

AGREEMENT BETWEEN
MESA UNION SCHOOL DISTRICT
AND
MESA UNION TEACHERS' ASSOCIATION/CTA/NEA
JULY 1, 2020 TO JUNE 30, 2023

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ARTICLE I: AGREEMENT

1.1 This agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code between the Mesa Union School District (Board) and the Mesa Union Teachers' Association/CTA/NEA (Association), an employee organization.

1.2 This agreement shall remain in full force and effect from July 1, 2014 through June 30, 2017. Further negotiations for the 2014-2015 school year shall be closed. For the 2015-2016 school year, the District and Association shall be entitled to select up to two (2) Articles for reopener negotiations excluding Article XVI (Salary) and Article XVII (Employee Benefits), which shall remain closed. For the 2016-2017 school year, the District and the Association shall be entitled to reopen negotiation on Article XVI (Salary) and Article XVII (Employee Benefits). In addition for the 2016-2017 school year, each party may select up to two (2) additional Articles for reopener negotiations.

ARTICLE II: RECOGNITION

2.1 The District hereby acknowledges that the Mesa Union Teachers' Association is the exclusive representative for all non-management, non-supervisory, non-confidential, regular school year, probationary and permanent full-time and part-time certificated employees and such regular temporary employees (excluding hourly assignments) who are continuously employed under contract for a regular school year.

ARTICLE III: DEFINITIONS

3.1 “Teacher” or “Unit Member” refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this agreement.

3.2 “Day” means a day when the school in the District is in session, excluding Saturdays, Sundays and summer session.

3.3 “Superintendent” means the chief executive officer of the District or designee.

3.4 “Board” or “District” is the governing board of the District, which is the public school employer of the employees covered by this agreement.

3.5 “District management” or “Management” means the superintendent or designee.

ARTICLE IV: ASSOCIATION RIGHTS

4.1 The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board, designated by the District and shall have use of the District Teacher mailboxes for communication to Unit Members.

4.2 Authorized representatives shall be permitted to transact official Association business on school property provided they do not interfere with the school programs or with employees during hours of assigned duty.

4.3 The Association shall be allowed five (5) days to be used by officers of the Association for local, state or national conferences or for conducting lawful activities of the Association. The Association president agrees to notify the Superintendent no less than forty-eight hours (48) hours prior to the date for intended use of such leave. The Association shall reimburse the District for all substitute Teacher costs.

ARTICLE V:

EMPLOYEE RIGHTS

5.1The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

ARTICLE VI: DISTRICT RIGHTS

6.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

6.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE VII: NEGOTIATIONS PROCEDURES

7.1 The Association shall designate no more than two (2) representatives who shall each receive (10) hours and mutually agreed to extension of release time without loss of compensation to attend negotiation meetings with the Board of Trustees. Release time shall only be used for actual meetings between the parties; however, not all meetings shall require release time.

7.2 Both parties are free to utilize outside consultants to assist in negotiations or to use its own officers or authorized persons in discharging duties.

7.3 No earlier than ninety (90) calendar days prior to the expiration of this agreement, the Association shall submit its initial proposals for a successor agreement to the Board.

7.4 Contract negotiation procedures for the term of this contract:

7.4.1 At the first regular Board of Trustees' meeting in April, the Association will present its initial proposals for the next school year. At the first regular Board of Trustees meeting in May, the Mesa Union School District will present its initial proposals for the next school year.

7.5 Negotiations will begin within a week of the start of the Teacher contract year and every effort will be made to conclude negotiations as soon as possible.

7.5.1 The Mesa Union School District proposes that at least one negotiation session be held prior to the first day of school. Initial proposals would be presented in writing and explained.

7.5.2 Negotiations for the upcoming school year will begin following the regular Board of Trustees meeting in May of the current school year, after the Mesa Union School District initial proposals have been received. This first negotiation session shall take place prior to June 20th of the current school year. Every effort will be made to conclude negotiations as soon as possible.

ARTICLE VIII: EVALUATIONS

8.1 Purpose:

Evaluation is one means by which to improve the quality of education provided to students. It is an ongoing process focused on the means by which an individual can more effectively contribute to the educational efforts of the District. It is based upon an objective and fair assessment of performance. Evaluation is a self-enlightening activity, which occurs in an atmosphere of mutual trust and respect. Its primary purpose is to improve instruction.

8.2 Teacher evaluation has five primary goals:

8.2.1 To improve instruction;

8.2.2 To benefit students and certificated staff;

8.2.3 To maintain and exceed professional standards;

8.2.4 To promote ongoing and significant professional growth;

8.2.5 To recognize and affirm good teaching practices.

8.3 The process adopted for the evaluation of Teachers by the Mesa Union School District emphasizes these goals by recognizing effective teaching practices and providing constructive assistance.

8.4 By following specific guidelines and clearly observable criteria, the evaluator and Teacher are able to communicate using a common frame of reference and mutually understood evaluation standards. Teachers receive feedback primarily based upon classroom observations, student performance, and discussion of instructional planning and implementation.

8.5 The purpose of the Evaluation Instrument (EI) is to explain the Teacher evaluation process in the Mesa Union School District. The processes and forms have been formulated jointly by the Mesa Union Teachers' Association (MUTA) and the Mesa Union School District (MUSD) and are to be utilized along with the agreements contained in Article VIII, Evaluations, in the Agreement between MUSD and MUTA.

8.6 The Educator Development and Support Program Panel will monitor and assess this professional development and accountability program annually.

8.6.1 The Educator Development and Support Program Panel will convene on a regular basis for the purpose of monitoring the effectiveness of the professional development and accountability program. The Educator Development and Support Program Panel, at its discretion, shall have the authority to make recommendations regarding modifications or refinements to the program.

8.6.2 Any change to this program shall be made by mutual agreement of MUTA and the District.

8.7 The District and MUTA agree to adopt for the purposes of this program the California Standards for the Teaching Profession (CSTP). The CSTP provides a common language on teaching that will be used by teachers to prompt reflection about teaching and learning; develop professional goals; and guide, monitor and assess the progress of a Unit Member's practice toward his or her professional goals. The CSTP will guide teachers as they define and develop their practice. The CSTP shall establish the guidelines for analyzing satisfactory performance of certificated employees.

8.7.1 Standards for teachers shall be the six standards of teaching practice contained in the CSTP document.

8.8 Administrators and all certificated staff shall be responsible for maintaining and modeling professional standards at all times. As administrators observe in classrooms or work settings, they have the responsibility to identify any concerns related to the professional standards and to communicate those concerns to the Unit Member.

8.9 Implementation of Certificated Personnel Evaluation:

8.9.1 An overall "Satisfactory" indicates that a teacher has substantially met the California Standards for the Teaching Profession and is therefore effectively meeting the learning needs of the student.

8.9.2 An overall "Needs Improvement" indicates that a teacher has some individual performance deficiencies; however, none seriously impede the learning needs of students.

8.9.3 An overall "Unsatisfactory" indicates that a teacher has deficiencies that have been documented which seriously impact the learning needs of students.

8.9.3.1 In case of unsatisfactory evaluation(s), the evaluator shall take positive action to assist the Unit Member in correcting any cited deficiencies. The evaluator's role to assist the Unit Member shall include, but not be limited to, the following (See Form 6 of EI.):

8.9.3.1.1 Specific recommendations for improvement;

8.9.3.1.2 Direct assistance to implement such recommendations;

8.9.3.1.3 Provision of additional resources to be utilized to assist with improvement;

8.9.3.1.4 Techniques to measure improvement;

8.9.3.1.5 Time schedule to monitor progress.

8.9.3.2 The Unit Member shall take affirmative action to correct any cited deficiencies based upon the evaluator's specific recommendations for improvement and his/her assistance in implementing such recommendations.

8.9.4 The District shall track the schedule for evaluation for each Unit Member.

8.9.5.

Probationary, intern, temporary, emergency personnel, categorical (non-permanent) teachers or Permanent Personnel Needing Assistance shall participate in a minimum of **Three** observations to include a pre and post conference.

8.9.5.1

The goal setting conference shall be held by **September 30**. A written copy of goals and objectives will be submitted by the teacher. (See Forms A and 4 of EI.)

8.9.5.2

An initial **formal** observation to assess the progress being made toward the achievement of the standards shall be held by November-**1**. A written copy of the evaluation is to be provided to the teacher within 10 (ten) working days. (See Forms 3 of EI.)

8.9.5.3

A second **formal** observation to assess the progress being made toward the achievement of the standards shall be held by January 31. A written copy of the evaluation is to be provided to the teacher within 10 (ten) working days. (See Forms 3 of EI.)

8.9.5.4 A third **formal** observation to assess the progress being made toward the achievement of the standards shall be held by March 15. A written copy of the evaluation is to be provided to the teacher within 10 (ten) working days. (See Forms 3 of EI.)

8.9.6

Permanent Personnel - will participate in a goal-setting conference, **two formal observations** and a final summative evaluative conference between the teacher and the evaluator shall be held each year. Each observation will include a pre and post conference (or the number required by the evaluation option chosen) between the teacher and the evaluator shall be held during the year the employee is to be formally evaluated. A written copy of the evaluation is to be provided to the teacher within 10 (ten) working days.

