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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MUROC JOINT UNIFIED SCHOOL DISTRICT**

**AND**

**MUROC EDUCATION ASSOCIATION CTA/NEA**



**JULY 1, 2017 - JUNE 30, 2020**

1 MEA CONTRACT

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**ARTICLE I**  
**INTRODUCTION**

- A. The provisions contained herein constitute a bilateral and binding agreement by and between the Muroc Joint Unified School District (hereinafter referred to as "District" or "Employer") and the Muroc Education Association CTA/NEA (hereinafter referred to as "Exclusive Representative" or "Association"), an employee organization, and applies to certificated bargaining unit members (hereinafter referred to as "employee").
  
- B. This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code (hereinafter referred to as the "Act").

**ARTICLE II**  
**RECOGNITION**

A. It is agreed that the following is an appropriate unit for negotiations:

1. **Inclusions:** All regular permanent and probationary certificated employees, all temporary teachers who are hired for or who work one (1) semester or more during a school year, all home teachers and all substitute teachers who work thirty (30) days or more in a school year. This does not prohibit any teacher from joining the Association at any time.
2. **Exclusions:** All classified and other noncertificated personnel, all management, supervisory and confidential employees as currently designated by the District; all day-to-day substitutes and all home teachers who work less than thirty (30) days in a school year, and all teacher aides, athletic aides and student teachers.

B. The parties agree that the current school psychologist is a supervisor within the meaning of Government Code Section 3540.1CM.

**ARTICLE III**  
**NONDISCRIMINATION**

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- 3 A. Neither the District nor the Association shall unlawfully discriminate against any employee covered by  
4 this Agreement. No employee in the bargaining unit shall be appointed, reduced, removed, or in any  
5 way favored or discriminated against because of his/her political opinions or affiliations, or because of  
6 race, national origin, religion or marital status, and to the extent prohibited by law, no person shall be  
7 discriminated against because of age, sex or handicap. The parties agree and understand that the  
8 responsibility for an affirmative action plan rests with the employer.
- 9 B. Neither the District nor the Association shall discriminate against any employee on the basis of his/her  
10 membership/non-membership or participation/nonparticipation in the activities of an employee  
11 organization.
- 12 C. This Agreement shall be applied uniformly and consistently to all unit members.
- 13 D. The provisions of this Agreement will not be applied in a manner which is arbitrary, capricious or  
14 discriminatory by either the District or the Association.
- 15 E. Any individual contract between the Board and an individual unit member shall be subject to and  
16 consistent with the terms and conditions of this Agreement.
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**ARTICLE IV**  
**PERSONNEL FILES**

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3 A. Materials in personnel files which may serve as a basis for affecting an employee's employment status  
4 shall be available for inspection by the employee or by a representative designated in writing by the  
5 employee. (Education Code section 44031)
- 6 1. Ratings, reports or records which were obtained prior to the employment of the employee, or as  
7 otherwise excluded by law, shall be excluded from review by the employee or the employee's  
8 representative.
- 9 2. Every employee shall be allowed to inspect the materials in the employee's personnel file upon  
10 request, provided that the request is made at a time when such person is not actually required to  
11 render services to the employing district.
- 12 3. Unauthorized personnel shall not have access to personnel files.
- 13 4. Personnel logs shall be attached to each unit member's file, listing the contents and date of entry  
14 in that file. Each file, upon inspection and/or entry, must be documented as to the reviewing  
15 persons, date and signature. Files shall be retroactively logged, as necessary.
- 16 B. Information of a derogatory nature, except information contained in an employee's evaluation and  
17 information excluded from review by the employee pursuant to Paragraph A(1) above, shall not be  
18 entered or filed in the employee's personnel file unless and until the employee is given notice and an  
19 opportunity to review and comment thereon. Such material shall be brought to the employee's attention  
20 as soon as possible (but in no event shall the time exceed ten [10] days). Such material shall bear the  
21 date of occurrence, date employee is notified and date of entry into the file. (Education Code section  
22 44031)
- 23 1. The review shall take place during normal business hours, and the employee shall be released  
24 from duty for this purpose without salary reduction.
- 25 2. An employee shall have the right to enter, and have attached to any derogatory statements, the  
26 employee's own comments. If the employee has not filed a response within ten (10) days of  
27 notification, the District shall file the derogatory statement. Any response filed after the ten (10)  
28 day period shall be attached to the derogatory statement.
- 1 C. When signed, complaints arising from a third party being considered for inclusion in the employee's  
2 personnel file, shall be brought to the attention of the employee as soon as possible (but in no event  
3 shall this time exceed ten [10] days).
- 4 1. As part of the consideration on placement in the file, the District shall investigate the basis for  
5 the complaint.
- 6 2. The District shall attempt to set up a meeting between the employee and the complaining  
7 party(s). Following the meeting between the complaining party(s), if one is held, or in the event  
8 no meeting is held, if the District determines to include the complaint in the employee's file, the  
9 employee shall be notified of the pending placement in the personnel file and shall be allowed to  
10 file a response as provided in paragraph B(2) above.

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- D. District-initiated material to be included in the personnel file (except routine clerical work) shall be signed and dated by the originator, and by the teacher in whose file the material is to be placed. In the event that a teacher refuses to sign such materials, the originator shall so indicate on the materials and have a witness sign the document testifying that the teacher received a copy of the materials and refused to sign the materials. In all cases, the teacher is to receive a copy of such materials. The materials are then to be placed in the teacher's personnel file.
- E. The contents of an employee's personnel file shall be kept in the strictest confidence in keeping with the appropriate provisions of the California Education and Government Codes.
- F. Statements or charges contained in the personnel file that are proven to be false or without substantiation shall be removed in accordance with applicable law.

**ARTICLE V**  
**ASSOCIATION RIGHTS**

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- 3 A. The Association shall have the right to access at reasonable times to areas in which employees work,  
4 the right to use institutional bulletin boards, mailboxes and other means of communication, subject to  
5 reasonable regulations, and the right to use institutional facilities at reasonable times under civic center  
6 provisions for the purpose of meetings concerned with the exercise of the rights guaranteed by  
Government Code Section 3543.1. The Association shall have the right to use a bulletin board located  
in faculty lounges at each school.
- 7 B. The District agrees to furnish access to any public documents in its possession needed by the  
8 Association to exercise its responsibilities as bargaining agent when requested in writing. Copies shall  
be provided at ten cents (10¢) per page.
- 9 C. Authorized representatives of the Association shall be permitted to transact official Association  
10 business on school property at all reasonable times after notifying the site office personnel that they  
11 have entered school property for such purpose and provided they do not interfere in the employees'  
instructional duties.
- 12 D. The Association shall have available a total of fifty (50) days of leave which shall be paid provided that  
13 the Association shall reimburse the District for the cost of substitutes. Approval in writing shall be  
requested three (3) working days prior to granting of leave.
- 14 E. The District shall provide the Association with one (1) copy of the Agreement for each unit member  
15 plus ten (10) additional copies.
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**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

A. **Definitions:**

1. **Grievance:** is a claim by the grievant that there has been a violation, misapplication or misinterpretation of an express provision(s) of this Agreement.
2. **Grievant:** is a member of the bargaining unit who files a grievance.
3. **Day:** is a day when the District Office is open for business (excluding the winter and spring recess and the period from the end of school to the beginning of school) unless the grievant and the District agree to move the grievance during the summer recess.
4. **Immediate supervisor:** is the non-unit person with immediate jurisdiction over the grievant.
5. **District Grievance Form:** shall mean a District provided form which shall be completed in writing.

B. **Miscellaneous Provisions:**

1. Time limits may be extended or shortened by mutual agreement of the grievant and the Superintendent.
2. The grievant, designated bargaining unit representative(s), and witnesses employed by the District, if any, participating in the processing of the grievance, shall suffer no loss in pay while attending meetings or appointments necessitated by the grievance which are mutually scheduled by the District and the Exclusive Representative.
3. An employee may present a grievance to the employer and have such grievance adjusted without the intervention of the Exclusive Representative. Any adjustment shall not be inconsistent with the terms of this Agreement. The employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.
4. Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance, shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.
5. If the District fails to respond to the grievance pursuant to the time lines at each level, the grievance is denied and the grievant may proceed to the next level.
6. No reprisal will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. Forms and documents prepared solely for the processing of a grievance, which could not in the normal course of business be filed in an employee's personnel file, shall not be placed therein, and shall be maintained in a separate file.

- 1 7. The grievant shall conform to the original directive of the District until such time as the  
2 grievance is resolved unless the unit member(s) health or safety is in jeopardy.
- 3 8. If a grievance arises at a level above the employee's immediate supervisor or school principal, the  
4 initial filing, which shall comply with the provisions of Level One, shall be made at Level Two.
- 5 9. If at any time during the pendency of a grievance, prior to the conclusion of Level Two, one (1)  
6 or more other grievances are timely filed by any bargaining unit member(s) involving the same or  
7 essentially the same facts and issues, the parties may determine that the later filed grievances  
8 shall be consolidated and heard together starting at the level at which the earliest grievance is  
9 then pending.
- 10 10. Written grievances as provided in this procedure shall contain the information required below:  
11 a. name of grievant;  
12 b. date of filing;  
13 c. date of alleged violation;  
14 d. specific provision(s) of Article(s) alleged to have been violated, misapplied or  
15 misinterpreted;  
16 e. statement of grievance;  
17 f. specific relief requested;  
18 g. the grievant's signature.

19 Written grievances which do not contain the required data may be rejected as improperly filed; such  
20 rejection shall not extend time limits of this Article. The grievant(s) shall be notified of the rejection  
21 by the end of the business day following the day of receipt by the District.

22 C. **Level One:**

- 23 1. An employee's grievance shall be submitted orally to the grievant's immediate supervisor within  
24 ten (10) working days after the event giving rise to the grievance, or within ten (10) days of when  
25 the grievant could reasonably have known of the occurrence, act or omission giving rise to the  
26 grievance.
- 27 2. When requested by the teacher and/or immediate supervisor, and with advance notice of at least  
28 one (1) school day to either party, a teacher representative(s) of the teacher's choice or a  
representative(s) of the Association and a representative(s) of management, may be present to  
assist in this resolution.

D. **Level Two:** Should such Level One processes fail to resolve the grievance, a written grievance shall be  
filed within five (5) working days after the Level One meeting. The school principal or designated  
representative shall have five (5) working days to give a written decision after receipt of the grievance.  
During this five (5) day period, the immediate supervisor may request and hold a conference with the  
grievant and/or the grievant's representative.

E. **Level Three:** If the grievance is denied at Level Two, the grievant may appeal to Level Three by  
written notice to the appropriate District Office administrative personnel and the President of the  
Association within five (5) working days. A meeting will be arranged to review and discuss the  
grievance. Such meeting will take place within five (5) working days from the date the grievance is  
received by the District Office administrative personnel. A written decision shall be rendered by the  
District Office administrative personnel within ten (10) working days from the date of such meeting.

1 F. **Level Four:**

- 2 1. If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no  
3 written decision has been rendered within the time limits of Level Three, the grievant may,  
4 within ten (10) days after a decision by the appropriate District Office administrative personnel,  
5 or within ten (10) days of the Level Three time limits, request, in writing, that the District and  
6 Association submit the grievance to mediation. The Association, by written notice to the  
7 Superintendent within fifteen (15) days after receipt of the request from the aggrieved person,  
8 may submit the grievance to mediation.
- 9 2. The parties shall request the services of a mutually acceptable mediator from the California State  
10 Conciliation Service within five (5) school days following written notice to the Superintendent  
11 that the grievant is not satisfied with the decision at Level Three. The Association or District  
12 may waive this step if a mediator is not available within a reasonable period of time. The parties  
13 shall attempt to mediate a settlement to the grievance.

14 G. **Level Five:**

- 15 1. If the grievant is not satisfied with any proposed settlement during mediation, or if mediator has  
16 not been successful, the grievant may, within five (5) days after mediation, request in writing that  
17 the Association submit the grievance to arbitration. The Association, by written notice to the  
18 Superintendent or designee within fifteen (15) days after receipt of the request from the  
19 aggrieved person, may submit the grievance to binding arbitration. If any question arises as to  
20 the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after  
21 he/she has had an opportunity to hear the merits of the grievance.
- 22 2. As soon as possible and in any event not later than ten (10) working days after the District  
23 receives written notice of the Association's desire to arbitrate, or the completion of mediation, the  
24 parties shall attempt to agree upon an arbitrator from the following panel:
- |                               |                              |
|-------------------------------|------------------------------|
| 25 Arnold Anderson (Dist.)    | Joseph F. Gentile (Dist.)    |
| 26 Donald A. Anderson (Dist.) | Edgar A. Jones, Jr. (Assoc.) |
| 27 Howard Block (Assoc.)      | John Kagel (Dist.)           |
| 28 Bonnie Bouge (Assoc.)      | William Levin (Dist.)        |
| Thomas Christopher (Assoc.)   | Emily Maloney (Assoc.)       |
| David A. Conception (Dist.)   | Philip Tamoush (Assoc.)      |
| Wayne Estes (Assoc.)          |                              |

If no agreement is reached within said ten (10) days, the Association and the District shall select the arbitrator from the list by eliminating names until one (1) name remains. The first option of elimination shall alternate. All grievances which go to arbitration shall be numbered consecutively with the Association striking first on all odd numbered grievances and the District striking first on all even numbered. The one (1) remaining name shall be the arbitrator.

