

COLLECTIVE BARGAINING AGREEMENT

Between The

MARICOPA UNIFIED SCHOOL DISTRICT

And The

MARICOPA FACULTY ASSOCIATION/CTA/NEA



JULY 1, 2020– June 30, 2023

(September 2022)

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**ARTICLE I
AGREEMENT**

A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Maricopa Unified School District ("District") and the Maricopa Faculty Association/CTA/NEA, an employee organization ("Association").

B. This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code ("Act").

**ARTICLE II
RECOGNITION**

The District recognizes the Association as the Exclusive Representative of all certificated employees of the District excluding management, confidential and supervisory employees, nurse, counselor, as defined in the Act for the purposes of meeting and negotiating.

ARTICLE III SALARY

A. For the 2022-2023 school year, the 2020-2021 Certificated Salary Schedule shall be increased by eight percent (8%). Retroactive to July 1, 2022.

1. For the 2022-2023 school year only, unit members shall receive a four percent (4%) off-schedule salary bonus based on the 2022-2023 salary schedule. The salary bonus will be paid on or before December 15, 2022 and will be paid only to those unit members who are employed by the District on the date the bonus is paid. Unit members who leave the District before the bonus is paid, or are hired by the District after the bonus is paid are not eligible for the bonus.

2. For the 2021-2022 school year, The WASC committee chair position will be added to the 2020-2021 Extra Duty Pay Schedule at \$1550.00 per semester.

3. Remove \$39,000 PIP/STP salary. All teachers are paid on salary schedule. PIP/STP teachers remain on step 1/column 1. Intern Teachers remain on step 1/column 1, service recognized at first year of preliminary credential.

B. New employees shall be placed on the appropriate cell of the salary schedule effective for the subject year in accordance with the degrees and advanced preparation they have completed. Advancement to a higher salary classification shall become effective only after salary regulations and requirements have been met. Transcripts must be filed with the District by October 1 of the applicable school year for salary advancement credit.

C. Employees shall be given up to eight years of initial placement credit on the salary schedule for previous teaching experience, military service or service with the Peace Corps. Teaching experience, for salary schedule placement purposes, shall include all experience in positions requiring state teacher certification.

D. The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. An employee who has rendered service for at least 75 percent of a school year, shall be granted one year's service credit on the salary schedule.

E. Employees with a master's degree shall receive \$1,000 additional salary. Employees with a doctorate degree in the field of education shall receive \$1,500 additional salary. Employees shall not be compensated for more than one advanced degree.

F. Quarter units are converted to semester units by multiplying the quarter units by two-thirds. If this multiplication results in a fraction that when added to the other semester units is within one-half unit of the required units for qualifying for the next column, then the fraction shall be rounded up to the next step.

- G. The District shall provide each teacher with a statement of the number of units that the District has on file for him/her as of October 1 of each school year.
- H. The District shall reimburse employees for the use of their personal vehicles when such use is required by the District.
1. The mileage reimbursement rate shall be the current IRS published rate.
 2. Employees who utilize personal vehicles for District business shall carry automobile personal liability insurance with a minimum limit of \$15,000/\$30,000 for bodily injury and \$5,000 for property damage.
 3. Dates, places, duties, and mileage involved shall be submitted to the District prior to reimbursement.
- I. The District agrees to provide or pay the cost of any physical or mental examination required as a condition of continued employment.
- J. In the event that Education Code section 45023.5 funding is applicable to employees of the District, application shall be made.
- K. Teachers shall receive the extra duty hourly rate when teaching a class during their prep period. Teachers shall receive the substitute daily rate of pay when taking another classroom (a minimum of 15 additional students) for the entire day. The District will not assign a teacher to substitute unless there are no volunteers.
- L. Teachers holding a special education credential will receive a \$1,000 stipend each year.

**ARTICLE IV
HEALTH AND WELFARE BENEFITS**

A. For the 2022-2023, benefit plan year, the District shall pay the following premiums for the specified fringe benefits. Any premiums in excess of the total monthly District contribution in effect on October 1, 2022, will be deducted from the employee's salary warrant pending the conclusion of negotiations for a successor agreement.

B. Part-time employees initially employed on or after July 1, 1996, whose regular work day is 50 percent or more of a full-time assignment shall be eligible for a pro-rata district premium contribution with the employee promptly submitting the remainder of the total premium.

1. The District shall pay the full monthly premium for medical insurance for the employee and dependent(s). This is a contribution of \$1,698.95 per month. The plans shall include the SISC Blue Cross Plan 100 B \$20, Rx \$9/35 and the SISC Blue Cross Plan 100 D \$20, Rx \$7-25. Additionally, the District shall make available to employees at their cost above the District's maximum contribution, Plan 100 C \$20; Rx \$3/15.

2. The District shall pay the full monthly premium for dental insurance for the employee and dependent(s).

3. The District shall pay the full monthly premium for vision insurance for the employee and dependent(s).

4. The District shall pay the full monthly premium for life insurance in the amount of \$10,000.00.

5. The District will make available an Internal Revenue Code Section 125 Plan to be administered through a mutually agreed upon organization.

C. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any employee(s) who elects not to subscribe to the benefits provided by this Article.

D. Should the premium contributions required of the District be less than the amounts specified above, those premiums shall be substituted for either of the premiums specified above and shall be the extent of the District's payment in this area for the term of this Agreement.

E. Employees who have attained the age of 55 years and have served as regular certificated employees in the District for at least 15 years may retire from service with the District and receive, with concurrence of the carrier(s), the fringe benefit of medical (SISC Blue Cross) insurance and prescription insurance on the same benefit basis as regular employees.

1. The final five years of the 15 years of service period shall be continuous and immediately preceding the attainment of age 55.
2. Payment by the District shall be from the time of early retirement to the time when an employee becomes eligible for either state or federal programs (i.e., Medicare, Social Security, National Health Insurance, etc.).
3. The term "eligible" shall mean the attainment of the age at which the retiree may apply for such benefits.

ARTICLE V TEACHING HOURS

A. The length of the teacher workday, including preparation time, lunch, relief periods and time required before and after school shall be seven and one-half hours.

1. A regular workday is seven and one half consecutive hours per day between the hours of 7:30 a.m. and 3:30 p.m. at the District's discretion. Any work hour change shall be effective on the first day of school and will not be changed during the school year.

a. A teacher shall have a duty-free lunch period of a minimum of 30 consecutive minutes.

b. Teachers shall be allowed one ten-minute rest period per school day. Such period shall be utilized during a recess period.

2. The District shall be entitled to require teachers to engage in a reasonable number of extracurricular duties, extending beyond the regular teaching workday, for which teachers shall receive no additional compensation, which shall include but not be limited to bus duty, playground duty, and attendance at special meetings, including faculty meetings. These adjunct duties shall be distributed as equally as possible.

All teachers will participate in adjunct activities such as Back-To-School, Open House, Winter Program activities, and graduation. Such adjunct activities will be limited to a maximum of 8 hours.

3. It is recognized that occasionally meetings and conferences will require attendance on campus beyond the scheduled workday and all classroom teachers will remain on campus when so requested. Whenever possible, employees will be notified of faculty meetings at least 24 hours in advance.

a. The principal who calls any such meeting shall post an agenda for the meeting at least one day before such meeting is held.

b. Employees will be given the opportunity to have items placed on the agenda of faculty meetings.

c. The principal may call a faculty meeting without notice at any time on an emergency item(s).

4. Upon the principal's approval and at the discretion of the site principal, teachers may be allowed to leave campus for personal reasons as soon as their students are dismissed. There shall be no deduction for this request.

5. Following student dismissal, teachers may leave campus on Fridays and days before holidays and vacation periods provided lesson plans have been completed and students under supervision have cleared the campus.

B. The teacher shall notify the Superintendent's office if it is not possible to report on time due to fog conditions.

1. The teacher shall arrive at the work site as soon as possible after the commencement of the workday.

2. In such event, the Superintendent shall have the discretion as to whether or not the delay is excused.

C. The District shall assign any non-classroom supervision to teachers on an equally-shared basis, as equitably as possible, among teachers who would be involved or affected.

