	7	8	9	10	11	12	13	<b>12: 3rd Qtr. Ends</b>
	7	13	14	15	16	17	18	19		S20 T20	11	14	15	16	17	18	19	20	<b>29-31: Spring Break</b>
	8	20	21	22	23	24	25	26		12	21	22	23	24	25	26	27		
	9	27	28	29	30					13	28	29	30	31					
October 2020				1	2	3		<b>9: 1st Qtr. Ends</b>	April 2021	14	4	5	6	7	8	9	10	<b>1-2: Spring Break</b>	
S22 T22	10	4	5	6	7	8	9	10		2021	15	11	12	13	14	15	16	17	<b>27: MC Inservice / HSMC Here</b>
	11	11	12	13	14	15	16	17		S20 T20	16	18	19	20	21	22	23	24	
	12	18	19	20	21	22	23	24		17	25	26	27	28	29	30			
	13	25	26	27	28	29	30	31											
November 2020		1	2	3	4	5	6	7		May 2021	18	2	3	4	5	6	7	8	<b>13-19: College Finals</b>
S15 T15	15	8	9	10	11	12	13	14	<b>11: Veteran's Day</b>	2021	19	9	10	11	12	13	14	15	<b>10-25: HSMC Sem. 2 Finals</b>
	16	15	16	17	18	19	20	21	<b>23-25: Recess Days</b>	S17 T17	20	16	17	18	19	20	21	22	<b>19: Last Day MC Classes</b>
	17	22	23	24	25	26	27	28	<b>26-27 Thanksgiving Holiday</b>	21	23	24	25	26	27	28	29	<b>21, 24, 25: Friday's Schedule</b>	
	18	29	30								30	31						<b>25: Graduation/Last day</b>	
December 2020			1	2	3	4	5	<b>10-16: College Finals</b>	June 2021			1	2	3	4	5			
S14 T14	19	6	7	8	9	10	11	12	<b>7-18: HSMC Sem. 1 Finals</b>	2021	6	6	7	8	9	10	11	12	
	20	13	14	15	16	17	18	19	<b>17-18: Friday's Schedule</b>		13	13	14	15	16	17	18	19	
	21	20	21	22	23	24	25	26	<b>18: Last day of Sem. 1</b>		20	20	21	22	23	24	25	26	
	22	27	28	29	30	31			<b>21-31: Winter Break</b>		27	27	28	29	30				
	<b>First Day HSMC Last Day HSMC</b>																		
	<b>Instruction day</b>																		
	<b>Teacher In-Service/No Students</b>							<b>PROGRESS REPORT DATES:</b>										<b>PROGRESS REPORT DATES:</b>	
	<b>Recess/Holidays</b>							October 16th, 2020										March 19th, 2020	
	<b>College Classes Begin</b>																		
1st Semester:	<b>Special Event</b>								2nd Semester:									<b>Total Days</b>	
S90/T93	<b>Friday's Schedule: Dec. 17-18 &amp; May 22-26. See Note below for h</b>								S90/T92									S180/T185	

NOTE: Friday's Schedule is in session from 9:00 a.m. – 12:00 noon. Last Day for Students and Graduation Day is May 25, 2021.