- 29 3. The parties to this Agreement may waive the use of the Voluntary Labor Arbitration Rules of the  
30 American Arbitration Association and may mutually agree to use the Expedited Labor  
31 Arbitrations Rules of the American Arbitration Association.
- 32 4. The arbitrator shall be bound by the rules of the American Arbitration Association. The  
33 arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning and  
34 conclusions on the issues submitted. The arbitrator will be without authority to make any

1 decision which requires the commission of an act prohibited by law or which is violative of the  
2 terms of this Agreement. The arbitrator is empowered to include in his/her award such financial  
3 or other remedies to which the parties are entitled by law. The arbitrator shall not include a  
4 remedy which includes a monetary award as a penalty. The decision of the arbitrator will be  
submitted to the Superintendent and the Association and will be final and binding upon the  
parties to this Agreement.

- 5 5. The arbitration shall be limited solely to the interpretation and application of this Agreement to  
6 the precise issue(s) submitted for arbitration. The arbitrator shall not determine any other  
7 issue(s). Where the District has made a judgment involving the exercise of discretion, the  
8 arbitrator shall review such decision solely to determine whether the decision has violated the  
9 Agreement; and the arbitrator shall not substitute his judgment for that of the District.
- 10 6. The parties agree that no grievance shall be filed regarding the dismissal or non-reelection of a  
11 probationary employee or seeking the re-employment of a probationary employee who was  
12 dismissed or non-reelected pursuant to the appropriate Education Code.
- 13 7. All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall  
14 bear the expense of the presentation of its own case. The parties agree to equally share the  
15 expense of other mutually agreed upon expenses (cost of hearing transcript, meeting room, etc.).
- 16 8. If an arbitration panel member needs to be replaced, the party who nominated that panel member  
17 shall nominate a new replacement panel member. Each panel member shall be designated as to  
18 which party to this Agreement nominated him/her.
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**ARTICLE VII**  
**MEMBERSHIP/DUES DEDUCTION**

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- 3 A. Any unit member who is a member of the MEA, CTA/NEA, or who has applied for membership, may  
4 sign and deliver to the District an assignment authorizing deduction of unified membership dues,  
5 initiation fees and general assessments in the Association. Pursuant to such authorization, the District  
6 shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month  
7 for ten (10) months. Deductions for unit members who sign such authorization after the  
8 commencement of the school year shall be appropriately prorated to complete payments by the end of  
9 the school year. Any unit member who is a member of the Association shall maintain such membership  
10 for the duration of this Agreement.
- 11
- 12 B. Any unit member who is not a member of the MEA, CTA/NEA, or who does not make application for  
13 membership within thirty (30) days from the date of commencement of assigned duties within the  
14 bargaining unit for those hired after January 1, 1987, shall become a member of the Association or pay  
15 to the Association a fee in an amount equal to unified membership dues, initiation fees and general  
16 assessments, payable to the Association in one (1) lump sum cash payment in the same manner as  
17 required for the payment of membership dues. In the event that a unit member shall not pay such fee  
18 directly to the Association, the District shall immediately begin automatic payroll deduction as  
19 provided in Education Code Section 45061 and in the same manner as set forth in paragraph A of this  
20 Article. There shall be no charge to the Association for such mandatory agency fee deduction.
- 21
- 22 C. Any unit member who is a member of a religious body whose traditional tenets or teachings include  
23 objections to joining or financially supporting employee organizations shall not be required to join or  
24 financially support MEA, CTA/NEA; except that such unit member shall pay, in lieu of a service fee,  
25 sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable  
26 funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:
- 27 1. American Heart Association; or
  - 28 2. American Cancer Society; or
  3. United Way; or
  4. Foundation to Assist California Teachers (FACT).
- 29
- 30 D. Proof of payment and a written statement of objection, along with verifiable evidence of membership in  
31 a religious body whose traditional tenets or teaching object to joining or financially supporting  
32 employee organizations pursuant to section C above, shall be made on an annual basis to District as a  
33 condition of continued exemption from the provisions of sections A and B of this Article. Payment  
34 shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment and  
35 to whom payment in lieu of service fee has been made. Such proof shall be presented on or before  
36 (same date as cash dues/fees) of each school year. The Association shall have the right of inspection in  
37 order to review said proof of payment.
- 38
- 39 E. With respect to all sums deducted by the District pursuant to sections A and B above, whether for  
40 membership dues or agency fee, the District agrees promptly to remit such monies to the Association  
41 accompanied by an alphabetical list of unit members for whom such deductions have been made,  
42 categorizing them as to membership or non-membership in the Association, and indicating any changes  
43 in personnel from the list previously furnished.
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- 45 F. The Association agrees to furnish any information needed by the District to fulfill the provision of this  
46 Article.

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G. The Association and the District hereby agree as follows:

1. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation thereof provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
2. The Association shall indemnify and hold harmless the District, its officers, agents and employees from any judgment or settlement liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried or appealed.
3. The Association agrees it will not challenge the District's refusal to take dues/fees if refusal is pursuant to a court order directing the District to discontinue the dues/fees.

**ARTICLE VIII**  
**HOURS OF EMPLOYMENT/WORKDAY**

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3 A. For the term of this Agreement, the school calendar shall include one hundred eighty (180) student  
4 instruction days. The calendar shall include two (2) non-instruction days during the school year. The  
5 District shall have the discretion to designate three (3) additional days as staff development days, which  
6 attendance will be mandatory. These three days will be tied to the beginning or end of the school year,  
7 unless agreed upon by both parties. For these three (3) days, unit members must be in attendance for  
8 the entire day in order to receive their individual daily rate of pay. The Friday of the week prior to the  
9 first day of student instruction will be the first regular workday of the work-year, and will be used for  
10 district and school administrative meetings. Unit members will be required to work one (1) day  
11 following the last day of student instruction. The site administrator can release early once duties are  
12 complete the last work day.

13  
14 As long as the Beginning Teachers Support and Assessment (BTSA) and Intern Programs or some  
15 similar program is in effect, the District may require five (5) additional days per year for all first-year  
16 teachers and four (4) additional days for all second-year teachers paid at the teacher's daily rate of pay.

17  
18 Any situation for any individual or district-wide school closure that requires a state waiver will be  
19 applied for if required by the State. If additional days are needed for make-up of student attendance  
20 days due to inclement weather, they will be made up at the end of the school year. Employees shall not  
21 be required to report for duty when schools have been closed due to inclement weather by order of the  
22 administration.

23 B. The school calendar shall be incorporated into the contract as an Appendix.

24 C. The last day of required attendance for students shall be a minimum day for students only. The day  
25 prior to the Thanksgiving and winter recess periods, shall be District-wide minimum days for students  
26 and unit members. Additional minimum days of instruction may be scheduled at the discretion of the  
27 District.

28 D. "**Preparation Period**" shall mean an assigned period of time set aside for teachers of grades TK  
through twelve (TK-12) (except on minimum days and days in which students are not in attendance) to  
be used for professional preparation and planning purposes, school-related duties, teacher/student  
conferences, teacher/parent conferences, teacher/administrator conferences, and for covering another  
teacher's classes in an emergency situation on an equitable basis between teachers having a common  
preparation period.

1. Preparation time for teachers of grades transitional kindergarten/kindergarten through six (TK/K-  
6) shall be forty-five (45) minutes per week, which will be scheduled to occur on Friday, at the  
end of the duty day. No meetings will be scheduled by the site/District during the unit member's  
preparation time. This preparation time shall be equitable at all sites throughout the district. In  
addition, TK/K-6 shall be provided a twenty (20) minute duty-free recess period during morning  
instruction.

2. Preparation time for teachers of grades seven through twelve (7-12) shall normally consist of one  
(1) class period per school day.

1 3. The amount of student instructional minutes shall not be increased beyond the 2016-17 student  
2 instructional minutes for grades TK through sixth (TK-6). There shall be a minimum of 45 daily  
minutes of preparation time for teachers of grades TK through sixth (TK-6).

3 4. The amount of student instruction time shall not be increased beyond a weekly average of two  
4 hundred eighty-five (285) minutes per instructional day per teacher in grades seven through  
twelve (7-12) unless so agreed to by the parties in a successor collective bargaining agreement.

5 E. Any unit member who is required by the District to take another unit member's class during his/her  
6 preparation time shall be compensated at the hourly rate of the third column, sixth step, of the teacher's  
7 salary schedule. The District/school site will create a rotation schedule for such additional assignments  
8 equitably to all eligible unit members whose preparation period is scheduled at a time when internal  
9 substitutes are required. The site will ask for volunteers first. If no one volunteers the site will use the  
10 rotation schedule to cover the class. Any unit member who is required by the District to cover for  
11 another unit member's contracted/assigned duties for a particular period of time shall be compensated  
12 at the hourly rate of the third column, sixth step, of the teacher's salary schedule. This provision shall  
not apply to resource or speech students when the District is unable to hire a substitute. However, the  
District will make a good faith effort to hire a substitute resource teacher or speech therapist when the  
regular teacher is absent. When students are divided between two (2) or more unit members, the  
compensation will be pro-rated among the unit members.

13 F. The normal workday for bargaining unit members shall be 7:30 a.m. to 3:00 p.m., or the equivalent  
thereof approved in advance by the District and the majority of the unit member(s) involved.

14 G. Unit members shall render reasonable additional services as defined herein. The service requirement  
15 described above shall be required for all unit members placed on a basic salary schedule. Reasonable  
additional services shall not exceed forty (40) hours per year for the following activities:

- 16 1. parent/student/teacher conference that cannot be held during the regular school day;
- 17 2. parent/faculty meetings and activities;
- 18 3. open house/back-to-school night;
- 19 4. extended professional meetings and curriculum development activities;
- 20 5. inservice training (not to exceed eight [8] hours in the school year, no single meeting to exceed  
21 two [2] hours beyond the school day).



**ARTICLE IX**  
**TEACHING CONDITIONS**

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- 3 A. The District will make a good faith effort to ensure that classrooms are supplied with properly
- 4 maintained equipment/facilities, and supplies necessary to implement course objectives.
- 5 B. During the term of this Agreement, each member (K-6) will be allotted the sum of one hundred twenty-
- 6 five dollars (\$125) and grades 7-8 will be allotted the sum of seventy-five dollars (\$75) per year to use
- 7 between September and April at his/her discretion to implement course objectives. Such amount is to
- 8 be in addition to other budget appropriations. All expenditures require the approval of the District.
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**ARTICLE X**  
**SALARY/STIPEND/EXTRA-CURRICULAR**

A. **Salary Schedule Implementation:**

1. See Appendix A (Salary Schedule) and Appendix B (Stipend Schedule). The stipend fund will be adjusted to cover the increase to the Stipend Salary Schedule.
2. Effective July 1, 2019, unit members' salary schedules (Appendix A) shall increase one percent (1%).
3. Unit members will be compensated at ninety percent (90%) of their individual daily rate of pay for each staff development day they attend. Payment will be made for complete days (the seven [7] hours may be divided into separate days; i.e., 3 days x 2.33 hours = 7 hours) and will be made in the next payroll cycle following the completion of each seven (7) hours of staff development.
4. The annual salaries set forth in this Agreement shall be paid in twelve (12) installments, payable on the last working day of each month with appropriate deductions as mutually agreed between the District and Association. Unit members may pick up July paycheck at District Office on the date designated by the District, or request the District to mail paycheck by providing a self-addressed envelope.
5. Effective March, 1997, salary payments for services in addition to the unit member's regular assignment shall be made not later than the tenth (10th) day of the month following the payroll period in which the service was performed.
6. New certificated employees shall be granted full credit for prior full-time paid public and private school certificated experience while working under a CTC recognized credential prior to employment by the Muroc Joint Unified School District.
7. Counselors shall have a work year which includes ten (10) additional days to be paid on the Salary Schedule at their daily rate of pay. School nurses shall have a work year which includes eight (8) additional days to be paid on the Salary Schedule at their daily rate of pay. These additional days for counselors and nurses shall be included in the basic contract of employment and shall receive STRS credit.
8. **Signing Bonus.** Unit members employed by the District for the first time in specific academic areas of need, as solely determined by the District, will receive a signing bonus of up to \$6,000.00, paid out as follows:

<b><u>Paid:</u></b>	End of year 1 employment	\$2,000.00
	End of year 2 employment	\$2,000.00
	End of year 3 employment	\$2,000.00

B. A year of service for advancement on the salary schedule shall be defined as three-fourths (¾) of the regularly scheduled work year.

C. Credit for movement on the salary schedule shall be given for graduate courses taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission and are related to the educational program of the District. All other units of study must be pre-

1 approved by the District. College or university units used for advancement on the Salary Schedule shall  
2 be based on semester units. A quarter unit shall have the equivalent value of two-thirds (2/3) of a  
semester unit.