D. The calendar for the current year as adopted by the District shall be attached as Appendix C.

1. Employees shall provide 180 student instruction days and five additional workdays.

Four workdays shall be scheduled prior to the beginning of the school year. The final workday shall be without students.

2. Traditional state and national holidays shall be honored by the District and provided as holidays for employees. The Friday after Thanksgiving, a ten-day winter vacation (including Christmas Day and New Year's Day) and a five-day spring vacation shall be incorporated into a calendar as days teachers are not required to report for duty.

3. The calendar shall reflect a minimum day for employees and students on the school day prior to the Thanksgiving holiday (provided the Thanksgiving week is not taken off in its entirety), the school day prior to the Winter Recess, the school day prior to the spring holiday, and for students Grades TK-6 parent conferences and Grades 7-12 final examinations.

4. The yearly calendar shall reflect student minimum days which shall consist of a shortened day resulting from time banked as a result of more teaching time on the other days of the week. The days will be utilized for collaboration between teachers, district-directed topics, staff development and training, curriculum planning, and other activities designed to enhance student learning. All activities relating to this paragraph shall be carried out within the normal work hours designated in the Collective Bargaining Agreement. The hours and days for banking will be designated by the District following an interactive consultation with the calendar committee.

Preparation Time

E. Full-time teachers of grades 9-12 will teach up to six class periods each regular school day and will have a seventh class period for the purpose of class preparation. Teachers of grades K-8 will be provided with a minimum of 160 and a maximum of 320 minutes of class preparation time during each regular two-week period during the school year which shall be made available through the use of District resources which may include Physical Education, Music, Art, and/or Library instruction. The minimum block of class preparation time will not be less than 30 minutes for grades TK-8.

1. Permanent employees (regular credential) shall provide 180 student instruction days and five additional workdays. For probationary employees, and those on special credentials (ie PIP/STP/Intern), employees shall work an additional work day, or 186 days.

The additional work days shall be scheduled at the discretion of the administration. The final workday shall be without students.

2. In the event that the District is unable to hire a substitute for a teacher, other teachers may volunteer to substitute for the absent teacher during their class preparation period. However, no teacher will be required to substitute for an absent teacher.

3. The District will attempt to use volunteers with elementary credentials in elementary classes and volunteers with secondary credentials in secondary classes.

4. Opportunities to substitute for absent teachers will be distributed on an equitable basis for teachers whose class preparation period is concurrent with the need for a substitute.

5. The District will attempt to hire a substitute whenever the certificated librarian is absent.

After School Detention Program

F. The District shall assign, as equitably as possible, any non-classroom supervision to teachers who would be involved or affected by the After School Detention Program. After-school detention duty shall involve only full-time unit members who have a daily preparation period.

**ARTICLE VI
CLASS SIZE**

A. The District shall attempt to maintain the following average class size goals and maximums.

<u>Grades</u>	<u>Goal</u>	<u>Maximum</u>
TK-3	24	24
4-6	28	31
7-8	29	32
High School	A student contact ratio of 150 students per teacher, with a maximum contact ratio of 180 students per teacher.	

B. Exceptions to the goals and maximums shall be those subjects (e.g., physical education, music) which are normally carried out in large group instructional settings.

C. The District shall attempt to have the maximum for each level be the maximum class size or student contact ratio. Individual class size maximums or student contact ratios may be exceeded:

1. During the first three weeks of the students' school year.
2. During the first three weeks of the second semester in grades 9-12.
3. With the agreement of the affected teacher. Such agreement shall not be precedential.
4. With the agreement of the affected department in grades 9-12.

D. In the event class size maximums are exceeded for a period of more than five consecutive school days, a teacher may file a request for correction of the problem with the school site administrator.

1. The request shall contain an analysis of the class size problem and suggestions as to how the problem might be solved.
2. Within five school days, the school site administrator shall hold a meeting with the affected employee(s) and seek to work out a mutually acceptable solution to the problem.

**ARTICLE VII
EMPLOYEE EVALUATION PROCEDURES**

A. Only California Standards for the Teaching Profession competencies of an employee shall be evaluated pursuant to the provisions of this Article.

1. Each permanent employee shall be evaluated at least once every other year, no later than May 1. As authorized by Education Code section 44664(a)(3), a permanent teacher may be evaluated at least every five years if all of the following criteria apply:

- a. Employed by the District for ten years;
- b. Teaching in a position required by be filled by a "highly qualified professional" by the federal No Child Left Behind Act of 2001,
- c. Previous evaluation rated the employee as meeting standards; and
- d. The evaluator and employee agree to the five-year cycle (the employee or evaluator may withdraw consent at any time).

2. Each probationary employee shall be evaluated by the appropriate supervisor in writing at least once each school year, no later than February 1.

3. Evaluations shall be conducted by non-unit management and/or supervisory employees and shall not be used arbitrarily or capriciously.

4. Nothing in this Article shall restrict the right of the District to evaluate employees as often as the District determines to be in its best interest.

5. The Association agrees to work with the Principal to develop an evaluation instrument that reflects and assesses an employee's instructional performance based on adopted State or national standards for the profession.

B. The performance of each certificated employee will be evaluated and assessed as it reasonably relates to the California Standards for the Teaching Profession.

C. There shall be a pre-evaluation conference between the employee and the employee's evaluator to discuss the competencies for the California Standards for the Teaching Profession on which the evaluation is to be based.

1. The pre-evaluation conference shall be held prior to the observation. The lesson plan for the observation will be provided to the administrator at least 24 hours prior to the observation.

2. The evaluation shall take into account, among other things, class size, intellectual abilities of the learners, the learning environment and other pertinent factors, including materials and supplies.

3. Neither peer evaluation nor self-assessment shall be required as part of the formal evaluation process. The employee and the evaluator, however, may mutually agree to utilize peer evaluation or self-assessment as a part of the evaluation process.
 4. Standardized test scores shall not be used as criteria in the evaluation.
- D. The written evaluation in each school year shall be based upon at least one prescheduled firsthand observation.
1. Such observation shall last a minimum of one class period or 30 minutes, whichever is greater.
 2. Further, each observation shall be followed up by a post-observation conference within seven workdays.
- E. In the evaluation, the evaluator shall cite qualities, abilities and deficiencies, if any, recommend specific areas of improvement in instructional performance, and provide assistance in the implementation of the recommendations.
1. The evaluator may provide, or the employee may request, release time for visitation and observation of similar classes or pertinent work situations, further continued periodic observations, conferences and evaluations.
 2. The District shall not be required to provide more than two subsequent evaluations requested by the employee for the purposes of improving instructional performance. Such subsequent evaluations shall occur not more than once per calendar month.
 3. At least one observation for the purpose of completing each evaluation shall be arranged by the evaluator and employee in advance of the observation.
 4. If subsequent remedial actions sufficiently modify the employee's performance and/or identified deficiencies, a notification to that effect shall be attached to the original evaluation.
- F. Prior to placing evaluation(s) in the employee's file, the employee and the evaluator shall review the formal evaluation.
1. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy.
 2. The employee may attach a written statement to the evaluation which shall be placed in the file.
- G. While alleged violations of the procedural steps of this Article are grievable, a grievance may not be filed concerning the contents of an employee's evaluation.

Public Complaints

H. Any complaint relative to an employee's instructional performance from a person other than the evaluator shall be in writing and shall be signed by the person complaining.

1. The employee shall be notified of the complaint, notified of the pending placement in the personnel file, furnished a copy of the complaint, and allowed to file a response.
2. Complaints or charges that are withdrawn shall be removed from the personnel file.
3. Upon written request to the Superintendent, complaints or charges that have been proved to be false and unsubstantiated shall be removed from the personnel file.

Personnel Files

I. Materials in personnel files of an employee which may serve as a basis for affecting the status of his/her employment shall be made available for inspection by the employee or by a representative designated in writing by the employee. Such material is not to include ratings, reports or records which were obtained prior to the employment of the employee or as otherwise excluded by law.