8.9.6.1

The goal setting conference shall be held by **September 30**. A written copy of goals and objectives will be submitted by the teacher. (See Forms A and 4 of EI.)

8.9.6.2 A formal observation to assess the progress being made toward the achievement of the standards shall be held by December 1. A written copy of the evaluation is to be provided to the teacher within 10 (ten) working days. (See Forms 3 of EL.)

8.9.6.3 A second formal observation to assess the progress being made toward the achievement of the standards shall be held by May 1. A written copy of the evaluation is to be provided to the teacher within 10 (ten) working days. (See Forms 3 of EL.)

8.9.6.4 The final conference to ascertain the degree of attainment of the standards of the teacher shall be held no later than May 1 of the school year in which the teacher is to be formally evaluated. A written copy of the evaluation is to be provided to the teacher within 10 (ten) working days after the final conference. (See Form B of EL.)

8.9.6.5 Other conferences may be required throughout the year according to the option chosen.

8.10 On the Job Observation – Visitations

There shall be a minimum number of three observations for probationary, intern, temporary, emergency personnel, or categorical (non-permanent) teachers and a minimum of two observations for permanent employees made with full knowledge of the employee. Visitations may be scheduled or non-scheduled. Additional visitations may be completed at the request of the certificated employee being appraised or by the supervising administrator. Additional visitations may also be required by the option chosen. A conference between the evaluator and the teacher shall be scheduled not more than 10 (ten) school days after any observation, if the observation is to be used as part of the appraisal procedure.

8.10.1 Administrators have the right and responsibility to observe classrooms or work settings at any time. As administrators observe in classrooms or work settings, they have the right and responsibility to identify any concerns related to the CSTP.

8.11 Self-Assessment

Each year, all teachers shall conduct a Self-Assessment. The Self-Assessment instrument shall be in the Continuum of Teacher Abilities, which is a continuum of the standards and sub-standards of the CSTP. Using the Continuum, each teacher shall establish goals and objectives focusing on his/her own performance for the year.

8.11.1 A teacher shall not be obligated to share his/her Self-Assessment with anyone.

8.11.2

Teachers shall sign the Self-Assessment completion form (Form A of EI) ***and submit a copy of their goals and objectives for the year.***

8.11.3 It is the responsibility of administrators to monitor and provide support to teachers with respect to their goals and objectives.

8.12 Standards Based Evaluation

8.12.1 The formal Evaluation Instrument for teachers will consist of the following options. A list of timelines/deadlines and materials detailing the professional development and accountability process shall be distributed to all teachers at the beginning of the school year. This professional accountability program has four goals:

8.12.1.1 To improve instruction;

8.12.1.2 To benefit students and teachers;

8.12.1.3 To maintain and exceed professional standards;

8.12.1.4 To promote ongoing and significant professional growth.

8.12.2 The options are:

8.12.2.1

Mandated Administrative Evaluation – This option is for probationary, intern, temporary, emergency personnel, categorical (non-permanent) teachers, or permanent personnel needing assistance and requires the Unit Member and an administrator to jointly develop a working portfolio, an ongoing collection of evidence that addresses the goals, based on goals developed from analysis of a self-assessment of the Continuum of Teacher Abilities, and if necessary, from previous evaluation. Probationary, intern, temporary, emergency, or categorical (non-permanent) employees will be evaluated annually on the Mandated Administrative Option for their first two years. The first year of tenure employees will be placed on the Standards Based Administrative Evaluation Option.

8.12.2.1.1 The evaluation process shall be completed in sufficient time so that each teacher shall receive his/her evaluation no later than March 15. The evaluator shall make formal observations of not less than 40 minutes. Probationary, temporary, and emergency employees with less than two years of teaching experience may be required to participate in the Induction Program.

8.12.2.2

This option is similar to the Mandated Administrative Evaluation with a tenured Unit Member choosing to investigate student work, abilities and behaviors. The Unit Member writes a summative self-assessment and the administrator adds comments (Form A). Teachers in their first year of tenure must use this option.

8.12.2.3

This option is based on the self-assessment and subsequent goals, which are aligned to the District goals, where a Unit Member develops a portfolio that includes a table of contents, annual goals (Form A), and artifacts in the following domains: Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibilities. Teachers need to develop and submit a portfolio, which is a compilation of teaching activities (artifacts) and practices (written reflections) organized within an easily accessible binder or eportfolio. It should carefully and thoughtfully document a set of accomplishments attained over an extended period of time that contributes to student achievement. The Unit Member writes a summative evaluation, which the administrator reviews along with the portfolio, and the administrator completes the Administrator Comment section on the Reflection on Portfolio Selection form (Form 2) by no later than May 1st.

(c) Any evaluation performed pursuant to this article which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the employing authority, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the employing authority. If a district participates in the Educator Development and Support Program established pursuant to Article 4.5 (commencing with Section 44500), any certificated employee who receives an unsatisfactory rating on an evaluation performed pursuant to this section shall participate in the Educator Development and Support Program.

(d) Hourly and temporary hourly certificated employees, other than those employed in adult education classes who are excluded by the provisions of Section 44660, and substitute teachers may be excluded from the provisions of this section at the discretion of the Board of Trustees. Any certificated employee who receives an unsatisfactory rating on an evaluation performed pursuant to this section shall participate in the Educator Development and Support Program.

8.13 Compliance with the Law

8.13.1 The program is designed for certificated personnel.

8.13.2 Performance goals for an individual teacher shall be in writing, clearly stated, aligned with pupil learning and consistent with Education Code §44662, which are consistent with CSTP's.

Education Code §44662

(a) *The governing board of each school district shall establish standards of expected pupil achievement at each grade level in each area of study.*

(b) *The governing board of each school district shall evaluate and assess certificated employee performances as it reasonably relates to:*

1. *The progress of pupils towards the standards established pursuant to subdivision and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments.*

2. *The instructional techniques and strategies used by the employee.*

3. *The employee's adherence to curricular objectives.*

4. *The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.*

(c) *The governing board of each school district shall establish and define job responsibilities for certificated non-instructional personnel, including, but not limited to, supervision and administrative personnel, whose responsibilities cannot be evaluated appropriately under the provisions of subdivision (b) and shall evaluate and assess the performance of those non-instructional certificated employees as it reasonably relates to the fulfillment of those responsibilities.*

(d) *Results of an employee's participation in the Educator Development and Support Program as referenced by Article XXII and shall be made available as part of the evaluation conducted pursuant to this section.*

(e) *The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publishers' norms established by standardized tests.*

(f) *Nothing in this section shall be construed as in any way limiting the authority of school district governing boards to develop and adopt additional evaluation and assessment guidelines or criteria.*

Education Code §44664

(a) *Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:*

(1) *At least once each school year for probationary personnel.*

(2) *At least every other year for personnel with permanent status.*

(3) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. SEC. 6301, et seq.) as defined in 20 U.S.C. SEC. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

(b) The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. If an employee is not performing his or her duties in a satisfactory manner according to the standards prescribed by the governing board, the employing authority shall notify the employee in writing of that fact and describe the unsatisfactory performance. The employing authority shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in his or her performance. If any permanent certificated employee has received an unsatisfactory evaluation, the employing authority shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the district.

(c) Any evaluation performed pursuant to this article which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the employing authority, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the employing authority. If a district participates in the Peer Assistance and Review Program for Teachers established pursuant to Article 4.5 (commencing with Section 44500), any certificated employee who receives an unsatisfactory rating on an evaluation performed pursuant to this section shall participate in the Peer Assistance and Review Program for Teachers.

(d) Hourly and temporary hourly certificated employees, other than those employed in adult education classes who are excluded by the provisions of Section 44660, and substitute teachers may be excluded from the provisions of this section at the discretion of the Board of Trustees. Any certificated employee who receives an unsatisfactory rating on an evaluation performed pursuant to this section shall participate in the Peer Assistance and Review Program for Teachers.

8.14 The list of documents associated with this Evaluation Procedure are cited and incorporated. Any changes in this document must be done by mutual agreement.

ARTICLE IX: PAYROLL DEDUCTIONS

9.1 The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:

9.1.1 Such deduction shall be made only upon submission of the District form to the designated representative of the District, duly completed and executed by the employee and the Association.

9.1.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

ARTICLE X: GRIEVANCE PROCEDURE

10.1 Definitions

A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of the agreement. A “grievant” may be any Unit Member or members of the District, or Mesa Union Teachers’ Association as provided by the terms of this agreement. The “immediate supervisor” is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.

10.2 Right to Representation

The grievant has the right to have a representative present at any level of the grievance procedure beyond the informal level.

10.3 Confidentiality of Grievance Files

All documents dealing with the processing of a grievance shall be filed separate from the personnel files of the participants and shall be afforded all the confidentiality of personnel files.