3 By the end of the last teaching day in April, unit members must notify the District, in writing, of their  
4 intent to move a column(s) on the Salary Schedule. All coursework for advancement on the Salary  
5 Schedule must be completed by the start of the school year for first semester column advancement or no  
6 later than the last day of first semester for second semester column advancement. Verification of  
7 successful completion of coursework must be in the District Office no later than the first day of student  
8 instruction and can be in the form of a letter from the college/university/professor or may be official  
transcripts. Members are encouraged to present official verification as soon as possible upon the  
completion of coursework. However, official transcripts must be received by October 31 for first  
semester and March 1 for second semester.

9 **D. Extra-Curricular Duties:**

- 10 1. "Extra-curricular duties" mean those duties which are performed outside the school day.
- 11 2. These duties shall be filled first by paid certificated bargaining unit volunteers and then by paid  
12 or unpaid volunteers outside of the unit.
- 13 3. Unit members may get other unit members to cover their duty, subject to the approval of the  
14 administrator.
- 15 4. When no other unit members can cover an assigned duty (per paragraph 4) and upon the unit  
16 member's request, the site administrator will attempt to fill the assignment from non-unit  
17 members.
- 18 5. The unit member shall receive twenty-five (\$25) per hour for these extra-curricular duties stated  
in paragraph 1.

19 **E. Supplemental/Stipend/Co-Curricular Pay:**

- 20 1. All positions in this section shall be filled on a voluntary basis and shall be opened to unit  
21 members who meet the qualifications for the position, pursuant to Article XIV, Section C, before  
22 they are offered to people outside the unit. Additionally, for coaching positions, the unit member  
will be considered according to the provisions of Board Policy and Administrative Regulation  
4127, Temporary Athletic Team Coaches.
- 23 2. Supplemental contracts shall continue from year-to-year unless terminated in writing by either  
24 party.
- 25 3. **Establishment of Stipend Committee:**
  - 26 a. Each site shall establish a stipend committee composed of the site principal or designee  
27 and four (4) bargaining unit members who shall be elected by the bargaining unit members  
at the site. One of the four bargaining unit members shall chair the committee.
  - 28 b. Each committee will meet to discuss how stipend monies shall be expended as soon as it is  
known there is money available. Each committee will make recommendations for site

1 stipends to the negotiations team by May 15<sup>th</sup> of the prior year for the subsequent school  
2 year. The negotiations team will submit the approved site stipends to the District by June  
3 1<sup>st</sup> of each year.

- 4 c. Stipend monies are to be expended only for those duties performed outside the workday as  
5 defined within this Agreement.
- 6 d. Unit members receiving stipends at the per hourly rate shall submit a request for payment  
7 form itemizing dates, times and activities to their site administrator by the fifth (5<sup>th</sup>) day of  
8 the month after the conclusion of the activity.
- 9 e. Stipend monies shall be used for: coaching sports, coaching academic teams, Athletic  
10 Director, cheerleading sponsors, band director, yearbook, drama, chorus, journalism,  
11 mathletes, decathlon (academic), oral language festival, spelling bee, mock trial, head  
12 teachers, class sponsors, marching unit sponsors, science fair, social studies fair, detention,  
13 accreditation activities and any other team or sponsored activity outside the regular  
14 classroom.

15 **4. School Site Money:**

- 16 a. Each site will be assured a portion of the stipend fund to help meet goals of the District  
17 Educational Plan.
- 18 b. The District shall allocate two thousand, five hundred dollars (\$2,500) in stipend money  
19 for each elementary school in the District. When an elementary school exceeds six  
20 hundred (600) students that school will receive an additional one thousand dollars  
21 (\$1,000) in stipend money. These amounts may be correspondingly increased or  
22 decreased if the total stipend money increases or decreases.

23 **5. Compensation:**

- 24 a. When the District requires unit members to perform other duties not on the extra duty  
25 assignments found in paragraph 3e or Section D above, then those unit members  
26 volunteering shall receive twenty-five (\$25) per hour for those extracurricular duties.
- 27 b. Unit members performing extra-duty assignments that involve providing instructional  
28 services or teaching Summer School shall be compensated at the rate of forty-three (\$43)  
per hour.
- c. Unit members Home Teaching or substituting for other unit members shall be  
compensated at the hourly rate of the Third Column, Sixth Step, of the Teacher's Salary  
Schedule.
- d. Unit members required to work additional days beyond the unit member's normal work  
year shall be paid at their daily rate of pay. (Those unit members working less than a full  
day shall have their pay prorated, daily rate/6 = hourly rate.) This would not include  
conferences, workshops and inservices.

**ARTICLE XI**  
**LEAVES**

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3 A. **Leave of Absence:** Authorization for a unit member to be absent from duty for a specific period of  
4 time for an approved purpose.

- 5 1. A leave protects the unit member by assuring a place for such member in the District until  
6 expiration of the leave, usually with the right to return to the same position classification at  
7 conclusion of the leave.
- 8 2. When a leave of absence necessitates a long-term replacement for a semester or longer, there is  
9 no assurance the return assignment will be in the school to which the unit member was assigned  
10 when the leave was authorized.
- 11 3. Unit member on paid leave of absence, unless otherwise provided herein, shall receive wages,  
12 health and welfare benefits, and retirement credit as if they were not on leave.
- 13 4. Unit members who take an unpaid leave during a pay period shall receive all health and welfare  
14 benefits for the balance of the first monthly pay period of absence. Thereafter, the member shall  
15 be allowed to remain on continued coverage pursuant to the terms of the insurance plan provided  
16 they make advance payment of the premium in a manner required by the District.
- 17 5. Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as  
18 the number of hours per day of scheduled duty relates to the number of hours for a full-time  
19 employee.
- 20 6. A unit member who is not returning from an absence needs to notify AESOP by 2:00 p.m. of the  
21 proceeding day, if possible, and no later than 5:00 a.m. of the next day. If there is no  
22 notification, the unit member will return the next scheduled work day. A unit member who fails  
23 to comply with the foregoing shall not be permitted to return to work and shall be charged with  
24 one (1) additional day of absence.
- 25 7. A unit member returning from a paid or unpaid absence of more than thirty (30) calendar days  
26 must contact the District Office two (2) days (48 hours) prior to pre-arranged date to return to  
27 work, and provide a medical release to perform regular duties if absence was due to sick leave.
- 28 8. A unit member absent from work other than for days authorized by state or federal law or the  
authorized leave provisions of this Agreement is considered to be taking an unauthorized absence  
in breach of this Agreement. The District will deduct a salary amount equal to the ratio of days  
absent to the days of required annual service for unauthorized absence and the member may be  
subject to disciplinary action including dismissal.

B. **Sick Leave**

1. **Accumulation:** Unit members shall receive one (1) day of sick leave per each twenty (20) days  
worked, but not exceeding twelve (12) days per year. A unit member employed for a full school  
year will receive ten (10) days sick leave per year accumulative indefinitely. Unit members  
working less than full time are entitled to sick leave on a pro rata basis.

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2. **Verification of Illness for Certificated Personnel:** All unit members are required to verify absences from their work stations because of illness. Certificated persons absent because of illness shall indicate the reason and sign the Verification of Illness Statement under penalty of perjury. Unit members may also be required to provide a doctor's note for the absence after three (3) consecutive days of absence.
3. **Transfer of Sick Leave:** A unit member who has worked a year or more in another district in California and enters this District during the same or succeeding year may transfer all unused sick leave.
4. **Exhaustion of Sick Leave:** If an employee exhausts his/her sick leave, he/she will receive, commencing with the first day of the consecutive days of absence for the remainder of a five (5) month period, the difference between his/her own pay and that actually paid a substitute, on the first step of the Substitute's Salary Schedule, except in no circumstance shall he/she receive less than fifty percent (50%) of his/her salary during the period.
5. **Other Sick Leave:** An employee shall be entitled to use of his/her sick leave to attend to an illness of a child, parent, or spouse of the employee.

C. **Personal Necessity Leave to be Counted Against Sick Leave:** A unit member covered by this Agreement who has sufficient accumulated sick leave credit shall be entitled to the use of up to ten (10) days of his/her accumulated paid sick leave for circumstances that are of compelling personal importance which cannot be expected to be disregarded, which necessitate immediate attention, and cannot be dealt with during off-duty hours.

1. Death of a member of his/her immediate family. (When additional leave is required beyond that provided in the Education Code and that provided by the Governing Board.)
2. Accident involving his/her person or property or the person or property of a member of his/her immediate family.
3. Except in the presence of extenuating circumstances, twenty-four (24) hours or more prior arrangement with the Superintendent or his/her designee is necessary for the following:
  - a. Appearance in court as a litigant or as a witness under an official court order.
  - b. Any business which is personal: personal business or professional service which cannot be accomplished without time away from school.
  - c. Illness in immediate family validated by attending physician or by statement under penalty of perjury.
  - d. Husband whose wife is having a child.
  - e. Official service with Kern County Sheriff's Search and Rescue Team where specifically called by local deputy.
  - f. Absence necessitated by the death of an otherwise close relative of self or spouse not included in the definition of immediate family for bereavement leave purposes.

1 g. Attendance with husband or wife who has been granted rest and recreation from a combat  
2 zone.

3 4. Personal necessity leave shall not be taken for personal financial gain.

4 5. **Prescribed Manner of Proof:**

5 a. Furnishing a certified copy of a report of accident by an attending law enforcement officer,  
6 an attending physician or other duly constituted official recognized as such; or

7 b. Furnishing a certified copy of a court summons or record of legal proceeding; and

8 c. Furnishing a declaration under penalty of perjury setting forth conditions applicable to the  
9 request for a personal leave with a specific request for a given amount of leave to be  
10 assessed against the unit member's accumulated sick leave, if any, except that in regard to  
11 leave under Article XI(C)(3)(b) the declaration under perjury need only state the leave is  
12 for personal business or professional service which cannot be accomplished without time  
13 away from school and is not for any purposes such as personal financial gain, vacation,  
14 recreation or extension of any holiday period.

13 D. **Bereavement Leave:**

14 1. Leave with full pay not to exceed five (5) days will be granted on account of the death of any  
15 member of the immediate family.

16 2. Members of the immediate family as used in this section means the mother, father, grandmother,  
17 grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse,  
18 son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, father-in-law,  
19 mother-in-law or any relative living in the immediate household of the employee.

20 3. Each employee shall be given an opportunity to make a one-time designation for exceptions to  
21 above list. At the time the employee utilizes the leave, it shall be documented by the District  
22 Personnel Office and signed by the employee for verification purposes.

23 4. Except in extenuating circumstances approved by the Superintendent, bereavement leave shall be  
24 taken on consecutive days and within thirty (30) days of the family member's death.

25 E. **Leave of Absence for Judicial and Official Appearances:** The Governing Board shall grant leaves of  
26 absence with pay to employees subpoenaed to appear as witnesses subject to the following conditions:

27 1. It is an official court appearance and the bargaining unit member is not a litigant.  
28

2. It is an official appearance called by another governmental jurisdiction including the Public Employee Relations Board provided that the bargaining unit or the Association member did not bring the action.
3. The Governing Board shall grant paid leave to bargaining unit members regularly called for jury duty in a manner provided by law. Paid leave shall not be granted for voluntary jury duty service, such as service on the Grand Jury.
4. The Governing Board shall pay those qualifying for paid leave an amount equal to the difference between his/her regular pay and the amount received for jury or witness fees but excluding mileage and expense payment.

F. **Maternity Leave:** The District shall provide for a leave of absence from duty for any unit member who is required to be absent from duties because of disability due to pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absence for other illness or medical disability.

1. The length of the leave of absence, including the day on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.
2. Any unused sick leave credit may be used by the unit member for maternity/pregnancy purposes. Upon the exhaustion of all unused sick leave, the unit member who continues to be absent due to maternity/pregnancy disability shall be eligible for differential pay.

G. **Paternity/Adoption Leave:** Paternity/adoption leave shall be provided to unit members for the birth or adoption of a child. The leave shall be deducted from accumulated sick leave and may be up to five (5) days duration.

H. **Sabbatical Leaves:**

1. A sabbatical leave is a leave granted to a unit member for one (1) school year for one of the following purposes:
  - a. **Travel:** The unit member must spend at least three and one-half (3½) months of leave traveling outside Kern County.
  - b. **Formal Study:** The unit member must pursue a program of eight (8) or more units each semester in an accredited institution of higher learning.
  - c. **Combination of Travel & Study:** A year's leave may be divided between study and travel according to the above regulations.
2. **Eligibility:** Any unit member under the age of sixty (60) years who has completed seven (7) consecutive years of service prior to the granting of leave may apply. However, a satisfactory replacement for the teaching assignment must be available before the final agreement can be approved.



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3. **Application:**

- a. **Request Procedure:** Application must be in writing not later than February 1 of the year preceding the school year for which the leave is requested. Cancellation date: May 1.
- b. **Number on Leave:** The number of unit members on sabbatical leave in any one (1) year shall not exceed two percent (2%) of the total number of unit members of the District.

4. **Conditions for Determining Nominees:**

- a. potential of future service to the District;
- b. priority of application;
- c. relative merits of the reasons for desiring leave;
- d. reasonable distribution of applicants by schools;
- e. whether applicant has been granted previous leave;
- f. seniority.