1. Any materials, except as specifically excluded herein, relative to an employee's employment relationship shall be contained in the employee's personnel file at the District office.
2. Contents of the personnel file shall be kept in the strictest confidence in keeping with the appropriate provisions of the California Education and Government Codes.
3. All materials placed in a teacher's personnel file must have a basis in fact.
4. The District shall provide a form, to be included in the file, indicating by whom and on what date the file was inspected.
5. Every employee shall have the right to inspect such materials upon written request, provided that the request and inspection is made at a time when such employee is not actually required to render services to the District.
6. Information of a derogatory nature, except as expressly excluded by paragraph G of this Article or the written evaluation itself, shall not be entered or filed unless and until the employee is given notice of such information and an opportunity to review and comment thereon.
7. An employee shall have the right to have attached to any such derogatory statement the employee's comments thereon.
8. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

9. The District shall not take any adverse action against an employee based upon materials which are contained in such employee's personnel file unless the materials were placed in the file within a reasonable time, but not more than ten days after the immediate supervisor has determined that the incident(s) is serious enough to warrant inclusion in the personnel file.

ARTICLE VIII LEAVES

Sick Leave

A. Every full-time employee shall be entitled to ten days of sick leave for the purpose of illness, accident or quarantine, for each year of employment, on the basis of one day per each month of employment at the employee's daily rate of pay.

1. Employees shall earn one day of sick leave for full-time service in summer school. Employees may utilize accumulated sick leave during their employment in summer school.
2. Employees who are employed for less than full time, except those employed on a daily basis, shall receive sick leave in the ratio that their employment bears to a full-work year. Daily employees shall receive no benefits.
3. Sick leave may be taken on a daily basis.
 - a. In order to allow the District to arrange for substitute teachers, employees should notify the District no later than 6:00 a.m. the morning of their intended absence, unless there is an extenuating circumstance.
 - b. If the employee informs the District that the absence will be greater than one day, he/she must notify the District of an intention to return by 3:00 p.m. on the day prior to the day of return.
 - c. Failure to comply with this provision shall result in the loss of the difference between the employee's daily rate of pay and the substitute's pay.
4. Sick leave may also be taken for non-elective doctor's examinations or treatments that cannot be scheduled outside of regular work hours. Upon request by the District, an employee shall present a doctor's certificate verifying the examination or treatment which was provided under the provisions of this section.
5. An employee who has been on sick leave for ten or more consecutive days, or who has had any surgical procedure, shall be required to furnish a physician's verification of ability to return to work and render service to the District. The District may require a verification of illness following any utilization of sick leave. Such verification may include, but not be limited to, a physician's statement.
6. Unused sick leave shall accrue from school year to school year, without limit.
 - a. The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year as soon after the beginning of the school year as possible, but no later than October 15 of each school year.
 - b. An employee shall be entitled to utilize accumulated sick leave as of the first duty day of the first semester.

7. When a certificated employee has exhausted all accrued sick leave, he/she shall have deducted from the monthly salary the day-to-day salary for substitute teachers or, if no substitute is hired, the amount which would have been paid to the substitute, had one been employed, for a period not to exceed 100 school days. For any absence in excess of 100 school days, the certificated employee shall be granted a leave of absence without pay for the remainder of the school year.

Personal Necessity Leave

B. Sick leave may be used by the employee upon prior approval in cases of personal necessity. A maximum of seven days of accumulated sick leave may be used in any school year for personal necessity leave. Up to two of the seven personal necessity days may be used without the requirement for revealing the confidential nature of the leave. However, the leave may not be used for recreation, vacation or personal gain. The following are incidents in which personal necessity leave may be used:

1. Death of a member of the employee's or spouse's immediate family, as defined herein.
2. Accident involving the employee's person or property, or the person or property of a member of his/her immediate family, as defined herein.
3. Serious or critical illness of a member of the immediate family, as defined herein.
4. Required appearances in court as litigant or as a witness under an official order.
5. Danger to home or property of an employee; limited to circumstances involving imminent danger to the residence caused by flood, fire, earthquake, or other acts of God.
6. Paternity leave; limited to one day at the time of birth or when birth can be considered imminent.
7. Funeral attendance.
8. Examination for military service -- limited to one day upon receipt of orders to return to or report for military service.
9. Religious holidays or required religious observations of major religions (i.e., Christian, Hebrew, Moslem, Hindu).
10. Wedding or graduation of the employee or his/her child.
11. Personal necessity may be granted for that portion of a workday to cover emergency occasions that may be unavoidable or of a serious nature involving circumstances which the employee cannot reasonably be expected to disregard or which may not be conducted at a time other than his regularly assigned duty hours.

12. The employee shall submit a complete personal necessity leave report form to the school principal or immediate supervisor within 72 hours prior to requesting the leave.

a. The principal or immediate supervisor will verify the request for personal necessity leave and will make the appropriate recommendation on the leave form before forwarding it to the District office for the Superintendent's or designee's determination, which shall be made within 48 hours.

b. The employee shall not be required to secure prior permission for leave taken pursuant to subsections 1, 2, or 3 above; however, he/she must submit a complete absence form to the principal or immediate supervisor within three workdays after return to duty.

c. In situations where absence is due to a subpoena or an official order, the employee must provide evidence from a certified clerk or authorized officer of a court or other government jurisdiction.

Bereavement Leave

C. Every employee shall be entitled to five days of paid non-cumulative leave of absence because of the death of a member of his/her immediate family.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.
2. The Superintendent shall have the discretion to extend the bereavement leave provisions in the case of unusual circumstances.
3. This leave shall not be deducted from sick leave.

Industrial Accident and Illness Leave

D. An employee shall be entitled to industrial accident or illness leave for any job-related illness in the amount of up to 60 days during which the schools of the District are required to be in session or when he/she would otherwise have been performing work for the District in any one fiscal year for the same accident.

1. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
2. Such benefits shall be in addition to other sick leave benefits provided by the District.
3. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
4. Employees will report all job-related injuries and illnesses to the District within 24 hours of the occurrence, regardless of whether or not medical attention is required or time is lost from work. In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.

5. The District's report of an industrial accident or illness shall be kept on file in the District office.

Disability - Pregnancy Leave

E. Each female employee shall be entitled to a disability leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto.

1. The employee shall be entitled to use accumulated sick leave and disability benefits allowable under appropriate sections of the California Education Code on the same basis provided for any other illness, injury, or disability.
2. The period of disability, including the date upon which the leave shall begin and end, shall be determined by the employee and her doctor.
 - a. A statement from the employee's doctor as to the beginning and ending dates of such disability shall be filed with the Superintendent.
 - b. The date of disability shall be based upon the employee's ability to render service in her current position.

Child Bonding Leave

F. Child Bonding Leave will be provided to the extent required by Education Code Section 44977.5.

Jury Duty Leave

G. Each employee shall be entitled to as many days of paid leave as are necessary for jury duty. The employee shall sign over to the District any fees paid for jury duty minus any allowance for expenses.

1. Deferment of Duty: As an incentive for delaying Jury Duty to a non contractual day, unit members will be compensated with substitute pay, up to 2 days service.

Sabbatical Leave

H. An employee who has served a minimum of seven consecutive years in the District may be eligible for a sabbatical leave. Leaves may be granted at the discretion of the District and shall be based upon:

1. Plans submitted by the applicant.
2. The District's financial situation.
3. Availability of a qualified substitute.
4. The recommendation of the Superintendent.

I. Requests for sabbatical leave shall be made to the Superintendent at least six months in advance of the proposed leave.

J. Leaves may be granted by the District for any period of time it considers appropriate at one-half the employee's salary.

1. The employee shall, as a condition precedent to granting any sabbatical leave, furnish the District with a bond guaranteeing the amount of salary paid by the District during any such leave.

2. The employee shall agree to remain at least two years after his/her return.

Extended Leave Without Pay

K. The District, at its discretion, may grant extended leave without pay to any employee for whatever period of time the District considers appropriate. Application for such leave shall be made not less than 60 days prior to the intended commencement, unless the situation is of such a nature as to make it impossible to provide such notice. The employee shall not be entitled to any length of service increment or seniority advancement accrued during such period of leave.