10.4 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor. Every attempt shall be made by both parties to resolve the grievance at this level. This may include, if both parties agree, that a second informal conference be held which could include additional information and/or additional personnel. The grievant shall then inform their supervisor that the grievance has been resolved, or that they intend to pursue the Formal Level – Level I.

10.5 Formal Level – Level I

Within ten (10) days after the occurrence of the act of omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the remedy sought. The supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

10.5.1

Formal Level - Level II

If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or his/her designee. This statement shall include a copy of the original grievance, the decisions rendered and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or his/her designee may request a personal conference within the above time limits. The Superintendent or his/her designee shall communicate his/her decision to the grievant within ten (10) days after receiving the appeal. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

10.5.2

Formal Level - Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision on the appropriate form to the Board of Trustees. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal. The Board of Trustees shall submit a copy of the grievance and written decision to the grievant and the Association within ten (10) days after the next regularly scheduled Board meeting. If the Board does not respond within the time limits provided, the grievant may appeal to the next level.

10.5.3

Formal Level - Level IV

If the grievant is not satisfied with the decision at Level III, he/she may request the free services of the California State Mediation and Conciliation Services for mediation/arbitration. This decision shall be binding to both parties.

ARTICLE XI:

HOURS

11.1 The workweek for regular classroom Teachers shall be forty (40) hours, normally to be rendered in units of seven and one-half (7 ½) hours of school-based service per day, and a thirty-five (35) minute duty-free lunch period. Teachers are to be at work at least 15 minutes prior to the convening of the student day. Student recess shall be duty free time for teachers. Teachers shall determine the end of the workday once their professional obligations have been met.

11.2 A Teacher shall be responsible for attendance at certain after-hours school functions. Mandatory attendance is required for Back to School Night and Open House.

11.2.1 A permanent teacher shall be allowed to attend at least one professional development workshop of their choosing per evaluation cycle. Said conference must have prior approval, should be reflective of the grade/subject matter taught by said teacher, and aligned with school and District goals. Conferences should be within a 150-mile (one-way) radius of the District.

11.3 Exceptions to all of the above shall be mutually determined by the Superintendent and the Unit Member.

11.4 Preparation Period

The District shall provide a thirty minute (30) duty-free preparation period to full time 4th and 5th grade school teachers on regular school days to be used to perform duties related to their teaching position (i.e. grading; preparation planning; communication or any school related functions).

The District shall provide one duty-free preparation period to full time middle school teachers to be to perform duties related to their teaching position (i.e. grading; preparation planning; communication or any school related functions).

A middle school teacher who teaches during their planning period will receive a factor of .083 of their current year's placement on the salary schedule per semester. Payments for teaching during planning periods taught in the Fall semester must be paid in equal monthly installments from July through December. Payments for teaching during planning periods taught in the Spring semester must be paid in equal monthly installments from January through June. If the assignment is not received in time to receive 6 equal monthly installments, the compensation is to be equally divided between the remaining months of that semester.

In order to provide the most effective education program, the following will be implemented: The District will annually identify the need for middle school teachers to teach during their

planning period. This volunteer extra assignment still requires the teacher to perform planning period work. The principal will make the selection of a tenured teacher from volunteers who have the credential requirements. If more than one teacher volunteers, selections will be based on the vacancy process. Principals will ensure that qualified employees will have the opportunity to participate. Employees will hold the position for a minimum of one semester.

11.5 The District may direct the Teacher to perform other than class preparation duties during the preparation time provided such duties are limited to emergency situations as deemed necessary by the District. Any Teacher who is required to teach during their preparation time more than four times each school year shall be compensated at a current hourly rate, not to exceed six hours.

11.6 Annual Teacher Instructional time, exclusive of lunch and recess for grade K-8, will be as follows ,beginning in the 2023-2024 school year:

TK	48,980-49,140
K	8,980-49,140
1-3	51,380-51,540
4-5	57,020-57,210
6-8	56,256-56,448

11.7The minutes specified in this paragraph reflect the law in effect at the time of ratification of this Agreement. The District and Association agree that a change in the statutory minimum required minutes may require a modification to the minutes set forth above.

Article 11.8 will be relocated to Article XIV- Teaching Assignments.

The parties agree to institute a weekly early release schedule. Early release days will be distributed among professional development (2.5 hrs.), staff meeting (1 hr.), site and teacher led professional learning communities (2 hrs.) each.

11.9 The parties agree to institute a weekly early release schedule. Early release days will be distributed among district days (2.5 hrs.), staff meeting (1 hr.), site and teacher led professional learning communities (PLC's) (2 hrs.) each to be scheduled as follows: yearly no less than 12 days shall be teacher directed PLC's, of which 4 shall be for report cards and assessments; 8 shall be staff meetings, 6 shall be site led, and 6 shall be for the District led PLC's. The District and bargaining unit representatives will meet annually to confer regarding the scheduling of early release dates.

ARTICLE XII:

LEAVES

12.1 Eligibility

12.1.1 All Unit Members are eligible for leave under this Article.

12.2 Benefits

12.2.1 Except as otherwise defined by this Article or in the approval of a discretionary leave of absence, leave under this Article shall entitle the Unit Member to all economic benefits of employment, except for salary, on the same basis as if the Unit Member were not on leave. Unit Members are also entitled to continue medical benefits at their own cost during an approved leave of absence.

12.2.2 Except as provided in Section 12.3, approved leaves under this Article shall entitle the Unit Member to continued accrual of the following “service-related” rights of employment, including, without limitation, seniority, salary advancement, and reemployment. Applicability of seniority earned while on leave to optional early retirement programs shall be negotiated with the Association prior to implementation.

12.3 Duration

12.3.1 Leave under this Article may be as long as an entire work year.

12.3.2 Leave under this Article may be as short as half a workday.

12.4 Employee requirements for the following leaves are covered in this article:

- a. Bereavement Leave (12.7)
- b. Catastrophic Leave (12.8)
- c. Family and Medical Leave Act (FMLA) (12.9)
- d. Industrial Accident or Illness Leave (not concurrent) (12.10)
- e. In-service Leave (12.11)
- f. Judicial Leave (12.12)
- g. Pregnancy-Related Disability Leave (12.13)
- h. Maternity and Paternity Leave for Child Bonding/Child Care (12.14)
- i. Personal Necessity Leave (12.15)
- j. Leave of Absence (12.16)
- k. Sick Leave (12.17)
- l. Sabbatical Leave (12.18)

12.4 Definitions of Immediate Family

12.4.1 By definition, immediate family includes mother, mother-in-law, father, father-in-law, step-mother, step-father, spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, guardian, grandchild, step-grandchild, domestic partner or person whose proof of permanent mailing address is the immediate household of the Unit Member.

12.5 Procedures

12.5.1 Leave under this Article shall commence on the date indicated by the Unit Member in the leave request provided by the Unit Member to her/his supervisor.

12.5.2 The leave request shall specify: Leave requested pursuant to this Article, the date the requested leave would commence, the anticipated pattern of leave use if the Unit Member will not be absent continuously, whether the Unit Member desires to substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the Unit Member.

12.5.3 If the Unit Member is able to return prior to the specified date of return, or if no date of return was specified, the Unit Member shall submit a return notice which shall specify that the Unit Member is on leave pursuant to this Article, that the Unit Member will return to continuous active service, and the date upon which the Unit Member will return to continuous active service.

12.5.4 Delivery of a leave or return notice shall be delivered to Unit Member's supervisor.

12.5.5 If a Unit Member on leave under this Article determines to resign or retire without returning to continuous active service, the Unit Member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the Unit Member as the last day of employment.

12.6.6A Unit Member, while on leave under this Article, may provide written notice of determination to resign or retire at any time. Said notice shall be effective upon acceptance by the Superintendent or designee. The Unit Member may thereafter petition the Governing Board for reinstatement.

12.6 Bereavement Leave

12.6.1 A Unit Member shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if out-of-state travel is required without loss of salary on account of the death of any member of his/her family.

12.7 Catastrophic Leave

12.7.1 Unit Members may donate the balance of any unused sick leave in any school year to a catastrophic leave bank. The Payroll Department shall record donations of sick leave, which shall be made available to Unit Members who are subsequently approved for catastrophic leave under this section.

12.7.2 A catastrophic leave committee shall be comprised of (1) the Superintendent or designee; and (2) two Unit Members appointed by the Association. The decision of the committee with respect to whether to grant leave under this section shall be final.

12.7.3 A permanent Unit Member may request up to fifty (50) additional days of paid sick leave, in any twelve-month period, as a result of a catastrophic illness or injury. A Unit Member may only request these additional days, under this provision, once every five years.

12.7.4 Whenever possible, a Unit Member must submit a request for the additional days to the catastrophic leave committee at least fifteen (15) working days before they expect to exhaust all available sick leave. The Unit Member is required to submit a physician's verification which clearly states the Unit Member is incapable of meeting the responsibilities of his/her normal work assignment due to devastating personal health circumstances. The committee shall determine if the illness or injury meets the appropriate criteria and determine the number of days to be awarded. Under no circumstances can the committee grant more leave than is available from the leave balance; however, the committee may solicit additional donations to the leave bank if necessary.