5. **Compensation:** A unit member on sabbatical leave shall receive compensation equivalent to fifty percent (50%) of his/her regular placement on the teacher's basic salary schedule (excluding extra compensation of any type) that he/she would have received had he/she been on duty. Additional assistance from recognized sources of aid to study, research and travel as scholarships will not constitute additional compensation and thus will not be deducted from compensation for services of employee during the period of sabbatical leave.

6. **Methods of Compensation:**

- a. This method of payment shall be by two (2) equal annual installments during the first two (2) years of service to the District following the leave.
- (1) The first installment shall be at the end of the first semester after the return of the unit member from leave and provided that the employee has received salary other than for illness for a minimum of seventy-five (75) days during the first semester. If the unit member has not received salary other than for illness for a minimum of seventy-five (75) days during the first semester, but does receive salary for such minimum number of days during the first and second semesters after his/her return from leave of absence, the first installment shall be paid at the end of the second semester.
- (2) The second installment shall be paid at the end of the third semester after the return of the unit member from leave and provided that the unit member has received salary other than for illness for a minimum of seventy-five (75) days during the third semester. If the unit member has not received salary other than for illness for a minimum of seventy-five (75) days during the third and fourth semester after his/her return from leave, the second installment shall be paid at the end of the fourth semester.
- b. If payments are to be made monthly during the sabbatical leave, the unit member shall furnish a bond equal to compensation to protect the District if the unit member does not serve two (2) years in the school District following the sabbatical leave.

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7. **Accident or Illness:** Interruption of the program of study or travel while on sabbatical leave caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and the Board, shall not affect the amount of compensation to be paid to the employee under the terms of the sabbatical leave provided that the Superintendent has been promptly notified of such accident or illness.
  8. **Death or Injury:** The District is free of liability for payment of compensation or damage for death or injury to a unit member on leave.
  9. **Return to Position:** Unless otherwise agreed, the unit member will return to the assignment he/she had before the leave, provided that conditions have not arisen which would have changed such unit member's location and type of work had he/she remained in active service. In the event of such changed conditions, the unit member shall be reinstated and assigned to work appropriate to his/her field of training.
    - a. A unit member returning from sabbatical leave shall receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service in his/her regular position.
    - b. A sabbatical leave does not affect retirement status provided retirement contributions are made for the period of the leave. Contributions shall be made on the basis of the sabbatical leave compensation.
  10. **Requirements to be Made of Unit Member Who is Accepted for Sabbatical Leave:**
    - a. **Travel:** The unit member shall, within sixty (60) calendar days following the opening of school the year following the sabbatical leave, file with the Office of the Superintendent an account of not less than three thousand (3,000) words of the places visited and a statement of the professional value of the trip to the individual and to the District or give an oral presentation as required.
    - b. **Study:** The unit member shall file with the Office of the Superintendent valid transcripts verifying the university work taken during the period of leave for study. The units earned shall count toward advancement on the salary schedule.

I. **Industrial Accident and Industrial Illness Leaves:**

1. Allowable leave shall be for not less than 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 (1) fiscal year for the same accident.
2. The District reserves the right to require a periodic physical examination by a physician chosen and paid by the District. A unit member will not be approved to return to work without a physician's release.
3. Allowable leave shall not be accumulated from year to year.
4. Industrial accident or industrial illness leave shall commence on the first day of absence.

- 1 5. When a unit member is absent from his/her duties on account of an industrial accident or  
2 industrial illness, he/she shall be paid such portion of the salary due him/her for any month in  
3 which the absence occurs as, when added to his/her temporary disability indemnity under the  
4 Labor Code, will result in a payment to him/her for not more than his/her full salary.
- 5 6. Industrial accident or industrial illness leave shall be reduced by one (1) day for each day of  
6 authorized absence regardless of temporary disability indemnity award.
- 7 7. When an industrial accident or industrial illness leave overlaps into the next fiscal year, the unit  
8 member shall be entitled to only the amount of unused leave due him/her for the same illness or  
9 injury.
- 10 8. Upon termination of the industrial accident or industrial illness leave, the unit member shall be  
11 entitled to the benefits provided in the Education Code, and for the purposes enumerated therein,  
12 his/her absence shall be deemed to have commenced on the date of termination of the industrial  
13 accident or industrial illness leave, provided that if the unit member continues to receive  
14 temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick  
15 leave which, when added to his/her temporary disability indemnity, will result in a payment to  
16 him/her of not more than his/her full salary.
- 17 9. During any paid leave of absence, the unit member shall endorse to the District the temporary  
18 disability indemnity checks received on account of his/her industrial accident or industrial  
19 illness. The District in turn shall issue the employee appropriate salary warrants for payment of  
20 the unit member's salary and shall deduct normal retirement and other authorized contributions.
- 21 10. Any unit member receiving benefits as a result of this Education Code section shall, during  
22 periods of injury or illness, remain within the State of California unless the governing board  
23 authorizes travel outside the state.

24 J. **Leave Without Pay:** The District, at its discretion, may grant extended leave without pay to any unit  
25 member for whatever period of time the District considers appropriate. Applications for the leave shall  
26 be made as far in advance as is possible.

27 K. **Catastrophic Leave/Sick Leave Bank:** In accordance with Education Code 44043.5, a unit member  
28 may apply for catastrophic leave when the unit member or a member of his/her family suffers from a  
catastrophic illness or injury. "Catastrophic illness or injury" means an illness or injury that is  
expected to incapacitate the unit member or a member of the unit member's family for an extended  
period of time, and the unit member has exhausted all of his/her sick leave and other paid time off, with  
the exception of differential leave.

1. Unit member may volunteer to donate time on an ad hoc basis to meet the catastrophic needs of a  
unit member. If an application for leave is approved, unit members' voluntary contributions will  
be utilized in the order they were received.
2. A committee comprised of two (2) members appointed by the President of the Association and  
two (2) representatives of administration shall administer the catastrophic leave provision and  
shall approve or disapprove all applications. An applicant may be required to provide  
verification of the catastrophic illness or injury.
3. In no case will approval of catastrophic leave be extended beyond twelve (12) months.

**ARTICLE XII**  
**CLASS SIZE**

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- 3 A. Unit members who teach in departmentalized situations shall instruct a maximum of one hundred sixty
- 4 (160) students (six-period day) per day or one hundred seventy-two (172) students (seven-period day);
- 5 individual classes will normally not exceed thirty-two (32) students (six-period day) or thirty (30)
- 6 students (seven-period day).
- 7 B. The maximum class size for grades T-kindergarten through second (TK-2) shall be twenty-three (23);
- 8 grade three (3) shall be twenty-eight (28); grades four through six (4-6) shall be thirty (30) students.
- 9 Any combination classes shall be limited as follows: grades TK-2 shall be twenty-three (23) students;
- 10 grades 2-3 shall be twenty-five (25) students; and grades 3-6 shall be twenty-eight (28) students.
- 11 C. The District will have the first twenty (20) days of each school year to reduce class sizes to the
- 12 contractual limits. If the class size is exceeded on the twenty-first (21<sup>st</sup>) day of the school year, the unit
- 13 members shall be paid retroactively to the first day of instruction that exceeded the class size limit
- 14 according to paragraph D below. Should a class exceed the class size limits during the school year, the
- 15 District will have ten (10) days to reduce the class size to the contractual limits without paying the unit
- 16 member for the class overage. However, if the class size is exceeded on the eleventh (11<sup>th</sup>) day, the unit
- 17 member will receive pay retroactive to the first day the class exceeded the class size limit.
- 18 D. **Additional Students:**
- 19 1. At the District's discretion, two (2) additional students beyond the above maximum may be
- 20 placed in an elementary classroom. The District will pay the teacher ten dollars (\$10) per day for
- 21 each student exceeding the class limit.
- 22 2. In departmentalized situations, the District shall set a maximum of thirty-two (32) students (six-
- 23 period day) or thirty (30) students (seven-period day). In circumstances where these class
- 24 maximums would require the hiring of additional staff to meet the needs of a small number of
- 25 students, the District may add additional students not to exceed thirty-four (34) students (six-
- 26 period day) or thirty-three (33) students (seven-period day), provided the maximum daily student
- 27 load does not exceed one hundred sixty (160) students (six-period day) or one hundred seventy-
- 28 two (172) students (seven-period day). The District will pay the teacher \$2.00 per period, per
- day, per student over the class maximum.
3. Nothing in this article shall deprive individual unit members from exceeding these limits at their
- discretion.
- E. The determination of average class size or limits shall not include band, chorus, counseling, physical
- education, or speech therapy. Physical education classes shall not exceed a maximum of forty-five (45)
- students. This maximum does not include student aides admitted to the class with prior teacher
- approval. The District will make a reasonable effort to maintain speech caseloads at the State
- recommended guidelines. For class size limits in Industrial Arts, see Article XVI, Teacher Safety.
- F. Any special education student to be mainstreamed will be staffed through a meeting with the classroom
- teacher, site administrator and special education teacher.

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- G. Special education students or other partial-day students mainstreamed for less than one (1) hour per day shall not count toward the class size provisions of paragraph B. Students mainstreamed for any amount of time above one (1) hour (up to three [3] hours) shall be counted as one-half (½) a student. Students mainstreamed for one-half (½) a day or more will count as one (1) student. A student mainstreamed in a departmentalized situation for the full period shall count as one (1) student.
  - H. Resource Specialist Classroom (RSP) shall not exceed twenty-eight (28) students unless the District secures the appropriate State Department of Education waiver, and Special Day Classes (SDC) shall not exceed twelve (12) students. For each student above these maximums, the District will provide one (1) hour of instructional aide assistance (example: two [2] students above maximum equals two [2] hours of instructional aide assistance), not to exceed four (4) hours, and \$10 per student per day for caseloads exceeding 28 students.
  - I. Individual classroom teachers may elect, at the District's discretion, to use their "prep" period to teach an extra period. The teacher will be paid 1/7 (seven-period day) or 1/6 (six-period day) of their regular salary.
  - J. If it is determined, by mutual agreement between the District and the Association, that the District has done everything possible and the class size is not flexible enough to meet the needs of the District, the Association agrees to either reopen class size for immediate negotiations or to make class size an automatic opener for any new negotiations.
  - K. If a zero period or after-school period is needed at a school site, the unit member teaching this period will be compensated at the same rate as the District's buying a teacher's preparation period as in Paragraph I.
  - L. Pre-school student to adult ratio shall not exceed State recommended guidelines.

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**ARTICLE XIII**  
**REASSIGNMENT AND TRANSFER**

In the determination of reassignments and transfers, the following procedures shall be honored in accordance with the terms of this Agreement.

A. **Definition of Terms:**

1. **Assignment:** Initial placement of all bargaining unit members to a school and to duties within the school.
2. **Reassignment:** Change of schedule, grade levels or duties within a school during the school year or at the beginning of the school year for any bargaining unit member.
3. **Transfer:** Move from one school to another school during the school year or at the beginning of the school year for any bargaining unit member.
4. **Teaching Position:** Any change from a unit member's assignment which is accomplished through either reassignment or transfer.
5. **Involuntary Transfer/Reassignment:** A transfer/reassignment required by the District after seeking volunteers.
6. **School/Site:** An administrative unit, i.e., Bailey, Boron Junior/Senior High, Branch, Desert Junior/Senior High, Forbes, Robert McGowan High and West Boron.
7. **Vacancy:** Any bargaining unit position/assignment the District determines to fill which is not occupied currently by a unit member.
8. Any job description developed by the District for unit members shall have input from the Association.
9. Any part-time employees receiving a full-time position shall be treated as one applying to fill a vacancy.

B. All unit members shall receive written notice of their tentative class, subject(s), assignment/teaching position, and school site not later than May 15. Signed and returned re-employment notices will confirm these tentative assignments/teaching positions.

C. The following criteria shall be applied when considering either reassignments or transfers:

1. appropriate credentials;
2. performance evaluations;
3. training, including major and minor fields of study;
4. experience, including non-teaching and recency thereof;
5. need for any preferred qualifications or specific specialized skills as stated in the job posting; and
6. District is unable to fill the vacancy after an extensive/thorough search.

1 All above criteria being equal, seniority shall be the deciding factor. The District reserves the right to  
2 hire a new employee without consideration of applications for voluntary transfer or reassignment for a  
3 specific vacant position after the first two weeks of any school year. However, the District agrees to  
4 implement the provisions of this paragraph only if the District determines it would be detrimental to the  
5 District's educational program to make an internal transfer or reassignment. When the District places a  
6 new-hire into a specific vacant position without consideration of other internal requests, the specific  
7 position into which the new-hire has been placed shall be posted as a vacant position for the subsequent  
8 school year.