General Provisions

L. An employee absent under the provisions of paragraphs relating to Extended Illness, Industrial Accident and Illness or Disability-Pregnancy Leave for 15 consecutive days, shall be required to provide a physician's verification of ability to return to work and render service to the District prior to returning to work. The provisions of this paragraph shall not apply to Child Bonding Leave where the health status of the employee is not involved.

M. For purposes of this Article, immediate family shall be defined as mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the spouse, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative of the employee living in the immediate household of the employee. At his/her discretion, the Superintendent may allow the use of leave for persons not defined as immediate family. Pursuant to Family Code sections 297 and 297.5(a)-(c) or successor statutes if applicable, the term "spouse" includes a registered domestic partner.

N. Employees on paid leaves of absence shall have all the fringe benefits paid for them throughout the duration of the leave of absence. Employees on unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their fringe benefit program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

O. Upon return from Industrial Accident or Illness, Disability, or Sabbatical Leaves, an effort will be made to reinstate the employee to the position held at the time leave was granted or to as nearly identical a position as possible. After such efforts are made and it is determined by the Superintendent that in order to meet the educational-related needs of the District it is necessary to place the returning employee in a different position, such placement shall be made.

**ARTICLE IX
NOTICE OF VACANCY, TRANSFER, AND REASSIGNMENT**

Notice of Vacant Position

A. A position may become vacant upon the transfer, reassignment, resignation or retirement or death of an employee, when growth in enrollment causes the creation of a new position, or when a shift in student population creates the need to move teachers either into or out of a school in order to accommodate the needs of the students. The District will determine when a vacant position will be filled by reassignment, transfer or by the employment of new personnel.

B. When the District elects to fill a vacant position, it shall:

1. Determine the qualifications for the vacant position.
2. Prepare a notice which specifies:
 - a. Position description and location;
 - b. Grade level and/or subject matter;
 - c. Credential requirement;
 - d. Qualifications for the position (Including the District's Affirmative Action policy, Title IX considerations or requirements, or State or Federal agency mandates); and
 - e. The closing date for applications.
3. Post the notice for a period of five days in the District Office, in the main office and in the employee lounge area of each school building. Notices that are posted during the summer months shall be posted at the District Office for a period of at least ten days. During the summer months, the District will send copies of the notice to all certificated employees.
4. Employees who possess the stated requirements and qualifications as of the closing date for applications may apply for consideration.
5. If more than one employee indicates a preference for the same posted vacant position, the employee with the most years of experience in the District shall, with the concurrence of the receiving principal, be selected for the position. The principal shall not deny the appointment of the most senior employee without valid reasons. Concurrence shall not be required if the employee is being involuntarily transferred pursuant to the provisions of this Article. Should the principal not concur, the reasons for such non-concurrence shall be transmitted to the employee in writing within five days of the decision.
6. A teacher who is reassigned or transfers, either voluntarily, or involuntarily, will be allowed, at his/her option, either two paid days of release time or two additional paid workdays to prepare for the new assignment.

Transfer and Reassignment

C. Transfer means "movement from one school to another school" as set forth in Education Code section 35035. Reassignment means a shift of assignment between grade levels or subject matter departments at the same school. All requests for transfers and reassignments shall be considered based on an assessment of the applicant's training and/or experience, performance in current and/or past assigned duties, and the effect on the educational program at the school where the applicant is currently assigned.

1. When two or more employee applicants equally satisfy the posted criteria, when no outside applicant better satisfies the posted criteria, then the qualified employee with the longest service to the District shall be appointed to fill the position.
2. A position that is filled by a new hire following the start of the student school year will be considered a vacant position for the subsequent school year and will be filled in accordance with the provisions of this Article if the position exists in the subsequent school year.
3. If an employee's request for transfer or reassignment is denied, the employee, upon request, shall be given the reason(s) for the denial in writing.
4. When a transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment.

Involuntary Transfer and Reassignment

D. An employee may be transferred or reassigned involuntarily, provided the new assignment falls within the scope of the employee's teaching certificate. The District will determine when involuntary transfers or reassignments are necessary.

1. Reasons for involuntary transfers or reassignments include, but are not limited to:
 - a. No applications were received for a posted vacant position;
 - b. No applications that met the posted requirements and qualifications were received;
 - c. Reductions in overall staff level due to decreasing enrollment at school site;
 - d. Identifiable changes in the school's educational program;
 - e. Proposed District-wide layoffs;
 - f. The District's Affirmative Action policy, Title IX considerations or requirements, or State or Federal agency mandates; and,
 - g. A change of assignment following an evaluation indicating that the employee is not performing satisfactorily (after implementation of an assistance plan).

h. Potential incompatibility with staff and students and/or members of the public.

2. When two or more employees at a school site who may be subject to an involuntary transfer or reassignment would equally satisfy the needs of the District, the employee with the least service to the District shall be transferred.

3. An employee who is to be transferred involuntarily shall be given at least five workdays advance written notice, including the reason(s) for the reassignment. The employee and his or her representative may request a meeting with District administration to discuss the transfer.

4. When an involuntary transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment.

5. An employee may be transferred no more than once every three years in order to provide a reasonable opportunity for improvement of performance.

6. Transfers for this reason shall be preceded by evaluations, conferences, and assistance pursuant to the appropriate provisions of the Evaluation Procedures Article. Evaluations must indicate a deficiency serious enough to consider a transfer under the provisions of this section.

7. An involuntary transfer shall not be made for disciplinary reasons.

8. Teachers who are involuntarily transferred or reassigned shall not be reduced on the teacher salary schedule, or suffer loss of seniority or health and welfare benefits. This provision shall not be construed or interpreted to guarantee the continuance of any extra duty assignment or special differential pay presently granted to any employee.

E. Teaching Assignments

1. Home Teaching

Assignments will first be offered to the student's classroom teacher (K-8) or to one of the core academic subject teachers at the High School level. If the teacher turns down the assignment, the District may offer it to all qualified teachers within the District, with selection determined on the basis of seniority.

2. Migrant Teachers

The District will post the notice for the position(s) for a period of five workdays in the District Office, in the Elementary Office and in the Employee Lounge. Notices that are posted during the summer months will be posted at the District Office for a period of at least ten calendar days. During the summer months, the District will mail copies of the notice(s) to each employee. The notice(s) will include the number and grade level(s) of position(s) available. Selection will be determined on the basis of seniority.

3. Summer School

The District shall post the notice for the position(s) for a period of five days in the District Office, in the Elementary Office and in the Employee Lounge. Positions will be posted by May 15 and teacher selections will be offered by May 31. The notice will include the number and grade level(s) of the available positions. Selections will be based upon current teaching assignment, grade level experience and seniority.

4. Independent Study

The District shall post the notice for the position(s) for five days in the District Office, in the Elementary Office, and in the employee lounge. Selections will be based on current teaching assignment, grade level experience, and seniority.

**ARTICLE X
SAFETY CONDITIONS OF EMPLOYMENT**

A. Employees shall be safety conscious in their own conduct and actions and cooperate with the District in the implementation of its safety program.

B. Employees shall report any unsafe or unhealthy conditions directly to their supervisor. The District shall conduct investigations of employee reports and take appropriate corrective measures. Results of the investigation and the action taken shall be reported to the employee. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health and safety.

C. Employees shall immediately report any assaults in connection with their employment to the principal or immediate supervisor who shall immediately report the incident to the appropriate law enforcement agency.

1. Any employee may exercise the same degree of physical control over a pupil that a parent would be legally privileged to exercise, but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of pupils.

2. No employees shall be disciplined or reprimanded for the exercise of physical control over a pupil without a thorough investigation of the situation by the District.

**ARTICLE XI
RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

A. The Association shall have the right to post notices of activities and matters of Association business on a bulletin board at each school site and in the faculty lounge.

B. The Association may use the teachers' mailboxes for communication with teachers. Use of the District's proprietary electronic means of communication is subject to the District's Acceptable Use Policy.

1. Such materials placed in teachers' mailboxes shall be dated, give the name of the Association, and be signed by an official of the Association.