12.7.5 A "catastrophic illness" or "injury" means an illness or injury that is expected to render the Unit Member incapable of meeting the responsibilities of his/her normal work assignment for an extended period of time, which must be at least thirty (30) work days.

12.7.6 The intent of this particular leave is to provide Unit Members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

- a. Elective Surgery
- b. Personal Necessity Leave
- c. Normal Pregnancy
- d. Substance Abuse Rehabilitation
- e. Bereavement

12.8 Family and Medical Leave Act (FMLA)

12.8.1 A child rearing leave of absence may be granted to a Unit Member for the purpose of child rearing under the following conditions, as outlined in The Family and Medical Leave Act:

12.9.2 The Family and Medical Leave Act (FMLA) of 1993 provides up to twelve (12) weeks of unpaid, job-protected leave to eligible Unit Members for certain family and medical reasons. Unit Members are eligible if they have worked for Mesa Union School District as a 1.0 FTE

(Full-time Equivalent) for one year. FMLA entitles Unit Members to paid health and welfare benefits and rights back to a similar position.

12.9.3 Leave may be granted for any of the following:

12.9.3.1 To care for Unit Member's spouse, child, or parent, who has a serious health condition;

12.9.3.2 For a serious health condition that makes the Unit Member unable to perform his or her job, except for leave taken for disability due to pregnancy, childbirth, or related medical conditions;

12.9.3.3 "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in *loco parentis* as long as the child is under eighteen years of age, or an adult dependent child. "Parent" means a biological, foster, or adoptive parent, a step-parent, a legal guardian, or another person who stood in *loco parentis* to the Unit Member when the employee was a child;

12.9.3.4A "serious health condition" must meet the criteria set forth in federal and/or state law, and includes an illness, injury, impairment, or physical or mental condition that involves:

- a. Any period of incapacity or treatment in connection with or in consequence to a hospital, hospice or residential medical care facility;
- b. Any period of incapacity requiring absence from work, school, or regularly daily activities or more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity; or more than three (3) calendar days or for prenatal care.

12.9.4 Terms of Leave:

12.9.4.1 FMLA leave shall not exceed twelve (12) workweeks during any twelve-month period. The twelve-month period shall begin with the date that any employee's first FMLA leave begins. FMLA leave shall run concurrently with the State Family Care and Medical Leave Act except for leave taken for pregnancy disability, childbirth, or related medical conditions which extend beyond six (6) weeks. If pregnancy disability extends up to four (4) months, Unit Members are entitled to twelve (12) weeks of California Family Rights Act (CFRA) leave without benefits after disability ends. Leaves for the birth or placement of child must be initiated within one (1) year of the birth or placement of the child. Such leave shall not be taken intermittently or on a reduced leave schedule. If both parents of a child work for the District, FMLA leave for the birth or placement of the child shall be limited to a total of twelve (12) weeks.

12.9.4.2 During FMLA leave, the Unit Member must use all accrued leave and any other paid or unpaid time off negotiated with the District. FMLA will run concurrently when receiving

differential or half pay. Accrued sick leave shall be used when the purpose of the leave is one for which sick leave can be taken pursuant to bargaining unit agreements and/or Board Policy. The Unit Member will be required to provide advance leave notice and medical certification as is reasonably possible. Leave may not be denied if the requirements are met.

12.9.4.3 The Unit Member must provide thirty (30) days advance notice when the leave is foreseeable.

12.9.4.4 If leave is planned for medical treatment or supervision, the Unit Member shall make a reasonable effort to schedule leave to avoid disruption of District operations.

12.9.4.5 Requests for FMLA must be accompanied by a certification from the health care provider of the person requiring care to include:

- a. The date on which the serious health condition began.
- b. The probable duration of the condition.
- c. If FMLA leave is due to a Unit Member's serious health condition, the health care provider's certification that the Unit Member is unable to perform the functions of his/her job due to the serious health condition.
- d. FMLA leave for the care of a child, spouse, or parent shall also include:
 - i. Estimate of the amount of time the health care provider believes the Unit Member needs to care for the child, parent, or spouse.
 - ii. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse.

12.9.5 Maintenance of Benefits:

12.9.5.1 During FMLA leave, the Unit Member shall continue to be entitled to participate in the District's medical, dental, and vision plans with the same District contribution that was in effect prior to the leave. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care benefits coverage shall be allowed with the Unit Member paying all costs of coverage or as may be allowed in other applicable policies.

12.9.6 Maintenance of Status:

12.9.6.1 The Unit Member shall retain his or her employee status with the District during the leave period. The leave shall not constitute a break in service for purposes of longevity or seniority. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits, the Unit Member returning from FMLA shall return with no less seniority than he or she had when leave started.

12.9.7 Reinstatement:

12.9.7.1 Leave under this Article shall terminate whenever the Unit Member returns to continuous active service.

12.9.7.2 A Unit Member who while on leave under this Article gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

12.9.7.3 If the leave was due to the Unit Member's own serious health condition, prior to returning to work the Unit Member shall provide a certification from the health care provider that he/she is able to resume the essential duties of the position.

12.9.7.4 The District will reinstate the Unit Member in the same or a comparable position when leave ends. At the expiration of the leave of absence, for twelve (12) calendar months or less, the Unit Member will return to the school with the same seniority and status rights as prior to leave.

12.9.7.5 A Unit Member who takes leave has no greater right to reinstatement than if he or she had been continuously employed. If the District reduces its work force during the leave period and the Unit Member is laid off for legitimate reasons at that time, he or she is not entitled to reinstatement.

12.9.7.6 The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any Unit Member because he/she exercises the right to FMLA or because he/she gives information or testimony related to his/her or another person's FMLA leave in an inquiry related to family leave rights.

12.9 Industrial Accident or Illness Leave

12.10.1 Unit Members will be entitled to industrial accident leave for personal injury or illness, which has qualified for Workers' Compensation under the provisions of the State Compensation Insurance Fund.

12.10.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

12.10.3 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

12.10.4 During any industrial paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or

illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary checks. Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

12.10.5 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions to the employee's normal duties.

12.11 In-Service Leave

12.11.1A Unit Member may be granted at least one (1) day per year to observe other classes, schools, or attend workshops and conferences for the express purpose of improving his/her performance in the classroom. All days taken under this leave shall have the advanced approval of the Superintendent and/or the Principal.

12.12 Judicial Leave

12.12.1 Unit Members will be provided leave for regularly called jury duty and to appear as a witness under a summons other than as a litigant, for reasons not brought about through the connivance or misconduct of the Unit Member. The Unit Member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.

12.12.2A Unit Member granted a jury duty leave under these provisions shall be granted compensation which, when added to jury duty fees, excluding expenses provided by the court, shall not exceed the employee's regular District compensation.

12.13 Pregnancy-Related Disability Leave

12.13.1 Sick leave may be used for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. The length of such disability leave, including the date on which the leave shall commence and the date on which normal duties shall be resumed, shall be determined by the Unit Member and the Unit Member's physician.

12.14 Maternity and Paternity Leave for Child bonding/Child Care

12.14.1 Pursuant to Education Codes section 44977.5, when a certificated employee takes maternity or paternity leave under the FMLA and/or CFRA, he or she may use, concurrently with the unpaid FMLA and/or CFRA leave entitlement, up to 12 workweeks of substitute

differential leave available under 12.17.3 of this Article. The 12 workweeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this Article or CFRA (Education Code section 44977.5).

12.14.2An employee shall not be provided more than one 12-week period of paid absence per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

12.14.3For purposes of this Article, “maternity or paternity leave” means child bonding or child care leave taken within the first 12 months following the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, as provided in the Education Code and the CFRA.

12.14.4Leave taken under this section shall be in addition to leave taken due to disability caused by pregnancy, childbirth or related medical conditions.

12.14.5Leave under this section shall include any leave taken under 12.9.4.1 of this Article for the adoption of a child.

12.15 Personal Necessity Leave

12.15.1Leave, which is credited under ~~12.14~~15 of this article, may be used at the Unit Member’s election for the purposes of personal necessity provided that the use of such personal necessity leave does not exceed seven (7) days in any school year.

12.15.2 Acceptable reasons for the use of personal necessity leave include:

12.15.2.1Death of a member of the Unit Member’s immediate family when the number of days of absence exceeds the limits set by permissible bereavement leave;

12.15.2.2An accident involving a Unit Member’s person or property or the person or property of the member of the Unit Member’s immediate family when the circumstances mandate the absence of employee during the workday;

12.15.2.3A serious illness of a member of the Unit Member’s immediate family when other leaves of absence have been exhausted;

12.15.2.4As a family sick day, which is defined as the temporary illness of an immediate family member;

12.15.2.5A Unit Member’s appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order;

12.15.2.6 Fire, flood, or other immediate danger to the home of the Unit Member;

12.15.2.7 Personal business of a serious nature which the Unit Member cannot disregard.

12.15.3 Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. No personal necessity leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether to grant a personal necessity leave.