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**D. Reassignment:**

1. Reassignments at a school site will occur prior to any unit member from another site having the right to transfer.
2. Prior to effecting the reassignment of any unit member, the District will post notice at that site of its intent to fill a vacancy by reassignment and shall allow other unit members at that site to apply for the vacancy pursuant to the provisions of Article XIV, Vacancies, paragraph B.
3. Requests for reassignment are accepted any time. No reason need be given. The request will not result in detriment to the unit member's status or his/her relationship with school administration. The request need not be for an existing unfilled vacancy, but may be conditional upon the materialization of a vacancy.
4. Due to change in enrollment or class concentration taking place after May 15, the school administrator may reassign unit members to meet the scheduling needs of the school. The District shall provide to the Association, upon request, those facts that caused such change.
5. All requests for reassignment shall receive first consideration for any vacancy within the school.
6. A reassignment shall be made only after a unit member has exercised his/her option to a conference with the administration, at which time the unit member may request and receive in writing the reason for the reassignment. A unit member who is unable or does not desire to attend a conference may, within five (5) working days of signing receipt of notification, request in writing and receive within five (5) days of receipt of request the reasons in writing for the reassignment to be delivered by the United States mail service. Upon request, the unit member may have representation.
7. When more than one (1) unit member has requested reassignment, the unit member meeting the criteria will receive first consideration. Requests for reassignment shall be made in writing to the school site principal with a copy to the Personnel Office.

**E. Unit Member Initiated Transfers:**

1. Requests for transfer are accepted any time and no reason needs to be given. Request should be made in writing on the appropriate District form to the Personnel Office with a copy to the site administrator. The request will not result in detriment to the unit member's status or his/her relationship with school or District administration. The request need not be for an existing vacancy, but may be conditional upon the materialization of a vacancy.

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2. When more than one (1) unit member has requested transfer to a given vacancy, the unit member meeting the criteria to fill the vacancy will receive first consideration. However, teachers from District-determined over-staffed schools shall be given priority for voluntary transfers to reduce staff.
  3. When a unit member has requested a transfer, the request may be withdrawn up to the time the District has made a commitment to fill the position of the person making the request.
  4. During the school year, the District shall post at mailbox areas information on all transfer/vacancy opportunities as soon as they are established. Between the opening day of school and June 1, transfer/vacancy opportunities will remain open for five (5) working days following posting. All notices between June 1 and June 30 not filled three (3) days prior to payday will be inserted in the pay envelopes. Transfer/vacancy opportunities, as listed in the pay envelopes, will remain open for the first five (5) working days of July.
  5. If a transfer request is denied, the unit member may request a conference and/or specific reasons in writing for the denial. He/she shall receive the reasons for denial within five (5) working days.

F. **District Initiated Transfers:**

1. As soon as possible, and no later than May 15, the Superintendent shall establish a tentative system-wide schedule showing the names of all teachers who are to be transferred. This schedule shall be available for review.
2. At the earliest possible date, or if possible, no later than June 1, the Superintendent shall notify the unit member being transferred of the position to which he/she has been transferred.
3. A unit member may be transferred to another school if the other school has greater need for his/her specialized services than does the school of his/her current assignment/teaching position as long as this would not create a new hire in the District. When a transfer to fill a vacancy cannot be accomplished by transferring only one (1) unit member, the District may transfer no more than two (2) unit members in order to fill the vacancy using the criteria established in this Article.
4. From a list of known vacancies for the following year, unit members being transferred may request those positions in order of preference to which he/she desires to be transferred.
5. A bargaining unit member being transferred shall receive first consideration for any vacancies available throughout the District.
6. A transfer shall be made only after a unit member has exercised his/her option to a conference with the administrator, at which time the unit member may request and receive in writing the reason for the transfer. A unit member who is unable or does not desire to attend a conference may, within five (5) days of signing receipt of notification, request in writing and receive within five (5) days of receipt of request the reason in writing for the transfer to be delivered by the United States mail service. Upon request, the unit member may have representation.



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7. Due to changes in enrollment, class concentration or resignation taking place after May 15, the Superintendent may transfer unit member(s) to meet the scheduling needs of the District. The District shall provide to the Association upon request, those facts that caused such change.

**ARTICLE XIV**  
**VACANCIES**

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3 A. For the purpose of this Article, vacancy covered by this Article is defined as follows:

4 A vacancy is any bargaining unit position/assignment the District determines to fill which is not  
5 occupied currently by a unit member.

6 B. In all cases, the District shall determine the existence of, or the elimination of, a bargaining unit  
7 position.

8 1. Upon such determination, the District shall post notice of the vacancy for at least five (5)  
workdays in all schools.

9 2. The notice posted by the District shall specify the vacancy, title, location, grade level or subject  
10 matter, credential requirement and any preferred qualifications or specified skills.

11 3. During the summer months when unit members are not required to work, notices of vacancies to  
12 be filled shall be mailed to those teachers who, by May 31, have notified the District in writing  
of their interest in any posted vacancy.

13 4. Teachers shall fill out an in-district application for each vacancy so posted. Applications shall  
14 expire at the time a vacant position is filled.

15 C. Any teacher may apply to fill a posted vacancy. All applications fulfilling posted qualification  
requirements will be judged on their merits and any decision thereon shall be based on the following:

16 1. credentials;

17 2. evaluations;

3. recency of related course work;

18 4. experience, including non-teaching and recency thereof;

19 5. need for any preferred qualifications or specific specialized skills as stated in the job posting;

6. when the District is unable to fill the vacancy after an extensive/thorough search.

20 All above criteria being equal, seniority shall be the deciding factor. The District reserves the right to  
21 hire a new employee without consideration of applications for voluntary transfer or reassignment for a  
22 specific vacant position after the first quarter of any school year. However, the District agrees to  
23 implement the provisions of this paragraph only if the District determines it would be detrimental to the  
24 District's educational program to make an internal transfer or reassignment. When the District places a  
new-hire into a specific vacant position without consideration of other internal requests, the specific  
25 position into which the new-hire has been placed shall be posted as a vacant position for the subsequent  
26 school year.  
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**ARTICLE XV**  
**EVALUATION PROCEDURES**

A. **Philosophy of Evaluation:**

1. The purpose of the District's certificated evaluation process is to provide a standardized system for assessing professional duties, interpersonal relations, and classroom teaching performance based on the California Standards for the Teaching Profession (CSTP) and District Standard 7.
2. These procedures shall be a cooperative effort between teachers and administrators to strengthen instruction and encourage professional growth.

B. **Responsible Persons:**

The immediate supervisor and/or other site administrator(s) designated by the District, hereinafter referred to as "Evaluator", shall have responsibility for the observation and evaluation of certificated employees, hereafter referred to as "Unit Members".

C. **Observation/Evaluation Requirements:**

1. Probationary Unit Members shall be formally observed and evaluated annually. The minimum number of observations for a Probationary Unit Member shall be two (2).
2. Permanent Unit Members shall be formally observed and evaluated once every two (2) years unless a need for Improvement Plan is documented. The minimum number of observations for a Permanent Unit Member shall be one (1).
3. Bargaining Unit Members who have been employed at least ten (10) years with the school district, and whose previous evaluation rated the employee as meeting standards shall be evaluated at least every five (5) years if the Bargaining Unit Member and the Evaluator agree. The certificated employee or the Evaluator may withdraw consent and return to the evaluation cycle described in section (2) at any time. The Principal shall establish a 3, 4 and 5-year initial staggered implementation schedule.
4. Academic Advisors shall be evaluated as outlined in the Academic Advisor performance/summative evaluation process revised in March 2008.
5. District Nurse shall be evaluated as outlined in the Nurse performance/summative evaluation process revised in March 2008.

D. **Procedures:**

1. **Establishment of Professional Performance Goals**

- a. In the scheduled year of evaluation, the Evaluator shall establish with the Unit Member the Professional Performance Goals within thirty (30) working days of the beginning of the assignment using the Goal Setting Worksheet.
- b. A minimum of three (3) Professional Performance Goals shall be established
  - (1) Each Unit Member shall select at least one (1) element from a minimum of three (3) of the CSTP, 1-5 and write a specific goal for each element selected.
    - CSTP 1 - Engaging and Supporting All Students in Learning
    - CSTP 2 - Creating and Maintaining Effective Environments for Student Learning
    - CSTP 3 - Understanding and Organizing Subject Matter for Student Learning
    - CSTP 4 - Planning Instruction and Designing Learning Experiences for All Students
    - CSTP 5 - Assessing Student Learning

1 (2) The Evaluator may add one (1) additional element from any of the CSTP, 1-5. The  
2 Unit Member shall write a corresponding goal for the selected element.

3 (a) If mutual agreement is not reached with the Evaluator on proposed elements  
4 and goals, the Evaluator may add or modify up to three (3) elements and  
5 corresponding goals from CSTP, 1-5 (total not to exceed 7 elements). In the  
6 event the Unit Member and Evaluator select different goals, the Unit Member  
7 may elect to modify/reduce his/her selection, but at no time will there be less  
8 than three (3) goals.

9 (3) All elements of each standard will be evaluated.

10 c. Either the Evaluator or the Unit Member may request a Professional Performance Goals  
11 review prior to January 15 for the purpose of reevaluating and, if necessary, completing a  
12 Professional Performance Goals Revision form.

13 **2. Pre-observation Conference, Formal Observation, and Observation Report Conference**

14 a. For probationary Unit Members, within forty-five (45) working days after the beginning of  
15 the Unit Member's assignment, the Evaluator shall conduct the first of at least two (2)  
16 formal observations per year.

17 b. For permanent Unit Members, prior to February 1 in the year of their formal evaluation,  
18 the Evaluator shall conduct the first of at least one (1) formal observation.

19 c. At least three (3) days prior to each formal observation, the Evaluator shall notify the Unit  
20 Member of the scheduled observation. The Evaluator and the Unit Member may review  
21 any information pertinent to the observation prior to the observation.

22 d. Each formal observation shall be followed by an observation conference, to be held within  
23 seven (7) working days of the formal observation, during which time the Evaluator and the  
24 Unit Member shall review the Observation Report, and discuss necessary follow-up. The  
25 Unit Member and the Evaluator shall each sign and retain a copy of the Observation  
26 Report.

27 **3. Improvement Plan Process**

28 a. When the Summative Evaluation Report identifies elements of the CSTP 1-6 or the  
District Standard (#7) needing improvement, an Improvement Plan containing specific  
suggestions for improvement shall be developed by the Evaluator for each area of  
deficiency.

b. The Evaluator retains the right of approval of the plan. The Unit Member has the right to  
attach comments to the Improvement Plan.

**4. Summative Evaluation Report, Improvement Plan, and Summative Report Conference**

a. At least thirty (30) days before the last scheduled day of the work year, the Evaluator and  
the Unit Member shall hold a summative evaluation conference in order to review the  
Professional Performance Goals and the Summative Evaluation Report.

b. The Summative Evaluation Report relates to any of the elements identified in Standards 1-  
6 of the Professional Performance Goals and to District Standard 7 as measured by  
observations, observation reports, conferences, and supplemental records (i.e., teacher  
attendance, student attendance records, student grades/progress reports). Reference to  
deficiencies which were remediated within the evaluation period may be included in the  
Summative Evaluation Report.

c. An Improvement Plan may be completed, based on the Principal's discretion, when the  
Summative Evaluation Report contains one (1) *Unsatisfactory* or two (2) *Needs  
Improvement* in any element of Standards 1-6 and Standard 7. An Improvement Plan must  
be completed when the Summative Evaluation Report contains two (2) *Unsatisfactory* or

1 three (3) *Needs Improvement* in any element of Standards 1-6 and Standard 7.  
2 Participation is required in the evaluation process in the following year unless the  
3 Evaluator determines that extenuating circumstances prevented the employee from  
4 attaining the goal(s) and that an Improvement Plan is unnecessary or not applicable.

5 d. The Unit Member and the Evaluator shall each sign and retain a copy of the Summative  
6 Evaluation Report and Improvement Plan, when attached. The Unit Member's signature  
7 acknowledges receipt and does not imply agreement with the content.

8 e. Pursuant to Education Code Section 44031, the Unit Member has the right to respond in  
9 writing to the Summative Evaluation Report and to have the response included in the Unit  
10 Member's personnel file ten (10) days from the date of the Summative Evaluation Report.

11 **5. Interim Evaluation Report**

12 When an Improvement Plan has been developed, an Interim Evaluation Report will be used to  
13 record progress toward attainment of the goals established in the Improvement Plan.