2. A copy of material placed in teachers' mailboxes shall be given to the Superintendent or designee.

C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times with the permission of the respective school principal. Reasonable times shall mean: Before the start of the workday, after completion of the workday and lunch period.

1. Association representatives, when entering a school site for official Association business, shall properly identify themselves to the school principal or designee prior to contacting any District employee.

2. The Association further agrees that the Association representatives, in exercising the right of access to employees, shall not disturb, disrupt or otherwise interfere with the work of any employee of the District.

D. A list of current employees shall be provided to the Association, at no cost, by October 15 of each school year.

E. The District shall provide the Association President with a copy of the Board agenda and support material, with the exception of personnel matters, at the same time the material is sent to the Board. When the Association makes a request to make a presentation to the Board, the District shall allow the Association to make its presentation, provided that the Association makes the request 48 hours prior to the meeting.

F. The Association shall have the right to use the Employer's equipment, including typewriters, calculators and duplicating equipment, subject to the following conditions:

1. District office equipment may be used by the Association during business hours when such equipment is not otherwise in use. District office duplicating equipment shall be used only by teachers who are trained in the use of such equipment.

2. School site equipment may be used whenever teachers have access to such equipment and such equipment is not otherwise in use.

3. The Association shall furnish or pay for the use of any supplies.

G. The Association may copy any public document. The charge for copying public documents shall be the same for the Association as it is for all other groups.

H. The President of the Association may designate certain teachers to have a composite total of ten days of leave per school year to use for local, state or national Association conferences held during the time school is in session.

1. Leaves may be taken in up to 20 one-half day blocks.
2. Such representatives shall be excused from school duties upon two days advance notice to the Superintendent by the President.
3. Pay for the time off shall be at the employee's daily rate of pay minus one-half of the substitute's daily rate of pay.

I. Upon ratification of this Agreement, the District shall prepare and provide one copy of such contract for each teacher. New teachers shall receive copies of the Agreement from the District at the time they are hired.

J. Any member of the Exclusive Representative may sign and deliver to the Association an assignment authorizing deduction of membership dues, initiation fees and general assessments for the Exclusive Representative. The Association shall notify the District in writing of the amounts to be deducted from each unit member.

1. Upon receipt of such written notice, the District shall deduct one-tenth from the regular salary check of the employee each month for ten months.
2. The District shall remit sums deducted to the Exclusive Representative.
3. Such deduction shall continue in effect during the term of this Agreement, unless revoked in writing by the employee. The Association shall notify the District in writing of any revocation filed by an employee.
4. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, annuities or other plans or programs requested by the employees and agreed to by the District.
5. Upon remitting the deductions directed by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its entire obligation relative to said deductions. The Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from, or be in any way related to the making of said deductions and the transmission of said funds to the Exclusive Representative.

**ARTICLE XII
GRIEVANCE PROCEDURE**

A. A "grievance" shall mean an allegation by an employee or the Association that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement. The grievance shall include terms and conditions of employment solely as they relate to a specific provision(s) of this Agreement or the effect of Board policies, administrative directives, rules, or procedures for implementing this Agreement. A formal grievance must be presented using the forms attached as Appendix E.

1. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees.

2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g., Affirmative Action).

B. A "grievant" shall mean an employee who is a member of the bargaining unit or the Association.

1. The Association may file a grievance on behalf of any identified unit member.

2. The Association may file grievances concerning alleged violations of the rights of the Association.

C. A "day" shall mean a day when the District office is open for business.

D. An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

E. The grievant may elect to be represented by the Association and must inform the District in writing at least 24 hours in advance of the meeting.

1. The grievant, a designated representative or witnesses who are to testify, if any, participating in the grievance meeting shall suffer no loss of pay.

2. An employee may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.

3. At all levels of the grievance procedure, the grievant shall provide the Association with all details and copies of correspondence relative to the grievance.

F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision

rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

G. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

1. Time limits shall not be enforced during winter and spring recess periods.

2. Failure of the grievant, the grievant's representative or the Association to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

H. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlements shall be filed separately in a grievance file.

I. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

Level One

J. Within 20 workdays of the occurrence or knowledge of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.

1. The written grievance shall contain the following minimum information:

- a. The grievant's name.
- b. The date of filing.
- c. The date of the alleged violation.
- d. The specific Article(s) and section(s) violated.
- e. Brief description of the alleged violation.
- f. The specific relief requested.

2. Grievances not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this Article.

3. The grievant may request a conference with the immediate supervisor.

4. Within ten days of receipt of the grievance by the supervisor, or within ten days of the conference, if requested, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Level Two

K. In the event that the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designated representative shall be filed within ten days of the issuance of the Level One decision or the deadline within which such decision was to be made.

1. The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.

2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within ten days of the receipt of the appeal.

a. Either party, upon written notice to the other party within two workdays of the filing of the Level Two appeal, may request conciliation through the California State Conciliation Service in lieu of the meeting specified herein.

b. If a conciliator is not available within a time acceptable to the grievant, the meeting specified in paragraph two above shall be held.

c. The conciliator shall attempt to find a mutually acceptable resolution of the grievance.

d. The conciliator shall not issue any public statement of fact or opinion on the issue.

e. The conciliation or settlement positions of either party shall not be made public, nor shall they be introduced into any other grievance level.

3. Within ten days of receipt of the appeal or the meeting between the Superintendent and the grievant, or within ten days of the conciliation meeting, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.

Level Three

L. If the grievant is not satisfied with the result at Level Two, the Exclusive Representative may, within five days, submit the grievance to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the grievant is satisfied with the result at Level Two or any prior level, the Association is barred from instituting the arbitration procedure.

M. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

1. The arbitrator shall have no power or authority to hear cases challenging any of the following:

- a. The termination of services or failure to reemploy a probationary employee.
- b. The placement of an employee on probationary status.
- c. The termination of services or failure to reemploy any employee in a position for which extra compensation is received.
- d. The content of the employee's evaluation.
- e. The District's promulgation of rules, policies or procedures for the implementation of this Agreement.
- f. A decision, action, or inaction of the District if such is appealable to a State or Federal regulatory body or court.

N. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. In rendering his/her decision, the arbitrator shall be limited as follows:

- 1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.
- 2. The arbitrator shall not add to, subtract from, amend, modify or alter any provisions or procedures contained in this Agreement.
- 3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- 4. The arbitrator's decision may include restitution, financial reimbursement or other proper remedy.

O. The decision of the arbitrator will be submitted to the Board of Trustees and the Association for implementation.

P. The costs of the arbitration proceeding, including AAA fees and the per diem charges of the arbitrator, shall be shared equally by the parties. Each party shall be responsible for the costs of presenting its case.

ARTICLE XIII CONCLUSION

Complete Negotiations

A. This agreement shall be in full force and effect from the date of the ratification by the parties to June 30, 2024 at which time this Agreement shall expire and become null and void. For the 2023-24 school year, the parties agree that Salary (Article III), Health and Welfare Benefits (Article IV) and up to two other articles each may be reopend.

The Association understands and agrees that, as to all matters not covered by this Agreement, there shall be no duty on the part of the District to meet and negotiate further during the term of this Agreement.

Past Practices

B. The District is not bound by any past practices or understandings unless the same are specifically set forth herein.

1. The specific provisions of this Agreement shall prevail over any District past practice or procedure.
2. In the absence of a specific provision in this Agreement, any past practice or procedure is hereby declared to be discretionary on the part of the District.
3. When references are made to statutes (e.g., Education Code), such reference is informational only and does not subject the provisions of such statutes to the Grievance Procedure of this Agreement.

Management Retained Rights

C. It is agreed and understood that the District retains all rights, powers, prerogatives, privileges, duties, and authority vested in it by any source whatsoever, including the Constitution of the State of California, the Constitution of the United States, state and federal laws and regulations and school district policies to manage, control, and direct the operations and affairs of the District. The exercise of the rights, powers, prerogatives, privileges, duties, and authority by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.

Severability

D. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect. The parties shall meet, following satisfaction of the public notice provisions of the Act, to negotiate the effect of the severed provision.