12.15.4 Unit Members will notify the administration (Principal or Superintendent) regarding the need of said personal necessity leave when the need arises.

12.15.5 Whenever possible, a request for a substitute will be made in writing 48 hours in advance of the absence in order to secure a qualified substitute.

12.15.6 Personal Absence Leave: A Regular Unit Employee entitled to personal illness leave may use a maximum of three (3) days per year of such sick leave for personal use for which no alternative other than absence is available to the Unit Member. The particular date(s) on which such leave may be taken is subject to advance approval by the appropriate administrator. If no substitute is available, administration may reject request.

12.16 Leave of Absence

12.16.1 Any Unit Member may request a personal unpaid leave of absence for reasons including, but not limited to, study, family hardship, or extended health rehabilitation. Any Unit Member seeking such approved leave of absence shall submit a request including the reasons and any supporting information related thereto and the duration of the length of the requested leave. Personal unpaid leave of absences shall be for the balance of the school semester, balance of the school year, or a school year. The Unit Member shall submit the request described to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial.

12.16.2 A Unit Member shall not accept gainful employment while on such leave of absence from the District unless the employment is secondary to the primary purpose of the leave. The Unit Member shall also maintain during the leave and upon return to active duty the authorized credential utilized at the time the leave was granted.

12.17 Sick Leave

12.17.1 Effective 2022-2023 Full-time Unit Members shall be entitled to (10) ten days leave with full pay for each school year and such additional days as the unit member may have accumulated. Unit Members covered by this agreement working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

Attendance Reward Incentive Program: Full-time Unit Members, who in a school year use three (3) days or less of sick leave, family illness leave and/or personal necessity leave, shall be credited with an additional one (1) additional day of sick leave at the start of the ensuing school year. Part-time unit members who qualify shall be credited with a pro-rata share

12.17.1.1 Notification as to the number of days of accumulated sick leave, including current entitlement, shall be provided annually to each unit member no later than the end of the first full month of employment. This notification shall include those days accumulated under the Attendance Reward Incentive Program.

12.17.2 Unit members may use sick leave for absences due to: (1) Temporary inability to perform assigned duties because of personal illness, accident, or quarantine, whether or not the cause of the absence arises out of and in the course of employment (Education Code section 44964); (2) Pregnancy, childbirth, and other related medical conditions (Education Code sections 44965, 44978); (3) Personal necessity (Education Code section 44981); (4) Medical and dental appointments, in increments of no less than one-half day; (5) Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code section 44984); and (6) Illness of the employee's child, parent, spouse, domestic partner, or domestic partner's child for up to the amount of sick leave that would be accrued by the employee during six months at his/her then current rate entitlement (Labor Code 233). The Superintendent or designee may require an employee to submit verification of the need for absence from the employee's physician or other health care provider.

12.17.3 Any unused sick leave credit may be used by the Unit Member for sick leave purposes without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a Unit Member who continues to be absent for purposes of this leave provision shall provide the District with a statement from a qualified physician that indicates the need for such a leave. In such cases, the Unit Member shall, for an additional period up to five school months, beginning consecutive to the exhaustion of accumulated sick leave, receive 75% of his/her regular salary. This provision is intended to be a negotiated alternative to Education Code section 44977, subdivision (a) only. In order to qualify for differential pay, a Unit Member shall first utilize current sick leave credit and accumulated sick leave credit.

12.17.3.1 A Unit Member shall not be provided more than one period of up to five-months of differential pay per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

12.17.3.2 In the event a Unit Member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to illness or accident for a period beyond the five-month period, and the Unit Member is not medically able to resume his/her position, the Unit Member shall be placed on a reemployment list.

12.17.3.3 If the Unit Member is on probationary status, he/she shall be on the reemployment list for a period not to exceed 24 months. If the Unit Member has permanent status, he/she shall be on the reemployment list for a period not to exceed 39 months.

12.17.3.4 If, during the 24 or 39 month period, the Unit Member is medically able, based on physician authorization, the Unit Member shall be returned to employment in a vacant position for which he/she is credentialed and qualified. In the absence of a vacancy, the Unit Member may be placed in the substitute pool. The Unit Member will be compensated at his/her per diem rate of pay.

12.17.3.5 If the Unit Member is medically unable to return after the 24 or 39 month period, he/she shall be deemed to have resigned.

12.17.4 If a Unit Member does not utilize the full amount of leave as authorized in 12.17.1 above in any one school year, the amount not utilized shall be accumulative from year to year.

12.17.5 On return to service, the Unit Member shall complete a District form indicating the reason for the absence. If the absence is due to a quarantine or injury, the reason shall be stated. Upon request by District management, a Unit Member shall be required to present a satisfactory medical doctor's certificate indicating an ability to return to his/her position classification without restrictions to the employee's normal duties.

12.17.6 A Unit Member shall make every effort to contact his/her immediate supervisor as soon as the need to be absent is known to permit the employer time to secure a suitable substitute. Lack of notice may be grounds for denial or leave without pay or other disciplinary action.

12.17.7 Unit Members absent less than a full day shall be charged a minimum of one-half day absence.

12.17.8 Unit Members on sick leave shall notify the District two (2) hours prior to the close of school of their intent to return the following workday. A Unit Member on such leave may return to work without prior notice; however, if a substitute has been employed, the Unit Member shall have deducted from their compensation the compensation paid to the substitute.

12.17.9 Each Unit Member shall be notified of his/her accumulative leave by no later than November 1 of each school year.

12.18 Sabbatical Leave

12.18.1 Upon completion of seven consecutive school years of service, a Unit Member will become eligible to apply for a sabbatical leave for a period not to exceed one year.

12.18.2 Applicants for sabbatical leave must submit their requests through the Superintendent/Principal not later than February 1 of the school year preceding the school year

in which the leave is requested. Under extenuating circumstances, and upon review by the Superintendent, the Board of Trustees will consider requests filed after February 1st. Requests shall include a detailed statement of the proposed study program or travel itinerary and the anticipated benefits, which shall accrue to the District.

12.18.3 Unit Member compensation when on sabbatical shall be the difference between the Unit Member's salary which normally would have been received during the year they are on leave and the salary of the replacement who holds the position during the Unit Member's absence provided, however, that this difference is not more than one-half of the salary the Unit Member would have received during the period of leave if he/she had continued in service. The Board shall, if possible use as a replacement for the Unit Member on sabbatical leave a certificated person on the lowest step of the salary schedule, provided such replacement holds a certificate at least equivalent to that of the Unit Member on leave.

12.18.4 Unit Members on sabbatical leave shall be paid in the same manner as if the Unit Member were in service to the District.

12.18.5 Unit Members on sabbatical leave shall be permitted to participate in fringe benefits programs at their own expense.

12.18.6 Unit Members granted sabbatical leave shall agree to return to the service of the District and to render at least two years of service following return from said leave. The terms and conditions of the leave shall be in writing and shall include an indemnification bond for failure of successful completion.

12.18.7 Unless otherwise agreed, a Unit Member returning from sabbatical leave shall be reinstated in a position as similar as practicable to the position held immediately prior to the sabbatical. It shall be the obligation of the Unit Member to notify the District no later than May 1 that it is his/her intention to return the ensuing school year.

12.18.8 The Board reserves the right to limit the number of sabbatical leaves granted.

ARTICLE XIII: CLASS SIZE

13.1 The District and MUTA recognize that pursuant to Education Code section 42238.02, and as a condition for receiving additional funding for Transitional Kindergarten ("TK") through 3rd grade Grade Span Adjustment under the Local Control Funding Formula ("LCFF"), the District must make progress (as defined in Education Code 42238.02) toward maintaining, at each school site, an average class size enrollment in grades TK-3 of not more than 24 pupils upon full implementation of LCFF (currently set for 2020). The District and MUTA intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education. The District and MUTA recognize that as part of the

implementation of Grade Span Adjustment in TK through grade 3, the parties must negotiate District-specific annual class size enrollment language for each District school site.

13.1.1 The District and MUTA agree that effective the 2014-2015 school year, and until either otherwise negotiated or applicable statutes/regulations are amended to not require class size maximums, the District shall implement an alternative annual average class size enrollment for grades TK-3 at each school site within the meaning of Education Code section 422308.02(d)(3)(B). The District shall endeavor to maintain maximum class size no greater than 26:1 in grades TK-3.

13.1.2 If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for TK-3 Grade Span Adjustment, or for any individual grade within the Grade Span Adjustment, or if the District determines it will not receive sufficient funding for TK-3 Grade Span Adjustment, the parties agree to immediately meet and negotiate to implement a mutually agreed resolution.

13.2

The District will provide a full day paraprofessional to each self-contained transitional kindergarten class when enrollment is above 16. The District will have discretion in assigning instructional aide time to support student learning throughout the District. The District will collaborate with the school leadership team and will consider the following priorities when making paraprofessional assignments:

- Number of assessments administered
- Class size
- Combination classes
- State test scores
- Number of students who are English language learners, Socioeconomic disadvantage, 504 students and students with disabilities.