14 **6. Referral to Peer Assistance and Review (PAR)**

15 Mandatory referral to Peer Assistance and Review (PAR) is required for permanent employees  
16 when the Summative Evaluation Report contains two (2) *Unsatisfactory* or three (3) *Needs*  
17 *Improvement* in any element of Standards 1-5. The Principal may refer a permanent employee to  
18 PAR when the Summative Evaluation Report contains one (1) *Unsatisfactory* or two (2) *Needs*  
19 *Improvement* in any element of Standards 1-6 and Standard 7.  
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**ARTICLE XVI**  
**TEACHER SAFETY**

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- 3 A. The District assumes the responsibility for the safety of employees while they are present in District
- 4 facilities performing assigned duties, as long as the procedures of this Article have been followed by
- 5 the affected employee.
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- 7 B. Bargaining unit members shall not be required to work in unhealthy or unsafe working conditions.
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- 9 C. Employees shall be responsible for observing, implementing and enforcing all safety rules and
- 10 standards, and shall promptly report in writing any alleged unsafe or unhealthy conditions found in
- 11 District facilities. A written administrative response shall be provided within ten (10) days.
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- 13 D. The District recognizes the uniqueness of Industrial Arts classes as they relate to the class size limits
- 14 and safety. Therefore, the District and Association agree that safety will be of high consideration. The
- 15 District will make every effort to maintain Industrial Arts class (grades 7-12) size to no more than there
- 16 are work stations nor more than twenty-five (25) students, whichever is greater. Class size above
- 17 twenty-five (25) shall require a conference (if requested) between the site administrator and the teacher
- 18 so as to address common concerns regarding safety. The number of safe work stations will be
- 19 determined for each individual Industrial Arts class, by mutual agreement with the teacher and the
- 20 administrator. If no common decision can be reached, the site administrator will determine the class
- 21 size except that it may not be greater than the maximum class size agreed to in the contract.
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- 23 E. Effective the beginning of the 2002-2003 school year, the District will provide appropriate locker room
- 24 supervision during physical education classes for students of the opposite gender from that of the
- 25 teacher. Coverage will be provided through the use of classified employees.
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- 27 F. **Specialized Health Care Procedures:**
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1. Qualified and trained employees shall be the only bargaining unit members to provide and conduct necessary specialized health care procedures including, but not limited to, dispensing medication, catheterization, crede, diapering, injections, ileostomies, colostomies, gastrostomies, tracheostomy, suction, oxygen administration, gavage feeding and draining.
  2. No other bargaining unit members shall be requested to perform such specialized health care, except in extreme emergencies.

**ARTICLE XVII**  
**TEACHER TRAVEL ALLOWANCE**

A. **Mileage:** Unit members shall be reimbursed according to the following guidelines:

1. At the District's discretion, any unit member whose work assignment requires travel will be furnished either transportation, or be reimbursed for all mileage incurred in the use of a private vehicle, other than mileage to and from home and the primary work station. "**Primary work station**" shall be defined as the initial assignment or the assignment to which a member is transferred.
2. An employee who utilizes a private vehicle in the course of official duties shall have in his/her possession a valid California Driver's License and carry current automobile insurance with at least minimum coverage for public liability and property damage as specified by the State of California.
3. Mileage for use of a private car on official business will be computed at the current approved mileage rate.
4. Car pools are to be arranged when two (2) or more employees are being transported in privately owned automobiles to the same destination, when practical.

B. **Meals/Lodging:** Bargaining unit members, who as a result of a work assignment must have meals or lodging away from the District, shall be reimbursed reasonable and necessary expenses providing (a) written pre-approval of the supervisor is provided, and (b) receipts are submitted.

1. Employees on travel status for less than twenty-four (24) hours must depart prior to 7:00 a.m. or return after 6:00 p.m. in order to claim a meal allowance for breakfast or dinner.
2. Lunch claims may be made when such employees must depart two (2) hours before and return two (2) hours after their regularly scheduled lunch period.
3. Where a group receipt is submitted, names of unit members will be written on that receipt.
4. All reimbursement claims shall be filed on forms supplied by the District.
5. Sales tax and a maximum of fifteen percent (15%) tip may be added to the claims.

**ARTICLE XVIII**  
**HEALTH AND WELFARE BENEFITS**

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3 A. Health and welfare benefits shall remain in full force and effect for the duration of this contract. The  
4 District shall provide the annual premium for full-time employees and pro rata portion for part-time  
5 employees. Effective February 1, 2007, the District will pay up to one thousand one hundred one  
6 dollars and thirty cents (\$1,101.30) per month for health and welfare benefits. Any premiums above  
7 \$1,101.30 per month will be deducted from each employee's monthly salary warrant unless otherwise  
8 negotiated in the 2007-2008 school year or thereafter. Commencing October 1, 2007, the coverage  
9 shall be the choice of one of three plans that currently range from zero/three-hundred dollars (\$0/\$300)  
10 dollar deductible Anthem Blue Cross Prudent Buyer medical coverage, three/thirty-five dollar (\$3/\$35)  
11 Medco prescription co-pay and three/ninety dollar (\$3/\$90) ninety (90) day supply mail order (one plan  
12 has \$200 deductible for brand name medications), Delta Dental (DD 2000) or Delta DPO (which  
13 includes 100% coverage and orthodontia), Vision Plan C (\$10 deductible). Health Plan provider  
14 options are subject to changes each year.

- 15 1. **Medical coverage (includes behavior health):** Employee and dependents
- 16 2. **Dental coverage:** Employee and dependents - \$2,000 annual maximum
- 17 3. **Vision coverage:** Employee and dependents

18 B. The District will implement the required procedures in order to allow unit members employed prior to  
19 March 31, 1986, to individually elect to participate in the Federal Medicare program as provided in  
20 Section 22014 of the California Education Code. The District and each participating unit member will  
21 make the required contributions effective December 1, 1993.

22 C. **Continuation of Health Benefits for Retirees:**

- 23 1. The District's contribution for retirees shall be no more than the monthly contribution the  
24 District is contributing for "active" employees of the District, effective July 1, 2007. One (1)  
25 month's coverage is given for each month's service in the District for each plan.
- 26 2. This coverage shall be terminated by the District when the retiree becomes eligible for entry into  
27 the Medicare program or some subsequent program originated by the state or federal  
28 government.
3. Any temporary, probationary or permanent unit member who has worked under contract for the  
full one hundred eighty (180) instructional days, in any school year, shall be entitled to receive  
the health and welfare benefits specified under this Article for twelve (12) months.



**ARTICLE XIX**  
**HEALTH EXAMINATION**

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- 3 A. Each person being employed by the Muroc Joint Unified School District must, as a condition of
- 4 employment, file with the District Superintendent or his/her designee a health certificate signed by a
- 5 licensed physician certifying that the applicant for employment has been given a physical examination
- 6 and was found to be free from active tuberculosis.
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- 8 1. This health certificate shall be dated not more than sixty (60) days prior to employment unless
- 9 the employee is transferring from another California school employment.
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- 11 2. The cost of the physical examination taken as a condition for employment will not be assumed by
- 12 the school district.
- 13 B. Once each four (4) years during his/her employment, each employee shall submit to an additional
- 14 health examination certifying to his/her freedom from active tuberculosis and other infectious and
- 15 communicable disease. Employees shall be issued a health certificate form from the Business Office
- 16 and shall have it signed by a licensed physician. The Muroc Joint Unified School District will pay the
- 17 cost.
- 18 C. The examination shall consist of an x-ray of the lungs or an approved intradermal tuberculin test which,
- 19 if positive, shall be followed by an x-ray of the lungs.
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**ARTICLE XX**  
**MANAGEMENT RIGHTS**

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- 3 A. The parties recognize and acknowledge that the District retains all its historical and/or previously held
- 4 rights and powers and that those rights and powers remain intact and valid except as specifically
- 5 modified or abridged by this Agreement and/or the rules and regulations cited in this Agreement.
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**ARTICLE XXI**  
**PEER ASSISTANCE AND REVIEW PROGRAM**

The Muroc Educators Association (MEA) and the Muroc Joint Unified School District continuously strive to provide the highest possible quality education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers recommended to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

The Peer Assistance and Review Program (PAR) shall address professional development needs of teachers in the District who are:

1. New to teaching and/or the District on probationary status:
  - a. the Beginning Teachers Support and Assessment Program (BTSA) for teachers who are fully credentialed or close to being fully credentialed;
  - b. a district intern program for teachers with emergency credentials;
2. Experienced teachers on permanent status in the District:
  - a. teachers who have volunteered for assistance;
  - b. teachers who are referred as a result of a performance review.

**A. The Joint Teacher/Administrator Review Panel:**

1. **Membership:** The Joint Teacher/Administrator Review Panel, hereafter referred to as "Review Panel" shall consist of five (5) members.
  - a. Members of the Review Panel will include the Association President or designee, two (2) unit members selected by the Association, the Superintendent or designee and one (1) administrator appointed by the District. Teacher panel members shall hold permanent status in the District.
  - b. The term of office for Panel members shall be for two (2) years, with the terms beginning May 1, 2000.
  - c. The Review Panel will be established no later than May 1 prior to the next school year.
2. **Organization:**
  - a. The Review Panel will establish its own Rules and effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
  - b. The Panel will establish the method for selection of a Chairperson.
  - c. To hold meetings, four (4) of the five (5) Review Panel members must be present.
  - d. All Review Panel meetings shall take place during the regular teacher workday. Teachers who are members of the Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. If the Review Panel determines it is necessary to work beyond their regular workday, unit members shall be compensated at the hourly rate based on the first column/first step of the Teacher's Salary Schedule.

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3. **Responsibilities:**

- a. Coordinate, monitor, and evaluate all aspects of PAR program.
- b. Provide annual training for the Review Panel members.
- c. Determine mid-term replacement of panel members when necessary.
- d. Select trainers and/or training providers.
- e. Distribute a copy of the adopted Rules and Procedures of the Review Panel to all bargaining unit members, administrators, and Governing Board at the beginning of the school year.
- f. Establish a procedure for applications for BTSA Support Providers, intern coaches, and Consulting Teachers.
- g. Establish an application form to be completed for any teacher participating in the PAR program.
- h. Determine the number of BTSA Support Providers, intern coaches, and Consulting Teachers needed in any school year, based upon participation in the program, the budget available, and other relevant considerations.
- i. Select the panel of BTSA Support Providers, intern coaches, and Consulting Teachers for any school year.
- j. Arrange for training of BTSA Support Providers, intern coaches, and Consulting Teachers prior to participation in the program.
- k. Send written notification of the various components of the PAR program to target teacher groups and site administrators.
- l. Make available the list of Consulting Teachers for selection by a Participating Teacher.
- m. Review the final report prepared by a Consulting Teacher and make recommendations to the District Board of Trustees regarding the Referred Participating Teacher's progress in the program.
- n. Evaluate the impact of all the components of the Peer Assistance and Review Program on an annual basis to make improvements and modifications as needed.
- o. Make other decisions as necessary for the successful operation of the PAR Program.

4. **Confidentiality:** All proceedings and materials related to evaluations, reports, and other personnel matters as a result of participation in any component of the PAR Program shall be strictly confidential. Therefore, the Review Panel members and Consulting Teaching may disclose such information only as necessary to administer this Article.

5. **Status and Liability:**

- a. Functions performed by unit members under this article shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.
- b. The District agrees to indemnify and hold harmless any unit member who is a BTSA Support Provider, intern coach, Consulting Teacher, and Review Panel member against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation as a result of participation in the PAR Program.
- c. Unit members who are BTSA Support Providers, intern coaches, Consulting Teachers, and Review Panel members shall have the same protection from liability and access to appropriate defense as afforded to other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the Government Code.

1 B. **Beginning Teachers Support and Assessment (BTSA) and Intern Programs:** To assist new unit  
2 members in successfully beginning their careers in the District, all newly-hired unit members with less  
3 than two (2) full years of fully credentialed teaching experience will be required to participate in the  
4 new teachers' component of the PAR Program.

5 1. **Definitions:**

6 **Support Provider (SP):** an experienced teacher who provides assistance and support to a newly-  
7 hired credentialed teacher and meets the criteria as outlined by the KCSOS BTSA Consortium.

8 **Intern Coach (IC):** an experienced teacher who provides assistance and support to a newly-  
9 hired teacher who holds an emergency credential and meets the same criteria as a BTSA Support  
10 Provider.

11 **Beginning Teacher (BT):** a teacher new to teaching and/or the District who is fully credentialed  
12 or close to being fully credentialed.

13 **Intern Teacher (IT):** a teacher new to teaching and/or the District who holds an emergency  
14 credential.

15 2. **Program:**

- 16 a. The District and Association will adhere to the requirements of districts participating in  
17 the Kern County Superintendent of Schools' BTSA Consortium.  
18 b. District guidelines for the BTSA and Intern Programs will be developed and distributed by  
19 the Review Panel.

20 C. **Experienced Teachers on Permanent Status in the District:**

21 To provide assistance to unit members, teachers may either volunteer or be referred to participate in the  
22 experienced teachers component of the PAR Program.

23 1. **Definitions:**

24 **Consulting Teacher (CT):** a teacher who provides assistance to a Participating Teacher (PT)  
25 pursuant to the PAR Program requirements. The following shall constitute minimum  
26 qualifications:

- 27 a. be a credentialed classroom teacher with permanent status in the District;  
28 b. normally have at least ten (10) years classroom teaching experience;  
29 c. have taught in the classroom within the last two (2) years;  
30 d. shall demonstrate exemplary teaching ability as indicated by, among other things, effective  
31 communication skills both oral and written, subject matter knowledge, and mastery of a  
32 range of teaching strategies necessary to meet the needs of pupils in different contexts;  
33 e. have the ability to work cooperatively and effectively with others.

34 **Participating Teacher (PT):**

35 a. **Experienced/Referred Teacher (ET):**

- 36 1. An ET is a teacher with permanent status who exhibits serious job-related  
37 deficiencies as documented on the Teacher Evaluation Form, and/or has received an  
38 overall unsatisfactory rating by the principal or immediate supervisor on the  
39 Teacher Evaluation Form. All permanent teachers receiving such a rating will be  
40 required to participate in the PAR Program.