Continuation of Economic Benefits

E. Upon expiration of this Agreement, or of any interim salary or fringe benefit payment article, employees who are reemployed for the following school year shall be paid the same salary as for the final (or interim) year of the Agreement, until such time as a new agreement is ratified by the parties or the duty to bargain has been completed. Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this paragraph.

No Strike

F. The Association agrees that neither it nor its members shall encourage, condone, participate in or otherwise support any strike, work stoppage, "sick-in," slowdown, picketing in furtherance of a strike, and failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties.

G. The Association recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance to this Agreement. In the event of any strike, work stoppage or other interference with the operation of the District, the Association agrees that it will publicly disclaim the activity and take such other steps as deemed necessary to cause participating employees to cease their activity.

Duration of Agreement

H. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2024 at which time this Agreement shall expire and become null and void. For the 2022-23 and 2023-24 school years, the parties agree that Salary (Article III), Health and Welfare Benefits (Article IV) and up to two other articles each may be reopened.

**ARTICLE XIV
EARLY RETIREMENT**

The parties agree to implement Education Code section 44929 for bargaining unit members who desire to retire and meet the following conditions:

1. The unit member is at least 50 years of age.
2. The unit member is eligible to retire under STRS Rules.
3. The unit member submits a letter of retirement.

**ARTICLE XV
REPORTING OF CHILD ABUSE**

A. The District shall provide in-service training during the regular workday, as required by the "Maxine Waters Child Abuse Prevention Training Act of 1984." A joint committee composed of two members appointed by the Association and two members appointed by the District shall meet with the private, nonprofit organization which will conduct this training to plan for and assist as appropriate in the conduct of the training.

B. No later than the end of the first week of school, the District shall provide each teacher with a copy and explanation of the laws regarding the teacher's responsibilities of reporting child abuse and materials on how to recognize child abuse.

C. When a teacher notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide immediate and positive assistance to that teacher in his/her fulfillment of legal responsibilities. Such assistance shall include, but not be limited to, providing copies of the official report forms, agency addresses or telephone numbers, a quiet and private place to complete the forms, friendly and courteous assistance in completion of the forms, and release time for the completion of the forms.

D. The District shall respect and maintain the confidentiality of all information on child abuse which a teacher reports to the appropriate authorities.

E. The District shall provide all necessary assistance to protect a teacher from attempted harassment or intimidation as a result of their having completed and submitted the necessary forms on child abuse.

F. The District shall provide legal assistance to a teacher who is involved in legal actions as a result of his/her reporting of child abuse.

**ARTICLE XVI
PROGRESSIVE DISCIPLINE OF CERTIFICATED EMPLOYEES**

A. For the purposes of this Article, "discipline" shall mean any adverse action, including a verbal warning, letter of warning, a written reprimand, or a suspension without pay for a period of up to 15 workdays initiated by the District against an employee.

B. All disciplinary action of the District shall be for just cause and shall be administered in a progressive manner which shall normally include verbal warnings, written warnings, written reprimands, and suspensions without pay in accordance with the following:

1. Any matter which may result in discipline shall be brought to the attention of the Superintendent or designee within five workdays of the specific acts or omissions causing a need to consider disciplining an employee.

2. The Superintendent or designee shall investigate the matter and discuss it with the employee or, if requested by the employee, with the employee and a representative within five workdays after the matter has been brought to the attention of the Superintendent. The employee shall be informed of the right to be accompanied to the discussion by a representative. If the employee elects not to be represented by an Association representative, the employee shall sign a statement to that effect.

3. As a part of the investigation, the employee shall be notified, in writing, of the allegations and shall be given an opportunity to respond and to comment on the appropriate disposition.

4. Within five workdays of the conclusion of the investigation, the Superintendent or designee shall give the employee written notice of the intended disciplinary action.

a. The notice of disciplinary action shall be personally served upon the employee and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return-receipt requested, addressed to the employee at his or her last known address.

b. Where the employee has utilized the services of a representative during the investigation, the representative shall also be sent a copy of the notice.

c. The notice of disciplinary action shall inform the employee of the charges as well as the effective date of discipline, which shall be not less than ten workdays after service of the notice. The notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in the notice. The notice shall contain copies of any document upon which the intended discipline is based, and the proposed discipline.

d. The notice shall inform the employee of the right to grieve the proposed discipline within ten workdays following service of the notice. Failure to file the grievance prior to the deadline shall constitute a waiver of the right to an appeal and the discipline shall be final.

5. All information and proceedings regarding any of the above actions or proposed actions shall be kept as confidential as possible by all parties to the proceeding. The notification to the employee and the Association, provided by this Article, shall not be considered a violation of confidentiality.

6. Any proposed suspension of a bargaining unit member, except immediate suspensions made pursuant to the laws of the State of California, shall be stayed until completion of the arbitration process if the proposed suspension is challenged.

RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the district or the Association to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law.

**MARICOPA UNIFIED
SCHOOL DISTRICT**



MICHAEL COLEMAN
District Superintendent

**MARICOPA FACULTY
ASSOCIATION/CTA/NEA**



TAMMY K. GRIFFING
President



KRISTIN BLANCO
President of the Board



BARRY LINDAMAN
Clerk of the Board

Dated: 3/11/23

Dated: 2/21/23

APPENDIX A

Maricopa Unified School District Certificated Salary Schedule 2022-2023

Appendix A 2022-2023 with 8% increase	Column 1 Credential + less than 30 units	Column 2 BA + 30 or more units	Column 3 BA + 45 or more units	Column 4 BA + 60 or more units	Column 5 BA + 75 or more units
Step 1	\$ 49,690	\$ 50,762	\$ 51,948	\$ 53,247	\$ 54,658
Step 2	\$ 50,762	\$ 51,948	\$ 53,247	\$ 54,658	\$ 56,183
Step 3	\$ 51,835	\$ 53,133	\$ 54,546	\$ 56,034	\$ 57,707
Step 4	\$ 52,908	\$ 54,320	\$ 55,845	\$ 57,481	\$ 59,232
Step 5	\$ 53,981	\$ 55,505	\$ 57,143	\$ 58,894	\$ 60,757
Step 6	\$ 55,054	\$ 56,692	\$ 58,442	\$ 60,305	\$ 62,281
Step 7	\$ 56,127	\$ 57,877	\$ 59,740	\$ 61,716	\$ 63,806
Step 8	\$ 57,199	\$ 59,062	\$ 61,039	\$ 63,128	\$ 65,330
Step 9	\$ 58,272	\$ 60,249	\$ 62,337	\$ 64,539	\$ 66,855
Step 10	\$ 59,345	\$ 61,434	\$ 63,636	\$ 65,952	\$ 68,380
Step 11	\$ 60,418	\$ 62,620	\$ 64,935	\$ 67,363	\$ 69,904
Step 12	\$ 61,490	\$ 63,806	\$ 66,233	\$ 68,775	\$ 71,429
Step 13		\$ 64,348	\$ 67,532	\$ 70,186	\$ 72,953
Step 14		\$ 66,178	\$ 68,831	\$ 71,598	\$ 74,478
Step 15			\$ 70,130	\$ 73,010	\$ 76,003
Step 16				\$ 74,421	\$ 77,527
Step 17					\$ 79,052
Step 18					\$ 80,575
Step 20*	\$ 63,750	\$ 68,436	\$ 72,388	\$ 76,680	\$ 82,835
Step 22*	\$ 66,008	\$ 70,694	\$ 74,647	\$ 78,938	\$ 85,093
Step 24*	\$ 68,266	\$ 72,953	\$ 76,906	\$ 81,197	\$ 87,351
Masters Degree	\$ 1,000				
Doctorate Degree	\$ 1,500				
Special Education	\$ 1,000				

Board Approved: 11/10/2022

APPENDIX A-1

Maricopa Unified School District Teacher on Special Assignment Salary Schedule 2022-2023