13.3 District students enrolled during the school year will be assigned equally.

13.4 No inter-district transfers will be accepted after concurred-upon levels are reached, unless both the Teacher and administrator agree to the acceptance and the additional student does not place the District in a penalty situation.

13.5 By June 1, grade level Teachers shall consult with the Superintendent and/or designee when the class rosters are being developed for the new school year.

13.6. Tentative class rosters will be made available to Teachers no later than the first fall Teacher in-service day.

ARTICLE XIV: TEACHING ASSIGNMENTS

14.1 A vacancy is a position for which no Teacher is currently assigned, including leaves. Vacancies may be created by restructuring or reconfiguration, layoff, resignation, or growth. The final determination of whether a vacancy exists is that of the District.

14.2 Procedures

14.2.1 Vacancies shall be posted for no fewer than seven (7) workdays in the staff work room and placed in Teachers' mailboxes to allow for Unit Member knowledge of potential openings for assignment.

14.2.2 Vacancy postings shall contain a job description, qualifications and credentials and other information pertinent to 14.2.4.

14.2.3 Unit Members who already have applications on file will be considered for vacancies or reassignments. Others wanting intercession, leave, or summer notification of vacancies shall provide a stamped, self-addressed envelope and/or a current e-mail address.

14.2.4 By April 1st, Teachers may indicate a preference for classes to be taught for the coming school year on a District form. Those indicating a preference will be considered for vacancies prior to assignment on the basis of experience, seniority, credential, performance, special skills and abilities, and potential fit within the grade level, combination class, primary, upper elementary, or Junior High level.

14.2.5 When there are multiple applicants for a position, the Principal/Designee shall convene a committee composed of an equal number of District and Association appointees to review the qualifications and make a recommendation.

14.2.6 The committee shall review qualifications, conduct interviews, and make a recommendation to the Superintendent.

14.2.7 The Association shall appoint Teacher participants on the committee.

14.2.8 The final decision on assignment/reassignment is reserved to the Superintendent. The Superintendent shall take into consideration the contents referenced in 14.2.4.

14.2.8.1 The cycle of openings and teacher reassignments shall be on-going until all positions are satisfactorily filled, or two weeks prior to the start of the new school year. Exceptions and/or a streamlined process may be mutually determined between the Association and Administration if it is in the best interest of students.

14.2.9 The Teacher shall have a right to request and receive written reasons when a change of assignment is made or a preference for assignment denied.

14.2.10 No Teacher shall be assigned outside of the scope of his or her teaching credential unless she/he volunteers for such assignment and demonstrates special training or experience, which qualifies him or her for the assignment.

14.2.11 Notification by the District will be given to any Teacher involuntarily reassigned during the summer within seven (7) working days of such decision.

14.2.12 A Unit Member involuntarily reassigned during the school year shall be provided, if requested, a substitute for two (2) days and assistance in moving classroom materials.

14.2.13 Unit Members involuntarily reassigned less than two weeks prior to the first day of required duty shall be compensated two days at the Unit Member's per diem rate.

14.2.14 For each district-imposed classroom relocation day, the Teacher shall be compensated at current hourly rate, not to exceed six hours.

ARTICLE XV:

SAFETY

- 15.1 The Board shall maintain a safe and sanitary environment for the Unit Members.
- 15.2 All Unit Members will report to the Superintendent or designee any practices, conditions or specific occurrences which pose a threat to the health or safety of any person associated with the District.
- 15.3 The District-established procedures regarding student conduct affecting the safety of the Unit Members shall be provided by October 15th of each year.

ARTICLE XVI:

SALARY

16.1 Movement and salary adjustment shall be granted to Unit Members eligible for step or column movement as described in the "Salary Schedule Guidelines." (Appendix)

16.2 The District shall request input from the Association for the use of lottery funds.

16.3 Anniversary increments previously paid in addition to salary shall be added into the 2013-2014 certificated salary schedule as Steps 15, 19, and 25, respectively, and shall otherwise be eliminated as a separate payment in addition to salary. MUTA members who are active employees as of the date of the parties' agreement shall have their placement on the 2013-2014 certificated salary schedule adjusted, effective retroactive to July 1, 2013, to reflect years of service credited upon hire, plus one year for each full year of service.

16.4

The certificated salary schedule for 2022-2023 shall increase by 9.75% retroactive to July 1, 2022.

16.4.1 The certificated hourly rate shall increase by the same rate as the salary schedule on a yearly basis.

16.5 The stipend schedule shall be added to the Collective Bargaining Agreement.

16.5.1 The person responsible for the caretaking of District livestock shall receive an annual stipend of \$2,000.00

16.5.2 Unit members in grade TK-5 that are contracted to teach a combination grade-level class (see Article III for definition) shall be compensated by \$600 per trimester beginning with the 2020-2021 school year.

16.6 All non-management, non-supervisory, non-confidential, regular school year, probationary and permanent full-time and part-time certificated employees and such regular temporary employees (excluding hourly assignments) who are continuously employed under contract for a regular school year contracted during the 2020-2021 school year receive a one-time payment of \$2000 for distance learning and hybrid learning implementation.

The bargaining unit and district shall enter into a one-year MOU agreement for the 2021-2022 school year adding 1.0(one) mandatory professional learning day to be paid at the members currently daily rate.

ARTICLE XVII: EMPLOYEE BENEFITS

17.1 The District shall provide negotiated medical, dental, and vision insurance benefits as specified within the master insurance contracts.

17.2 Effective July 1, 2004, the District agrees to modify the mechanism for establishing the District contribution for health benefits for every eligible full-time employee toward premium payments for health care plans. Previously the District used a monthly fixed dollar amount. With this agreement the cap will be increased fifty percent (50%) of the increased costs for the 80% plan (or its agreed upon equivalent). At the end of 2004-05 and subsequent years, amount of the cap would be increased by the same process. Health care plans will be selected by the Ventura County School Business Services Authority (VCSBSA) subject to an approval process by Mesa stakeholders (one [1] vote per one [1] eligible employee). The selection will be approved by a majority vote. Should MUTA or the District choose not to participate in the plans offered under the contracts of the VCSBSA, notice shall be provided to VCSBSA no later than June 19 of the current school year, and the parties will be required to meet and negotiate for replacement plans.

17.3 Eligibility

17.3.1 Full-time Employees

A full-time employee shall have the District contribution paid in full.

17.3.2 Part-time Employees

Part-time employees (working 50% or more per week) on a regular contract shall have the District contribution paid in proportion to the time taught as it bears to a full-time teaching position.

17.3.3 Employees on Approved Unpaid Leave of Absence

Employees on District-approved unpaid leaves of absence may elect to continue coverage for themselves (and dependents) by remitting the premium payment required for coverage to the District office by the first day of the month preceding coverage.

17.3.4 Retired Employees

All current employees will receive benefits as stated per employment date and eligibility. All new employees hired after January 1, 1999 will cease to receive benefits upon retirement. (Medicare benefits apply per eligibility.)

Eligible Teachers are those who have fully retired under the provisions of the State Teachers' Retirement System, served the District full-time for fifteen (15) consecutive years and are between the ages of 55 and 65 years of age. This contribution shall cease as of the first day of the month following the employee reaching 65 years of age. An approved District leave of absence shall constitute a year of service for the purpose of eligibility. These stated benefits shall apply only to employees hired prior to August 1, 1985:

full benefits	Prior to August 1, 1985
\$1,500 toward benefits	After August 1, 1985
\$1,000 toward benefits	After September 1, 1996
no benefits	After January 1, 1999

ARTICLE XVIII: CONCERTED ACTIVITIES

18.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

18.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

18.3 It is agreed and understood that any employee violating this Article may be subject to discipline.

18.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement.

ARTICLE XIX: EFFECT OF AGREEMENT

19.1 Complete Understanding

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiation, except for article 7.4 and/or as described in Article 1.2, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered by this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated and executed this agreement and even though such subjects or matters were proposed and later withdrawn.

19.2 Agreement – Supersede

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

19.3 Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

19.4 Statutory Amendments

Improvements in Teacher benefits brought about by the amendment or addition of statutory mandated guarantees now provided in California law shall be incorporated into this Agreement.

ARTICLE XX: SCHOOL CALENDAR

20.1 The District will consult with the Association regarding the school calendar, and the Board will approve a mutually agreeable calendar at the regular May Board of Trustees meeting.

20.2 The school year will consist of 188 days, of which 5 will be for professional learning/development and 3 will be work days.

20.3 The school year will consist of 189 days, of which 5 will be professional learning days, 3 will be work days and 1 will be for new employee orientation.

ARTICLE XXI:

PERSONNEL FILES

21.1 The District shall not base any adverse action against a Teacher upon materials which are not contained in such Teacher's personnel file. Moreover, the District shall not base any adverse action against a Teacher upon materials which are contained in such Teacher's personnel file unless the materials had been placed in the file within a reasonable time of the incident giving rise to such materials and the Teacher had been notified that such materials were being placed in the file.