1 2. An ET may select his/her Consulting Teacher from the list provided by the Review  
2 Panel. At any time during the process and with prior approval of the Review Panel,  
3 a different Consulting Teacher may be selected to work with the Participating  
4 Teacher. Either a Participating Teacher or a Consulting Teacher may make such a  
5 request to the Review Panel.

6 b. **Volunteer Teacher (VT):**

- 7 1. A VT is a teacher with permanent status who volunteers to participate in the PAR  
8 Program for the purpose of peer assistance only. The Consulting Teacher for the  
9 VT shall not complete a final report of the VT unless requested to do so by the VT.  
10 2. The VT may terminate his/her participation in the PAR Program at any time.

11 2. **Program:**

12 a. To fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and  
13 in the District Office. In addition to submitting an application form, each applicant is  
14 required to submit three (3) references from individuals with specific knowledge of his/her  
15 expertise, as follows:

- 16 1. a reference from a site principal or immediate supervisor  
17 2. a reference from an Association representative  
18 3. a reference from another classroom teacher

19 All applications and references shall be treated with confidentiality.

20 b. Consulting Teachers shall be selected by a majority vote of the Review Panel after one (1)  
21 or more representatives of the Panel have conducted site visitations and classroom  
22 observations of all final candidates. Interviews by the Review Panel shall also be part of  
23 the selection process.

24 c. Consulting Teachers will be trained both to offer assistance to experienced teachers and to  
25 understand the specific functions of the PAR Program. Training will include an overview  
26 of District performance expectations and their application.

27 d. The Review Panel will monitor and evaluate the effectiveness of Consulting Teachers and  
28 will make decisions regarding their continuation in the program. The Review Panel may  
remove a Consulting Teacher from the position at any time because of the specific needs  
of the PAR Program, inadequate performance of the Consulting Teacher or other just  
cause. Prior to the effective date of such removal, the Review Panel will provide the  
Consulting Teacher with a written statement of the reasons for the removal, and at the  
request of the Consulting Teacher, will meet with him/her to discuss the reasons.

e. Expenditures for the PAR Program shall not exceed revenues received from county (BTSA  
grant), state (AB IX) and federal funding without mutual agreement of the District and  
Association.

f. The Review Panel will determine the number of Consulting Teachers in any school year.  
Consulting Teacher positions may be compensated by stipend and/or released time.

g. Full-time Consulting Teachers shall have a caseload determined by a ratio of Consulting  
Teachers to Participating Teachers. The ratio is dependent on the amount of intervention  
time determined by the Review Panel and the Consulting Teachers.

h. Consulting Teachers who retain their regular full-time teaching duties shall receive an  
annual stipend of \$4,000, or that provided by law. If it is determined that a full-time or  
part-time Consulting Teacher is needed, both parties will meet to negotiate appropriate  
compensation. In the event that a Consulting Teacher is required to work beyond the  
regular number of contract days in a school year, he/she will receive pro rate hourly pay  
for such work. This does not include time spent beyond the regular work day during the  
school year.

- i. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A Consulting Teacher may reapply after returning to the classroom for one (1) year. A Consulting Teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) year after serving as a Consulting Teacher.
- j. Upon completion of service as a Consulting Teacher, a teacher has the option to return to his/her previous assignment, if that assignment still exists.
- k. Consulting Teachers shall provide the Participating Teacher a minimum of eighteen (18) hours of assistance per semester. Assistance shall include, but not be limited to, demonstration of instructional strategies, classroom observations, coaching sessions, referral to workshops/conferences, or by other activities which, in their professional judgment, will assist the Participating Teacher.
- l. The Consulting Teacher shall meet with the Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the written assistance plan and process for determining successful completion of the PAR Program.
- m. The Consulting Teacher shall conduct multiple observations for the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- n. The Consulting Teacher shall monitor the progress of the Participating Teacher and shall provide periodic written reports to the Participating Teacher for discussion and review.
- o. The Consulting Teacher shall continue to provide assistance to the Participating Teacher until he/she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Participating Teacher to receive his/her input and signature before it is submitted to the Review Panel. The signature of the Participating Teacher on the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.
- p. The Consulting Teacher shall submit a final report to the Review Panel. The Participating Teacher shall have the right to submit a written response within twenty (20) days and have it attached to the final report. The Participating Teacher shall also have the right to request a meeting with the Review Panel, and to be represented at this meeting by the Association representative of his/her choice. The representative may not be a Review Panel member.
- q. The results of the Participating Teacher's participation in the PAR Program shall be made available for placement in his/her personnel file and may be used in the job performance evaluation of the Participating Teacher.
- r. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the site principal with respect to the process of peer assistance and review. Prior to working with a Participating Teacher, the Consulting Teacher will meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program.
- s. A Participating Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice and to due process.

D. **Miscellaneous:**

1. Nothing in this article precludes the principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.

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2. Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline, such as a letter of warning, reprimand, etc., he/she shall make a copy available to the BTSA Support Provider, intern coach, or Consulting Teacher.
3. At least once every six (6) weeks, the BTSA Support Provider, intern coach, or Consulting Teacher will share with the PAR teacher during a conference all written and verbal reports received from any source. A copy of the written reports from the Consulting Teacher only will be provided to the principal and the Review Panel.
4. If a grievance pertaining to any portion of this article is not resolved at Level One of the Grievance Procedure, the parties agree to meet and attempt to resolve the issue or negotiate needed modifications. If this process has not resulted in an agreement, the Grievance Procedure shall continue at Level Four. If the mediation process has already been used, the Grievance Procedure shall continue at Level Five.
5. At the request of either party, negotiations on this Article shall be reopened.



**ARTICLE XXII**  
**PROFESSIONAL GROWTH**

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- 3 A. The following provisions shall apply to those certificated employees who are required to adhere to the
- 4 professional growth standards of California Education Code Section 44277, et. seq.
- 5 1. The District will implement the professional growth program as set forth in the California
- 6 Education Code and the California Administrative Code.
- 7 2. The selection of professional growth advisors shall begin by October 1 of each year.
- 8 Professional growth advisors shall be designated by the District from non-bargaining unit
- 9 personnel.
- 10 a. The employee may select a professional growth advisor from the list of advisors provided
- 11 by the District. An advisor has the option of not serving an individual employee.
- 12 3. The advisor shall evaluate and return any submission made by the employee within ten to twenty
- 13 (10-20) working days of receipt. If the advisor does not approve an employee's proposed
- 14 activities for professional growth submission, the justification for non-acceptance shall be
- 15 provided to the employee in writing with suggested alternatives.
- 16 4. The requirement for professional growth shall be separate and distinct from the evaluation
- 17 process pursuant to Education Code Section 44660 and Article XVI (Evaluation Procedures) of
- 18 this Agreement.
- 19 5. College course credits which are earned as part of the professional growth program, and which
- 20 otherwise meet the District's requirements for salary credit, shall be applied to the employee's
- 21 salary in the same manner as other college course credits.
- 22 6. The Association's representative will be invited to participate in the District's pre-
- 23 service/in-service programs. The express intent of their participation will be to present the
- 24 professional growth activities available through the Association.
- 25 7. Notwithstanding, the final responsibility for complying with the requirements of this article
- 26 remains with the individual unit members who need to fulfill professional growth requirements.
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**ARTICLE XXIII**  
**REDUCED WORKLOAD/EARLY RETIREMENT**  
**PART-TIME EMPLOYMENT/POST RETIREMENT EMPLOYMENT**

**Reduced Workload Program:**

- A. To enter the Reduced Workload Program, unit members shall submit a District participation form by February 1 of the academic year preceding the effective date. Implementation of unit members' requests shall not result in any increased costs to the District or deprive the District of its ability to meet staffing/scheduling needs. The District will make a good faith effort to meet the staffing/scheduling needs to implement the Reduced Workload Program for each unit member's request. If the District determines that these needs cannot be met, the District agrees to meet with the applicant and representative of the Association to review the District's concerns within ten (10) working days.
- B. During the period of participation, unit members are entitled to all rights and benefits under the retirement system to which they would be entitled if employed full-time and to District paid health benefits in the same manner as full-time employees.
- C. The member who meets the minimum qualifications and participation requirements is entitled to receive a full year of service credit and to have a future retirement allowance, as well as any other benefits, based upon the salary which would have been received if employed on a full-time basis.
- D. Participation in the Reduced Workload Program shall be in accordance with the following terms and conditions:
1. The unit member must have reached the age of fifty-five (55) before the workload reduction.
  2. The unit member must have been employed full-time for at least ten (10) years in the District prior to the workload reduction.
  3. The unit member must have five (5) consecutive full-time years in the District without a break in service immediately preceding the reduced workload request. (Approved leaves of absence do not constitute a break in service, but time spent on leave shall not be counted toward the five [5] year requirement.)
  4. Minimum reduced workload employment must be the equivalent of at least half the number of days of service required by the member's contract of employment during the last year served in a full-time certificated position.
  5. The employer must contribute to STRS an amount based upon the salary that would have been paid had the member been employed full-time at the Reduced Workload Contribution Rate specified by the Teacher's Retirement Board.
  6. The unit member's STRS contribution shall be equal to the amount the member would have paid had the member been employed full-time.
  7. Participation will be evaluated annually and will be limited to a ten (10) year period following initial entry into the program.

1 8. The unit member may terminate participation by providing the District with written notification  
2 of intent to terminate by February 1. The unit member who terminates participation shall be  
3 eligible to return to full-time employment in the position, or similar position, the member last  
4 held in a full-time capacity, or any vacant position for which the employee applies and is  
5 qualified.

6 9. The District may terminate participation.

7 **Part-Time Employment Program - Less Than Fifty-Five Years Of Age:**

8 A. Unit members who wish part-time employment but have not reached age fifty-five (55), shall notify the  
9 District on or before February 1 to be qualified the following year. Implementation of the unit  
10 members' requests shall not result in any increased costs to the District or deprive the District of its  
11 ability to meet staffing/scheduling needs. The District will make a good faith effort to meet the  
12 staffing/scheduling needs to implement the Part-Time Employment Program for each unit member's  
13 request. If the District determines that these needs cannot be met, the District agrees to meet with the  
14 applicant and a representative of the Association to review the District's concerns within ten (10)  
15 working days.

16 B. Participation in the Part-Time Employment Program shall be in accordance with the following terms  
17 and conditions:

18 1. Unit members participating in the Part-Time Employment Program shall be paid a pro-rata share  
19 of the salary that the member would have earned on a full-time basis.

20 2. If the unit member wishes to continue health benefits while participating in the Part-Time  
21 Employment Program, the member shall pay a pro-rata share of all costs based upon the ratio of  
22 the part-time contract to a full-time contract for that position.

23 3. Unit members participating in the Part-Time Employment Program shall maintain seniority based  
24 upon date of hire.

25 4. Unit members participating in this program who wish to return to full-time employment shall  
26 notify the District on or before February 1. In the event the District does not approve  
27 continuance of unit member in the program, the unit member shall be returned to full-time  
28 assignment.

5. The unit member may terminate participation by providing the District with written notification  
of intent to terminate by February 1. The unit member who terminates participation shall be  
eligible to return to full-time employment in the position, or similar position, the member last  
held in a full-time capacity, or any vacant position for which the employee applies and is  
qualified.

**Post Retirement Employment Program:**

A. The District Post-Retirement Employment Program provides that a unit member may retire early and, at  
the same time, request to enter into an agreement for independent contract services. Approval of  
independent contract services will be based on financial feasibility and District needs for instructional  
programs or support services.

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B. Unit members shall have reached the age of fifty-five (55) and have served in the District a minimum of ten (10) years. Unit members wishing to participate in this program shall submit a letter of application to the District by February 1 in order to be included in the program for the following fiscal year.

C. Upon approval of the Board of Trustees, the following procedures shall be followed:

1. A written agreement shall be prepared by the District, calling for the services of an independent contractor.
2. Approved applicants shall return the signed agreement, together with a letter of resignation, effective June 30 or that fiscal year. The deadline for completion of this provision shall be fifteen (15) working days from the date of the agreement.
3. The District may extend the above-mentioned time requirements and notification dates at its discretion.
4. The contract amount shall not exceed the allowable earnings limit for retirees as established by STRS.