Appendix A 2022-2023 w/ 8 % increase	Column 1 BA + Less than 30 Units	Column 2 BA + 30 or more units	Column 3 BA + 45 or more units	Column 4 BA + 60 or more units	Column 5 BA + 75 or more units
Step 1	61,615	62,946	64,417	66,026	67,776
Step 2	62,946	64,417	66,026	67,776	69,668
Step 3	64,275	65,885	67,636	69,526	71,558
Step 4	65,606	67,356	69,246	71,277	73,448
Step 5	66,936	68,827	70,857	73,027	75,339
Step 6	68,266	70,297	72,468	74,778	77,229
Step 7	69,597	71,767	74,078	76,528	79,119
Step 8	70,928	73,238	75,689	78,278	81,010
Step 9	72,257	74,708	77,298	80,029	82,900
Step 10	73,588	76,179	78,909	81,834	84,790
Step 11	74,917	77,649	80,519	83,530	86,681
Step 12	76,248	79,119	82,130	85,280	88,572
Step 13		80,590	83,740	87,031	90,462
Step 14		82,059	85,351	88,781	92,353
Step 15			86,962	90,532	94,243
Step 16				91,369	96,133
Step 17					98,024
Step 18					99,914
Step 20*	79,048	84,861	89,762	95,083	102,714
Step 22*	81,850	87,661	92,562	97,884	105,516
Step 24*	84,650	90,462	95,363	100,684	108,316
Masters Degree	1,000				
Doctorate Degree	1,500				
Special Education	1,000				

Board Approved: 11/10/2022

APPENDIX B

MARICOPA UNIFIED SCHOOL DISTRICT STIPEND/EXTRA DUTY POSITIONS 2022-2023

*indicates new position for the 2022-2023 school year

*<u>AFTER SCHOOL SPORTS K-8</u> Bourdi, Hanan	\$2,000 per semester
<u>ASB ADVISOR</u> Cruz, Reina	\$2,000 per semester
<u>ATHLETIC DIRECTOR</u> Fitzsimmons, Steve	\$7,500 per year
*<u>AVID PROGRAM SUPPORT TEACHER</u> Open	\$4,000 per year
<u>CAMP KEEP COORDINATOR</u> Woods, Katie	\$50 per night @ 5 nights
<u>BTSA/INDUCTION COORDINATOR</u> Cruz, Reina	\$1,200 per year
<u>BTSA/INDUCTION MENTOR</u> Cruz, Reina Sharman, Dan Snow, Barbara	\$1,200 per employee/per year
<u>FB COACH</u> Miller, Brock	\$2,250 per year
<u>FB ASST. COACH</u> Clark, Adam	\$2,000 per year
<u>BASEBALL COACH</u> Open	\$2,250 per year
<u>BASKETBALL COACH</u> Miller, Brock	\$2,250 per year
*<u>E-SPORTS COACH</u> Lucas, Elian	\$2,250 per year
*<u>CROSS COUNTRY COACH</u> Martinez, Yulisa	\$2,250 per year

<u>SOFTBALL COACH</u> Open	\$2,250 per year
<u>VOLLEYBALL COACH</u> Owens, Jessica	\$2,250 per year
<u>DANCE/EVENTS</u> 2 Teachers per event	\$50 per teacher per event
<u>*EL PROGRAM SUPPORT TEACHER</u> Open	\$4,000 per year
<u>*ELOP LEAD TEACHER</u> Hendricks, James	\$35 per hour/\$18,000
<u>FAMILY NIGHTS</u> 3 Teachers @ 3 Events 2 Aides @ 3 Events	\$35 per hour \$Hourly Rate
<u>PBIS/FAMILY RESOURCE</u> 4 hours per week @ 2 hours per day Harris, Crystal Kingston, Alexis	\$Hourly Rate
<u>SCIENCE FAIR COORDINATOR</u> Snow, Barbara	\$300 per year
<u>*SPED PROGRAMS LEAD</u> Allen, Jana	\$7,500 per year
<u>TEAMS LAB LEAD TEACHER</u> Woods, Katie	\$35 per hour
<u>TUTORING</u> 2 days per week @ 2 hours per day Cruz, Reina Griffing, Tammy Snow, Barbara	\$35 per hour
<u>WASC COORDINATOR</u> Cruz, Reina	\$3,100 per year
<u>YEARBOOK ADVISOR</u> Miller, Brock Snow, Barbara	\$500 per year
<u>ZERO/8TH PERIOD CLASS</u> 5 days per week @ 2 hours per day Cruz, Reina	\$35 per hour

**Maricopa Unified School District
2022-23 K-12 Instructional Calendar**

APPENDIX C

August

		3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

Aug. 3-5 Teacher In-Serv
Aug. 5-All Staff In-Serv
Aug. 8 - 1st day of classes

15 Days

September

29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

Sept. 5 - Labor Day-No School

19 Days

October >>

26	27	28	29	30
3	4	5	6	7

Oct. 3 Teacher In-Service-
No School

Oct. 7 - End of 1st Quarter

9 Days

43 Days in First Quarter

>> October

10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Oct. 10 - Indigenous People's D
No School
Oct. 18-20 Minimum Days
Parent/Teacher Conf.

14 Days

November

31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25

Nov. 11 - Veteran's Day-
No School
Nov. 18 - Minimum Day
Nov. 21-25 - Thanksgiving-
No School

14 Days

December

28	29	30	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Dec. 21-23 Minimum Days - Finals
Dec. 23 - End of 2nd Quarter / 1st Semester
Dec. 26 - Jan. 6 - Winter Break--No School

20 Days

48 Days in Second Quarter

January

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

Jan. 9 - School Resumes
Jan. 16- MLKing's Day-
No School

14 Days

February

30	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

Feb. 13 - Lincoln's Day-No School
Feb. 20 - President's Day-No School

18 Days

March >>

27	28	1	2	3
6	7	8	9	10

March 10 - End of 3rd Quarter

10 Days

42 Days in Third Quarter

>> March

13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

March 24 - Minimum Day
March 27-April 10 - Spring Break - No School

10 Days

April

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

14 Days

May

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

May 29 - Memorial Day-No Sch
May 30 - June 1 Minimum Day

22 Days

June

			1	2
--	--	--	---	---

1 Day
June 1 Minimum Day
June 1 - Last day of Classes

47 Days in Fourth Quarter

180 Total Inst. Days

5 5 In-Service Day-No School **33** 33 Legal/Local Holiday-No School

35 35 Late Start
Teacher In-Serv.

8 8 Minimum Day
Students

3 3 Minimum Day Pre-Holidays
Students, Staff & Teachers

APPENDIX D
Maricopa Unified School District
Certificated Evaluation Form

Summative Evaluation of Teaching Performance

Teacher: _____ Grade Level: _____
 School: _____ Date of Pre: _____
 Subject Observed: _____ Observation: _____
 Teacher Status: _____ Date of Post: _____
Permanent, Probationary 2, Probationary 2, Provisional, Temporary(Pre-Intern/Intern/Emergency)

Evaluation Rating:

1. Strong practice that exemplifies the standards
2. Satisfactory, meets standards
3. Needs support
4. Unsatisfactory practice that is not consistent with standard expectations

Standard 1 - Engaging and Supporting All Students in Learning

	1	2	3	4
1-1 Teacher connects students' prior knowledge, life experiences, and interests with learning goals				
1-2 Teacher uses a variety of instructional strategies and resources to respond to students' diverse needs				
1-3 Teacher facilitates learning experiences that promote autonomy, interaction, and choice				
1-4 Teacher engages students in problem solving, critical thinking and other activates that make subject matter meaningful				
1-5 Teacher promotes self-directed, reflective learning for all students.				