21.2 Unless otherwise agreed to by the involved Teacher, a Teacher's personnel file shall not include ratings, reports, or records which were obtained prior to the employment of the Teacher.

21.3 Any written formal complaint by a non-staff member about a Teacher shall be reported immediately to the Teacher by the Superintendent or designee. All valid written complaints and the Teacher's response shall be placed in the Teacher's personnel file.

21.3.1 The person or persons who draft and/or place material in a Teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

21.3.2 Unit Members shall be notified of any materials being placed in the personnel file at the time of placement and shall have an opportunity during the school day to initial, date, and prepare a written response to such material. Any response will be attached to the material.

21.4 Unit Members may examine their file during the school day when they do not have direct responsibility for students and shall have the right to give written authorization to a representative of the Association for such inspection.

21.5 Upon written authorization or accompanied by the Teacher, a representative of the Association shall be permitted to examine such Teacher's personnel file.

Article XXII: Educator Development and Support Program

22.1 Philosophy

The Mesa Union School District Teachers' Association and the Mesa Union School District are continuously striving to provide the highest possible quality of education. 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 referred to or who volunteer for 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.

22.1.1 The Mesa Union School District and the Mesa Union Teachers' Association agree:

22.1.1.1 For students to succeed in learning, every teacher must succeed in teaching.

22.1.1.2 All teachers should focus on continuous improvement in their professional practice.

22.1.1.3 Administrators should focus on the continuous improvement of a teacher's professional practice, especially as it pertains to the vision and implementation of the District's Educator Development and Support Program.

22.1.1.4 Teachers should be provided with ongoing support, which ensures continuing standards of professionalism.

22.1.1.5 Teachers new to the profession and new to the District need support and assistance.

22.1.1.6 The Educator Development and Support Program exists in order to improve teaching and learning in the Mesa Union School District. The Program will work in coordination with the Induction Program. A Consulting Teacher may serve as a support provider for the Induction Program.

22.2 The Mesa Educator Development and Support Program:

22.2.1 The Mesa Educator Development and Support Program will be coordinated by the Educator Development and Support Program Panel.

22.2.2 The Mesa Union School District offers a support program for its non- permanent teachers and those who receive an "unsatisfactory" evaluation:

Teachers will participate in the Educator Development and Support Program according to the following guidelines:

- Teachers participating in the Induction Program or Non- permanent teachers who have completed Induction (New Teacher)

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- Those who receive an “unsatisfactory” evaluation (Referred Teacher)
- A permanent teacher who requests additional assistance in a self-selected area of growth related to the California Standards of the Teaching Profession in subject matter knowledge, teaching strategies, teaching methods, and/or instruction may volunteer to participate depending on funding, space availability, and individual need (Volunteer Teacher)

22.3 Other Provisions

22.3.1 Functions performed by Consulting Teachers shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).

22.3.2 Teachers who provide assistance and review or serve on the Educator Development and Support Program Panel shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the Government Code. MUSD shall hold these teachers and administrators harmless for actions occurring within the scope of their responsibility for participation in Educator Development and Support Program. The decisions of the Consulting Teacher or the Educator Development and Support Program Panel require the exercise of discretion and judgment and are therefore intended to be discretionary and not ministerial.

22.3.3 All work documents, reports, and other materials developed by the Consulting Teacher and the Mesa Educator Development and Support Program Panel are to be shared with the Referred Teacher in a timely manner. 21.3.2.

22.3.4 The District retains the right to use all documentation in the personnel file in personnel decisions and any personnel proceeding regarding the teacher.

22.4 Definitions for Purposes of this Document:

22.4.1 Teacher: A teacher who is covered by the certificated evaluation guidelines.

22.4.2 Consulting Teacher: An exemplary teacher who is selected by the Educator Development and Support Program Panel to assist a New Teacher, Referred Teacher, or Volunteer Teacher.

22.4.3 Participating Teacher: A teacher who participates in the Educator Development and Support Program as New Teacher, Referred Teacher, or Volunteer Teacher.

22.4.4 New Teacher: A teacher with probationary or temporary status that has not completed the Educator Development and Support Program. A New Teacher may fall into one of two categories as defined herein:

22.4.4.1

22.4.4.2 A New Teacher may be a teacher with no teaching experience prior to employment with MUSD. This category of New Teacher will receive assistance from a Consulting Teacher.

22.4.5 Referred Teacher: A teacher with permanent status who has been referred to the Educator Development and Support Program for mandatory assistance due to an unsatisfactory evaluation.

22.4.6 Volunteer Teacher: A permanent teacher who requests peer assistance in a self-elected area of growth related to the California Standards of the Teaching Profession in subject matter knowledge, teaching strategies, teaching methods, and/or instruction.

22.4.7 **Mesa Educator Development and Support Program Panel**

22.4.7.1 Composition: The Educator Development and Support Program Panel will consist of two (2) teachers selected by MUTA and one (1) administrator selected by the District.

22.4.7.2 Functions:

22.4.7.2.1 Establish rules and procedures for implementing and maintaining the Educator Development and Support Program in compliance with this Agreement;

22.4.7.2.2 Selection of Consulting Teacher as necessary;

22.4.7.2.3 Review of reports that state only date, times, topics, and brief description of support/mentoring prepared by the Consulting Teacher;

22.4.7.2.6 Decide how Educator Development and Support Program funding will be spent with the approval of the Board of Trustees; and

22.4.7.2.7 Review for approval professional development request made by the Consulting Teacher.

22.4.7.3 Logistics:

22.4.7.3.1 The Educator Development and Support Program Panel will meet quarterly or by panel decision. The meetings may take place during the regular workday, in which event, teachers who are members of the Educator Development and Support Program Panel, will be released from their regular duties without loss of pay. If, in carrying out their responsibilities as members of the joint panel, teachers find it necessary to work beyond their regular workday, they shall be compensated at the current hourly rate of pay.

22.4.7.3.2 Each Educator Development and Support Program Panel member will serve for two (2) years.

22.4.7.3.3 The chair for the first year will be one of the teacher members, the second year the administrator, thereafter the chair will alternate between a teacher and an administrator.

22.5 Selection of Consulting Teacher:

22.5.1 The selection of a Consulting Teacher will be based on the number of New Teachers, Referred Teachers, and Volunteer Teachers.

22.5.2 Consulting Teacher for New Teacher with no teaching experience may provide services to only one New Teacher during the school year.

22.5.3 Consulting Teacher for New Teacher with teaching experience may provide services to more than one New Teacher during the school year.

22.5.4 The Educator Development and Support Program Panel will select the “best fit” for the teacher needing assistance.

22.6 Budget:

22.6.1 The Educator Development and Support Program Panel will develop the annual budget for the Educator Development and Support Program in light of needs and resources within the yearly budgetary considerations.

22.6.2 The Educator Development and Support Program Panel will annually evaluate the impact of the Educator Development and Support Program in order to improve the program.

22.6.3 The Educator Development and Support Program Panel will submit the evaluation and recommendations for improvements of the Educator Development and Support Program to the Governing Board and the Mesa Union Teachers’ Association.

22.6.4 Consulting Teacher will receive a stipend as follows:

22.6.4.1 \$2500 annually for a Consulting Teacher of a New Teacher participating in the District’s Induction Program. This position will be held for a maximum of two years.

22.6.4.2 \$2,500 annually for a Consulting Teacher of a Referred Teacher. This position will be held for a maximum of two years.

22.6.4.4 Appropriate release for classroom observations will be given to the Consulting Teacher as required to review and assist the Participating Teacher.

22.7 Other:

22.7.1 All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Educator Development and Support Program Panel members and the Consulting Teacher may disclose such information only as necessary to administer this article.

22.8 Consulting Teacher:

22.8.1 The Consulting Teacher must meet three (3) minimum qualifications:

22.8.1.1 Must be a credentialed, permanent teacher;

22.8.1.2 Must have substantial recent experience in classroom instruction at Mesa (with a minimum of 5 years), and

22.8.1.3 Must possess exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and a range of teaching strategies necessary to meet the needs of pupils in different contexts.

22.8.2 Those who are selected by the Educator Development and Support Program Panel as Consulting Teachers of New Teachers shall:

22.8.2.1 Conduct an introductory visit with the New Teacher during which the Consulting Teacher will introduce himself/herself, explain the Educator Development and Support Program and schedule an initial observation;

Provide assistance to the New Teacher to arrange classroom materials, review curriculum, suggest and discuss teaching and classroom management techniques, explain record keeping requirements, assist in planning for instruction, make contact with the principal administrator.

Orient New Teacher to District wide goals, the appropriate course of study, relevant curriculum materials, school procedures, and contractual policies in the classroom;

22.8.2.3 Conduct an initial observation of the New Teacher and meet with the New Teacher to discuss the observation and establish assist in developing performance goals;

22.8.2.4 Present the Educator Development and Support Program Performance Goals and Support Plan to the New Teacher and principal administrator. The plan shall include observations and meetings including the schedule of meetings between the Consulting Teacher and the New Teacher. The Consulting Teacher will only present dates, times and topics, and brief description of support/mentoring provided.