**ARTICLE XXIV**  
**SUMMER SCHOOL**

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- 3 A. A summer school program will be conducted at the discretion of the District, and will be offered to
- 4 bargaining unit members first.
- 5 B. Summer school employees will be employed contingent upon adequate student attendance.
- 6 C. Unit members serving in summer school shall be entitled to one (1) day of sick leave for each summer
- 7 school session. Summer school sick leave shall accumulate with the unit member's regular sick leave.
- 8 Unit members serving in summer school shall be entitled to use their regular accumulation of sick leave
- 9 and other leaves provided by this Agreement during summer school.
- 10 D. Summer school shall not run less than eighty (80) instructional hours per session. Unit members
- 11 employed shall receive an additional four (4) hours of paid preparation time.
- 12 E. The workday shall normally consist of four (4) hours per day, which shall include at least one (1) duty-
- 13 free break.
- 14 F. Potential summer school vacancies will be posted by the District on every site Association bulletin
- 15 board no later than April 1. When potential summer school openings are posted, the postings shall
- 16 clearly indicate the site/location, the nature of the assignment, and any special requirements of the
- 17 assignment. The positions for summer school shall be filled as in Article XIII and XIV of this
- 18 Agreement.
- 19 G. Summer School Independent Study class size shall be limited to five (5) students per two-hour time
- 20 period for each semester class in which the student is enrolled.
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**ARTICLE XXV**  
**ENTIRE AGREEMENT**

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- 3 A. This Agreement shall supersede any rules, regulations, or practices of the District, which shall be  
4 contrary or inconsistent with its terms. The provision of the Agreement shall be considered part of the  
5 established policies of the District.
- 6 B. It is agreed that during the term of this agreement, the parties waive and relinquish the right to meet and  
7 negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any  
8 subject or matter covered in this Agreement even though such subjects or matters were proposed and  
9 later withdrawn.
- 10 C. Nothing herein shall preclude the parties from mutually agreeing to re-opening negotiations on any of  
11 these matters.
- 12 D. This Agreement shall constitute the full and complete commitment between both parties and shall  
13 supersede and cancel all previous agreements, both oral and written. This agreement may be altered,  
14 changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties  
15 in written and signed amendment to this Agreement.
- 16 E. The District agrees, during the term of this Agreement, not to change any working conditions within the  
17 scope of bargaining without first notifying the Association in writing and, if requested, negotiating the  
18 issues with the Association prior to implementation.
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**ARTICLE XXVI**  
**SAVINGS**

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- 3 A. If any provision of this Agreement or any application thereof to any unit member is held by a court of  
4 competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid.  
5 All other provisions or applications shall continue in full force and effect.
- 6 B. Should a provision or application be deemed invalid as described in Paragraph A above, the parties  
7 shall meet not later than ten (10) days after such court decision to renegotiate the provision or  
8 application affected.
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**ARTICLE XXVII**  
**DURATION**

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- 3 A. The District and the Association agree that the term of this Agreement shall be from July 1, 2017,  
4 through June 30, 2020, and thereafter shall continue in effect year by year unless one of the parties  
5 notifies the other in writing, no later than March 15 of any year, of its request to modify or terminate  
6 the Agreement.
- 7 B. The Association and the District agree that for the 2018-2019 and 2019-2020 school years the  
8 Association and the District will include salary and benefits in reopeners. The District and the  
9 Association may each identify two (2) articles for reopeners and any other items by mutual agreement.
- 10 C. The Association and the District should each make its initial proposal to the Board of Trustees at or  
11 prior to the Board's regularly scheduled meeting in February.
- 12 D. The Association and the District should, whenever possible, begin negotiations within ten (10) working  
13 days following the regularly scheduled meeting of the Board of Trustees in March.
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**ARTICLE XXVIII**  
**CONCLUSION**

A. By his/her signature below, each representative certifies that he/she is the authorized representative of his/her respective party, that all actions necessary for the respective party to ratify and accept this document as a binding and bilateral agreement have been completed in the manner required by that party and by law, and that the Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:

ACCEPTED:

**FOR THE DISTRICT:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Sherman Burkhead Jr., President  
Board of Trustees

\_\_\_\_\_  
Joan Piper  
MEA President

\_\_\_\_\_  
Melinda Marchlewicz, Clerk  
Board of Trustees

\_\_\_\_\_  
Matt Carter, Member  
Board of Trustees

Dated: October 11, 2017

APPENDIX A

MUROC JOINT UNIFIED SCHOOL DISTRICT  
TEACHERS SALARY SCHEDULE  
2020-2021

	BA	BA + 15	BA + 30	BA + 30 With Masters	BA + 45	BA + 45 With Masters	BA + 60	BA + 60 With Masters	BA + 75	BA + 75 With Masters
1	38968	41307	43644	45016	45982	47354	48319	49691	50658	52030
2	41307	43644	45982	47354	48319	49691	50658	52030	52996	54368
3	43644	45982	48319	49691	50658	52030	52996	54368	55334	56706
4	45982	48319	50658	52030	52996	54368	55334	56706	57673	59045
5	48319	50658	52996	54368	55334	56706	57673	59045	60011	61383
6	50658	52996	55334	56706	57673	59045	60011	61383	62349	63721
7	52996	55334	57673	59045	60011	61383	62349	63721	64685	66057
8		57673	60011	61383	62349	63721	64685	66057	67026	68398
9			62349	63721	64685	66057	67026	68398	69364	70736
10					67026	68398	69364	70736	71702	73074
11							71702	73074	74037	75409
12									76377	77749
13									78715	80087
14									81052	82424
15									83391	84763
20	55334	60011	64685	66057	69364	70736	74037	75409	85730	87102
25	57673	62349	67026	68398	71702	73074	76377	77749	88069	89441
30	60011	64685	69364	70736	74037	75409	78715	80087	90404	91776

Effective Date: 07/01/2019  
Board Approved: 11/13/2019

1 **APPENDIX B**

2 **STIPEND SCHEDULE**

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4 **VARSIY HEAD COACH:**

5	Football.....	\$2,616
6	Basketball.....	\$2,616
7	Volleyball.....	\$2,616
8	Track.....	\$2,315
9	Baseball/Softball.....	\$2,315
10	Wrestling.....	\$2,315
11	Golf.....	\$2,315
12	Cross Country.....	\$2,315
13	Soccer.....	\$2,315
14	Tennis.....	\$2,315

15 **ASSISTANT VARSITY COACHES:**

16	Football (2 each school).....	\$2,016
17	Track.....	\$2,016
18	Wrestling.....	\$2,016

19 **JUNIOR VARSITY COACHES:**

20	Football.....	\$2,016
21	Basketball.....	\$2,016
22	Baseball/Softball.....	\$2,016
23	Volleyball.....	\$2,016

24 **ASSISTANT JUNIOR VARSITY COACHES:**

25	Football (1 each school).....	\$1,715
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26 **JUNIOR HIGH COACHES:**

27	Volleyball (girls).....	\$1,715
28	Track.....	\$1,715
29	Basketball.....	\$1,715

30 **ATHLETIC DIRECTOR.....\$4,201**

31 The Athletic Director will have one (1) period duty free for Athletic Director's work and the stipend. If the  
32 District requires the Athletic Director to work during the free period, the Athletic Director shall be compensated  
33 at prorated share of his/her daily rate in addition to the stipend. The Athletic Director must attend an agreed-  
34 upon amount of athletic events as specified in a mutual agreement between the site principal or site assistant  
35 principal and the Athletic Director. Any required duties the Athletic Director performs at any school sponsored  
36 athletic event are part of his/her job as Athletic Director and will not be considered as extra duty.

37 The above stipends will receive two hundred seventy-eight dollars (\$278) at the beginning of the fourth (4<sup>th</sup>)  
38 consecutive year in coaching the same sport at the high school level.

39 If a sport is self-funded, the District will not pay, and is not responsible for, the above noted stipends.

MUROC JOINT UNIFIED SCHOOL DISTRICT

**2021-22 TEACHER WORKDAY CALENDAR**  
 (180 Student Instruction Days/182 Teacher contract Days)  
 Teacher Workdays are shaded

2021							2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
<b>JULY</b>							<b>JANUARY</b>						
				1	2	3							1
4	5H	6	7	8	9	10	2	3	4	5C	6	7	8
11	12	13	14	15	16	17	9	10	11	12C	13	14	15
18	19	20	21	22	23	24	16	17H	18	19C	20	21	22
25	26	27	28	29	30	31	23	24	25	26C	27	28	29
							30	31					
<b>AUGUST</b>							<b>FEBRUARY</b>						
1	2	3	4	5	6	7			1	2C	3	4	5
8	9	10	11	12	13	14	6	7	8	9C	10	11	12
15	16	17	18C	19	20	21	13	14	15	16C	17	18H	19
22	23	24	25C	26	27	28	20	21H	22	23C	24	25	26
29	30	31					27	28					
<b>SEPTEMBER</b>							<b>MARCH</b>						
			1C	2	3	4			1	2C	3	4	5
5	6H	7	8C	9	10	11	6	7	8	9C	10	11Q	12
12	13	14	15C	16	17	18	13	14H	15H	16H	17H	18H	19
19	20	21	22C	23	24	25	20	21	22	23C	24	25	26
26	27	28	29C	30			27	28	29	30C	31		
<b>OCTOBER</b>							<b>APRIL</b>						
				1	2	3							1
3	4	5	6C	7	8Q	9	3	4	5	6C	7	8	9
10	11	12	13C	14	15	16	10	11	12	13C	14	15H	16
17	18EM	19EM	20EM	21EM	22EM	23	17	18H	19	20	21	22	23
24	25	26	27C	28	29	30	24	25	26	27C	28	29	30
31													
<b>NOVEMBER</b>							<b>MAY</b>						
	1	2	3C	4	5	6			1	2	3	4C	5
7	8	9	10C	11H	12H	13	1	2	3	4C	5	6	7
14	15	16	17C	18	19M	20	8	9	10	11C	12	13	14
21	22H	23H	24H	25H	26H	27	15	16	17	18C	19	20	21
28	29	30					22	23	24	25C	26	27SM	28
							29	30H	31SM				
<b>DECEMBER</b>							<b>JUNE</b>						
			1C	2	3	4				1SM	2MQ	3	4
5	6	7	8C	9	10	11	5	6	7	8	9	10	11
12	13	14SM	15C SM	16SM	17MQ	18	12	13	14	15	16	17	18
19	20H	21H	22H	23H	24H	25	19	20	21	22	23	24	25
26	27H	28H	29H	30H	31H		26	27	28	29	30		

**H = HOLIDAYS (Observed)**

Labor Day	September 6	Lincoln's Birthday	February 18
Veterans Day	November 11-12	Presidents' Day	February 21
Thanksgiving Break	November 22-26	Spring Break	March 14-18
Winter Break	December 20-31	Good Friday/Easter	April 15-18
Martin Luther King Day	January 17	Memorial Day	May 30

**LEGEND**

<b>No Collaboration</b>	<b>C = Collaboration Wednesdays</b>	<b>First Day of Instruction</b>
<b>October 20, 2021</b>	<b>H = Holidays/No School for Students</b>	<b>August 16, 2021</b>
<b>First Teacher Workday</b>	<b>M = District-wide Minimum Days</b>	<b>Last Day of Instruction</b>
<b>August 13, 2021</b>	<b>EM = Elementary Minimum Days</b>	<b>June 2, 2022</b>
<b>Last Teacher Workday</b>	<b>SM = Secondary Minimum Days</b>	
<b>June 3, 2022</b>	<b>Q = End of Quarters for Student Grades</b>	

Revised – Board Adoption Date: 9/8/21

**APPENDIX D-1**  
**MUROC JOINT UNIFIED SCHOOL DISTRICT**  
**LEVEL 1 GRIEVANCE**

Date: \_\_\_\_\_

Number: \_\_\_\_\_

NAME \_\_\_\_\_ ORIGINAL DATE FILED \_\_\_\_\_

SCHOOL \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

DATE GRIEVANCE OCCURRED: \_\_\_\_\_

Complete the sections below. If more space is needed, please attach additional sheets. Be sure to number the pages and identify the section to which you are responding.

1. Section of Agreement alleged to have been violated: \_\_\_\_\_

\_\_\_\_\_

2. Statement of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

Signature indicated receipt of Grievance: \_\_\_\_\_

Date Received: \_\_\_\_\_ Grievance # \_\_\_\_\_

Informal Level Date: \_\_\_\_\_ Level I Date: \_\_\_\_\_

*Distribution: Superintendent, Association, Immediate Supervisor, Teacher*

**APPENDIX D-2**  
**MUROC JOINT UNIFIED SCHOOL DISTRICT**  
**GRIEVANCE DECISION**

GRIEVANCE # \_\_\_\_\_

GRIEVANT: \_\_\_\_\_

DATE OF RECEIPT OF GRIEVANCE: \_\_\_\_\_

DATE OF DECISION: \_\_\_\_\_

LEVEL OF GRIEVANCE: \_\_\_\_\_

DISPOSITION OF DECISION:

Grievance resolved

Grievance denied

EXPLANATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Position

*Distribution: Superintendent, Association, Immediate Supervisor, Teacher*

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**APPENDIX D-3**  
**MUROC JOINT UNIFIED SCHOOL DISTRICT**  
**GRIEVANCE APPEAL**

GRIEVANCE # \_\_\_\_\_ GRIEVANT: \_\_\_\_\_

DATE: \_\_\_\_\_ APPEAL LEVEL: \_\_\_\_\_

Please explain the conference(s) you had at the former level and state the date(s).

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Please explain why you are appealing the decision at the former level.

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GRIEVANT'S SIGNATURE: \_\_\_\_\_

*Attachments: Copy of Level I Original Grievance, Decision(s), and subsequent Appeal(s) and Decision(s).*

(Office Only)

Signature of person receiving Grievance Appeal: \_\_\_\_\_

Date: \_\_\_\_\_

*Distribution: Original to Superintendent, one copy to Grievant, one copy to Association, one copy to File.*

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**APPENDIX E**

**EVALUATION FORMS**

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Goal Setting Worksheet

Professional Performance Goals

Professional Performance Goals Revision

Formal Classroom Observation Report

Teacher Summative Evaluation

Improvement Plan

Interim Evaluation Report

Continuum for Excellence