Standard 2 - Creating & maintaining effective environments for student learning

	1	2	3	4
2-1 Teacher creates physical environments that engage all students				
2-2 Teacher establishes a climate that promotes fairness and respect				
2-3 Teacher promotes social development and group responsibility				
2-4 Teacher establishes and maintains standards for student behavior				
2-5 Teacher uses instructional time effectively				

Standard 3 - Understanding and organizing subject matter for student learning

	1	2	3	4
3-1 Teacher demonstrates knowledge of subject matter content and student development				
3-1 Teacher organizes curriculum to facilitate student's understanding of the central themes, concepts, and skills in the subject areas				
3-3 Teacher interrelates ideas and information within and across curricular areas to extend students' learning				
3-4 Teacher uses knowledge of student development, subject matter, instructional resources, and teaching strategies to make subject matter accessible to all students				

Standard 4 - Planning instruction & designing learning experiences for all students**1 2 3 4**

4-1 Teacher draws on and values students' backgrounds, interests, and developmental learning needs				
4-2 Teacher establishes and articulates goals for student learning				
4-3 Teacher develops and sequences instructional activities and materials for student learning				
4-4 Teacher designs long and short term plans to foster student learning				
4-5 Teacher modifies instructional plans to adjust for student needs				

Standard 5 - Assessing student learning**1 2 3 4**

5-1 Teacher establishes and communicates learning goals for all students				
5-2 Teacher collects and uses multiple sources of information to assess student learning				
5-3 Teacher involves and guides students in assessing their own learning				
5-4 Teacher uses results of assessments to guide instruction				
5-5 Teacher communicates with students, families, and other audiences about student progress				

Standard 6 - Developing as a professional educator**1 2 3 4**

6-1 Teacher reflects on his/her teaching practice and actively engages in planning his/her professional development				
6-2 Teacher establishes professional learning goals, and pursues opportunities to develop professional knowledge and skill and participates in the extended professional community				
6-3 Teacher learns about and works with communities to improve his/her professional practice				
6-4 Teacher communicates effectively with families and involves them in student learning and the school community				
6-5 Teacher contributes to school activities, promotes school goals, and improves professional practice by working collegially with all school staff				
6-6 Teacher balances professional responsibilities and maintains motivation and commitment to all students				

1. Commendations and Recommendation must include those relative to the Standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

Recommendations:

Commendations:

Overall Evaluation

- Strong practice that exemplifies the standard
- Satisfactory - Meets standards
- Needs support-Most standards met
- Needs support - Some standards met
- Unsatisfactory - Does not meet standards
- Required to participate in peer assistance and review program

Signature of Evaluator:

Date

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. My signature on this evaluation does not necessarily signify agreement with the evaluation.

Signature of Teacher

Date

APPENDIX E

**MARICOPA UNIFIED SCHOOL DISTRICT
GREIVANCE FORM - LEVEL ONE
THIS FORM MUST BE FILLED OUT COMPLETELY**

Grievance Number: _____

A Level One Grievance must be filed within 20 workdays of the alleged violation.

Grievant: _____

Work Location: _____

To: _____

Immediate Supervisor: _____

Date of alleged violation: _____

Specific article(s) or section(s) violated: _____

Synopsis of events resulting in alleged violation (attach separate sheet if necessary): _____

Specific remedy requested: _____

(Grievant Signature)

(Date)

(Must be signed and dated by person receiving the Grievance)

Level One Grievance received by: _____

(Immediate Supervisor)

Filing Date: _____

(Date Grievance Received)

Note: If a written decision on this grievance is not issued within 10 days of the date this grievance was received, this grievance is denied and the grievant may appeal to Level Two. The appeal must be filed within 10 days of the Level One denial.

(THIS PORTION TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR)

Immediate Supervisor's Decision: _____

Grievance Denied

Resolved

Date Verbal Decision/Response Given to Grievant: _____

(Attach copy of written Decision/Response and submit to Superintendent's Office.)

(Immediate Supervisor's Signature)

**MARICOPA UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL TWO**

Grievance Number:

A Level Two written appeal to the Superintendent or Designated Representative must be filed within 10 days of the denial at Level One or the deadline within which the Level One Decision was to be made.

Grievant:

Work Location:

To:
(Superintendent)

Immediate Supervisor:

Reason for Appeal:

(Grievant/Representative Signature)

(Date)

NOTE: COPIES OF ALL MATERIALS UTILIZED IN LEVEL ONE MUST BE ATTACHED.

(Must be signed and dated by person receiving the Level Two Appeal)

Level Two Appeal Received By:

Superintendent or Designated Representative

Filing Date:

(Date of Receipt of Appeal)

NOTE: Within 10 days after the conference, a written decision and reasons for the decision shall be transmitted to Grievant. If a written decision on this grievance is not issued within 10 days after the conference, the grievance is denied and the grievant may appeal to Level Three. The appeal must be filed within 10 days of the Level Two Denial.

(This portion for Superintendent's Office use only.)

Date of Conference:

Level Two Decision: Grievance Denied Resolved No Reply

Date of Response to Grievant: (Attach copy of response.)

**MARICOPA UNION SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL THREE**

Grievance Number:

In the event the Association is not satisfied with the result of Level Two proceedings, it may submit the grievance to arbitration through the American Arbitration Association within 5 days of the Level Two result. If the grievant is satisfied with the result at Level Two or any prior level, the Exclusive Representative is barred from instituting the arbitration procedure.

- I am not satisfied with the result of Level Two.
- I request the grievance proceed to arbitration.

Grievant:

Work Location:

To:

(Superintendent)

(Must be signed and dated by person receiving the Level Three Appeal.)

Level Three Appeal Received By:

(Superintendent or Designated Representative)

Filing Date:

(Date of Receipt of Appeal)

2022-2023
MUSD
Mariocopa Teachers
Stipend/Extra Duty Positions

*Indicates new position for the 2022-2023 school year			
Title	# of positions	Amount	per
*AFTER SCHOOL SPORTS K-8	1	\$ 2,000.00	semester
ASB Advisor	1	\$ 2,000.00	semester
Athletic Director (May be classified or certificated)	1	\$ 7,500.00	year
*AVID Program Support Teacher	1	\$ 4,000.00	year
BTSA / Induction Coordinator	1	\$ 1,200.00	year
BTSA / Induction Mentor	3	\$ 1,200.00	per employee/year
High School Coach			
Head Coach (Football, Baseball, Basketball, Cross Country, Esports, Softball, Volleyball)	7	\$ 2,250.00	season
Assist. Coach (Football)	1	\$ 2,000.00	season
HS JV Coaches		\$ 2,100.00	season
HS Cheerleading Coach	1	\$ 1,500.00	season
HS Academic Decathlon	1	\$ 750.00	season
*EL Program Support Teacher	1	\$ 4,000.00	year
*ELOP Lead Teacher	1	\$ 35.00	hour (\$18,000 year max)
Family Night Teachers	3	\$ 35.00	hour (3hrsx3events - \$35 max)
Student Event Coordinators (Science Fair, OLF, Spelling Bee, Mock Trial, Battle of the Books,		\$ 300.00	Event (KCSoS event)
Chaperones (Dances/Activities required by District/extended day past 6:00pm)		\$ 50.00	event (2 teachers per event)
Overnight / CampKEEP Teacher (Senior Night)	1	\$ 200.00	night (up to \$1,000)
HS Theatre Play	1	\$ 300.00	One Event (up to 1 per semester)
After School Tutoring		\$ 35.00	hour
Home/Hospital Teaching		\$ 35.00	hour
Summer School Teaching		\$ 35.00	hour
After School Clubs		\$ 35.00	hour
Period Subbing		\$ 35.00	hour
Independent Study Contract Prep (If needed)		\$ 35.00	hour
Football Gate/Door Duty		\$ 50.00	event
Basketball Gate/Door Duty		\$ 35.00	event
Volleyball Gate/Door Duty		\$ 25.00	event
Baseball/Softball Gate/Door Duty		\$ 25.00	event
Official Scoreboard/Timer		\$ 25.00	event
Sport Announcer		\$ 25.00	event
PBIS / Family Resource		hourly rate	4 hours per week @ 2 hrs/day for school year
SPED Programs LEAD		\$ 7,500.00	year
TEAMS Lab Lead		\$ 35.00	hour
Tutoring	3	\$ 35.00	hour (2days/wk @ 2hrs/day)
WASC Coordinator	1	\$ 3,100.00	year
Yearbook Advisor	2	\$ 500.00	year
Zero/8th Period Class		\$ 35.00	hour (5days/wk @ 2 hours per day)