22.8.2.5 In accordance with the timelines established by district policy the Consulting Teacher and the principal administrator will conduct a professional planning conference with the New Consulting Teacher to discuss expectations. The Educator Development and Support Program Performance Goals and Support Plan developed by the Consulting Teacher will be incorporated into the professional goals developed by the New Teacher.

22.8.2.6 The principal administrator and the Consulting Teacher will have ongoing communication and function in a collaborative and cooperative relationship to support the New Teacher and will only address dates, times, and topics, and brief description of support/mentoring provided.

22.8.2.7 Prior to January 31*, the Consulting Teacher the administrator will schedule a meeting with the New Teacher and Consulting Teacher and principal administrator. At that time the administrator will review progress towards the goals set forth in the Educator Development and Support Program Performance Goals and Support Plan.

22.8.2.8 Prior to April 30th, the Consulting Teacher will prepare and submit the Final Report of the Educator Development and Support Program Participation to the New Teacher, principal administrator and the Educator Development and Support Program Panel. The Final Report will include a recommendation that the New Teacher exit or remain in the Educator Development and Support Program. The final report shall be a list of dates, times, and topics, and brief description of support/mentoring provided.

22.8.2.9 The Consulting Teacher will continue providing support and attending scheduled meetings through the end of the academic school year.

22.8.2.10 Expectations of Consulting Teachers:

i. Observations: Arrange for times (equal to a full instructional day) to observe the Participating Teacher instructing students. For New Teachers these observations should take place by January 31. ;

ii. Class Visitations: Arrange for Participating Teacher to observe exemplary classes (1-2 visits);

iii. Communication with Participating Teacher (2 times per month);

iv. Communication with administrator)quarterly about dates, times, topics, and brief description of support/mentoring provided;

v. As deemed appropriate and/or necessary Consulting Teacher will submit a request to the Educator Development and Support Panel for professional development opportunities for New Teacher

22.9 New Teacher

22.9.1 Communication between the New Teacher and Consulting Teacher cannot be used in the evaluation process as the basis for continuing mandatory participation in the Educator Development and Support program.

22.9.2 New Teacher will adhere to the requirements outlined in Article VIII of the Agreement regarding non-tenured teachers.

22.9.3 New Teacher will be monitored under Article VIII, Evaluations, in the Agreement.

22.9.4 All written material is confidential and the property of the New Teacher.

22.10 Referred Teacher

22.10.1 A teacher with permanent status who has been referred by the Principal to receive assistance because the Referred Teacher's most recent final performance evaluation was unsatisfactory overall in regard to subject matter knowledge, teaching strategies, teaching methods and/or instruction as related to the California Standards for the Teaching Profession (CSTP) domains.

22.10.2 Areas of need that do not constitute subject matter knowledge of classroom or teaching strategies, teaching methods and/or instruction as related to the California Standards for the Teacher Profession (CSTP) domains shall not qualify a teacher to be referred to the Educator Development and Support Program. For example, such areas include habitual tardiness or excessive absences.

22.10.3 Initially, the Consulting Teacher shall conduct an introductory visit with the Referred Teacher during which the Consulting Teacher will introduce himself/herself, explain the Educator Development and Support Program and schedule an initial observation. The Consulting Teacher will also make contact with the principal.

22.10.4 The Consulting Teacher will conduct an observation of the Referred Teacher and meet with the Referred Teacher to discuss the observation and establish performance goals.

22.10.5 The Referred Teacher may video himself/herself teaching a lesson for self analysis and discussion purposes during conferences with the Consulting Teacher.

22.10.6 Written Assistance Plan

22.10.6.1 A Written Assistance Plan will be jointly developed by the principal and the Consulting Teacher.

22.10.6.2 The Written Assistance Plan must include goals and objectives aligned with pupil learning goals and the California Standards for the Teaching Profession.

22.10.7 The Consulting Teacher, the principal, and the Referred Teacher will cooperate in implementing the Written Assistance Plan.

22.10.8 Prior to January 31*, the Consulting Teacher will schedule a meeting with the Referred Teacher and principal to review progress towards the goals set forth in the Educator Development and Support Program Performance Goals and Support Plan.

22.10.9 Prior to April 30th, the Consulting Teacher will prepare and submit the Final Report of the Educator Development and Support Program Participation to the Referred Teacher, principal and the Educator Development and Support Program Panel. The Final Report will include a recommendation that the Referred Teacher exit or remain in the Educator Development and Support Program.

22.10.10 The Consulting Teacher will continue providing support and attending scheduled meetings through the end of the academic school year.

22.10.11 **Expectations:**

- i. Observations: 1 full instructional day (1-2 lessons);
- ii. Class Visitations: Arrange for Referred Teacher to observe exemplary classes (1-2 visits);
- iii. Communication with Referred Teacher (2 times per month);
- iv. Communication with principal (monthly);
- v. As deemed appropriate and/or necessary Consulting Teacher will submit a request to the Educator Development and Support Panel for professional development opportunities for Referred Teacher.

22.11 **Volunteer Teacher**

22.11.1 Tenured teachers may also request to receive peer assistance upon a District initiated change of teaching assignment, e.g., change in grade level and/or subject matter.

22.11.2 To initiate voluntary participation, the Volunteer Teacher must send written request to the Mesa Union Educator Development and Support Program Panel.

22.11.3 Communication between the Volunteer Teacher and Consulting Teacher cannot be used in the evaluation process or as the basis for mandatory participation in the Educator Development and Support Program.

22.11.4 All written material is confidential and the property of the Volunteer Teacher.

22.11.5 The purpose of participation in the Educator Development and Support Program for the Volunteer Teacher is for peer assistance only, and the Consulting Teacher shall not participate in a performance review of the Volunteer Teacher. The Volunteer Teacher may terminate his/her participation in the Educator Development and Support Program at any time.

22.11.6 The Consulting Teacher will conduct an observation of the Volunteer Teacher and meet with the Volunteer Teacher to discuss the observation and establish performance goals.

22.11.7 The Consulting Teacher and the Volunteer Teacher will mutually develop the Educator Development and Support Program Performance Goals and Support Plan for the Volunteer Teacher. The plan shall include regularly scheduled observations and meetings between the Consulting Teacher and Volunteer Teacher.

22.11.8 Throughout the support period, the Consulting Teacher will meet with the Volunteer Teacher to review the progress towards the goals established for the academic school year.

22.11.9 At the conclusion of the academic school year, the Consulting Teacher and Volunteer Teacher will jointly prepare the Final Report of the Educator Development and Support Program participation.

22.11.10 The Consulting Teacher will submit the Final Report to the Educator Development and Support Program Panel.

22.11.11 Expectations:

- i. Observations: 1 full instructional day(1-2 lessons);
- ii. Class Visitations: Arrange for Volunteer Teacher to observe exemplary classes (1-2 visits);
- iii. Communication with Volunteer Teacher (2 times per month);
- iv. Communication with principal (monthly);
- v. As deemed appropriate and/or necessary the Consulting Teacher will submit a request to the Educator Development and Support Panel for professional development opportunities for the Volunteer Teacher.

SALARY SCHEDULE GUIDELINES (APPENDIX)

Section 1 Placement on Schedule

Each school year the employee shall be placed on the appropriate step in accordance with District-approved teaching experience. An employee who served on a full-time contract for 75% of the school year in the District shall receive credit for that year's experience for salary schedule advance purposes. New employees shall have a review made of prior years' experience. The District may grant credit for prior experience based on job qualifications. In no instance shall prior years' credit exceed five (5) years. Initial step placement shall not be higher than Step 6.

Section 2 Acceptable Units

Course work related to District needs and employee's present or proposed assignment will be given consideration. General guidelines for acceptable units include, but are not limited to, the following:

- A. All units and degrees from institutions accredited by the American Association of Schools and Colleges or regional affiliates.
- B. Graduate or upper division units in professional educational courses taken after the date of the granting of the Bachelor Degree.

- C. Graduate or upper division units for courses in the employee's major or minor as designated by the credential of service.
- D. Advanced degrees in professional education, a teaching major or minor subject field, or an area directly related to employee's assignment(s).
- E. Possible exceptions for salary schedule placement or advancement include, but are not limited to, lower division units, which shall have prior written approval of the Superintendent.
- F. Credit shall not be granted until an official transcript or verification has been received by the District. In all cases, the transcript shall be received prior to December 1st of the school year in which credit is desired.
- G. To receive credit for next year's salary placement, the work must be completed prior to September 1st.
- H. A grade of "C" or better (or "pass" where institution provides a pass/fail grading system) shall be required for acceptance of units.
- I. The Master's Degree shall be directly related to the employee's assignment.
- J. The units listed on the employee's application form shall, when verified, be the maximum number of units that shall govern first year column placement.
- K. Units shall mean semester units. A quarter unit is equated as 2/3 of a semester unit.

Section 3: Incorrect Salary Placement

Errors in current salary schedule placement shall only be corrected during the fiscal year in which they are discovered. Such corrections shall only apply to that fiscal year.