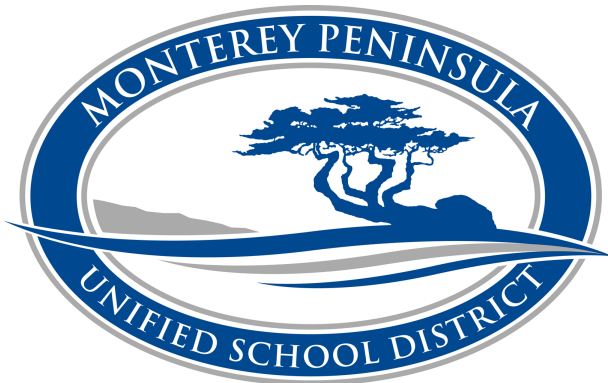


**Monterey Bay Teachers Association
and
Monterey Peninsula Unified
School District**



**Master Contract
2023-2026**

MBTA Ratification Date: December 15, 2023
Board Approval Date: February 13, 2024

Preface

The work on this master contract began in 2001 with the hard work of several MBTA negotiating teams and several management teams. The teams worked diligently and conscientiously to ensure that the contract would reflect what would be in the best interest of all parties.


It is with hope that all members of our District will use this document in the spirit and intent in which it was written. We recognize that people will raise questions and concerns regarding the meaning of the language. If you have any questions or concerns regarding the interpretation or meaning of the language, please feel free to contact your MBTA President or the Assistant Superintendent of Human Resources.

MBTA and MPUSD are committed to making this new contract work to the mutual benefit of all. MBTA and MPUSD want people to work together with a common goal of working in a collaborative and supportive manner to ensure not only the success of our students but all the adults who serve them.

Sincerely,

DocuSigned by:

0BBC4A1CE179415...

DocuSigned by:

771C0C859082427...



Nicola Long, MBTA President
Kisha Ferguson, MBTA Chief Negotiator
Dr. Manuel Nuñez, Assistant Superintendent of Human Resources

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AGREEMENT

- A. THIS IS A BINDING, BILATERAL AGREEMENT, hereinafter referred to as the “Agreement” by and between the MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District,” and the MONTEREY BAY TEACHERS ASSOCIATION; CTA/NEA hereinafter referred to as the “Association.”

- B. The term “Agreement” as used herein means the written agreement provided under Section 3540 (h) of the Government Code.

- C. The term of this agreement shall be for a period of three years 2023-2024, 2024-2025 and 2025-2026.

I. RECOGNITION

- A. The District recognizes the Association as the exclusive representative for the following certificated employees (temporary, probationary and permanent): Teachers, Counselors, Nurses, Speech and Language Pathologists, Psychologists, and Librarians (excludes Management, Confidential Employees, Supervisory, and Substitutes).

II. EMPLOYEE RIGHTS

- A. The District and the Association shall not discriminate based on race, color, national origin, religion, gender, sexual orientation, age, disability, marital status, political affiliation, domicile, membership in an employee organization, or participation in the lawful activities of an employee organization with respect to the terms and conditions contained in this Agreement.
- B. All employees shall have the right to become members or participate in legitimate activities of employee organizations. Conversely, all employees shall have the right not to become members of, nor to participate in, such organizational activities.

III. ORGANIZATIONAL SECURITY

- A. The District shall deduct from the pay of unit members and pay to the Association fair share dues, as required by law. The District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. Deductions for unit members who are hired after the commencement of the school year shall be prorated to complete payments by the end of the school year.
- B. The Association shall, by September 1 of each year, notify the District, in writing, as to the amount of the dues to the MBTA/CTA/NEA.
- C. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing no less than fifteen (15) days after submission.
- D. The Association shall provide any information needed by the District to fulfill the provisions of this Article.
- E. The Associate shall have the exclusive right to collect dues provided for in this article. Union membership shall fall under the purview of the Association. In the event a unit member wishes to revoke their membership, the District shall refer them to the Association.
- F. Access to Bargaining Unit Members
 - 1. Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, salary and benefits.
 - 2. The District shall schedule any new bargaining unit member orientations for all newly hired bargaining unit members to take place during the new bargaining unit member's contract day, as set forth below.
 - 3. The District shall provide written notice of the date, time and location of all bargaining unit member orientation meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible but no less than forty eight (48) hours, unless otherwise agreed.
 - 4. For the beginning of year group orientation, the District will provide the Association with at least thirty (30) minutes of uninterrupted time to communicate with bargaining unit members. This time will be either before or after the lunch break, and the Association may use part of the lunch break if desired. District administration may excuse themselves during Association time.
 - 5. For employees hired after the start of the school year, the site Principal and MBTA President will coordinate to schedule a thirty (30) minute meeting, during the first ten workdays, between the new employee and the MBTA President and/or CTA Representative. This meeting shall take place during the new employee's contract day.

6. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.
7. At the beginning of the school year, the following new bargaining unit member information shall be delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than thirty (30) days after the first day of the contractual work year:
 - a. Name
 - b. Home Address
 - c. Phone Numbers - work, home and cellular
 - d. Personal (non-District) Email Addresses
 - e. School Site
 - f. Grade Level/Assignment
 - g. Date of Hire
 - h. Seniority Date
 - i. Full time Equivalent (FTE) status
 - j. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
 - k. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)
8. In addition, on September 30 and January 30 every school year, the District shall deliver to the Association president the following information in digital Excel format for all bargaining unit members, provided that such information is provided to the District:
 - a. Name
 - b. Home Address
 - c. Phone Numbers - work, home and cellular
 - d. Personal (non-District) Email Addresses
 - e. School Site
 - f. Grade Level/Assignment
 - g. Date of Hire
 - h. Seniority Date
 - i. Full time Equivalent (FTE) status
 - j. Status (i.e., Probationary, Permanent, Temporary, etc.)
 - k. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)
 - l. Indication of any Unit Member on Leave of Absence
 - m. An indication of whether the District is deducting dues for membership
9. Nothing in this Article shall require the District to provide employee contact information if the employee has requested in writing that their personal information not be provided.
10. This shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.

IV. SALARIES

The Salary Schedule is attached as Exhibit A, pending any other legal outcome that may alter this schedule.

A. Initial Placement.

1. Experience outside of the Monterey Peninsula Unified Schools shall be evaluated by the Assistant Superintendent of Human Resources or designee. Newly hired bargaining unit members initially hired by the District on or after July 1, 2018, will be placed on the salary schedule based upon one (1) step for each full year of public or accredited private school teaching experience up to a maximum total of twenty-six (26) years prior service credit.- Credit shall be given to the employee for certificated experience in a public or private school grades Transitional Kindergarten through Grade 12, while possessing a preliminary or clear credential.
2. Permanent teachers who have taught for the Monterey Peninsula Unified School District and who leave for reasons other than dismissal may, upon being re-employed by the District, within a period of thirty-nine (39) months, be reinstated in the step and column on the salary schedule which they attained, or in accordance with letter A above, whichever is higher.
3. **Educational Units.**
 - a. Units submitted for salary credit must be upper division units from an accredited college/university after the award date of the bachelor's degree in academic areas related to the employee's credential and/or professional advancement. Acceptable units shall be determined by the Assistant Superintendent of Human Resources or designee. An employee may obtain advance written approval from the Assistant Superintendent of Human Resources or designee to ensure that unit credit will be granted.
 - b. Effective July 1, 2014, when an individual graduates from an all-inclusive program in which a BA is conferred with a teaching credential, the Assistant Superintendent of Human Resources or designee shall review the transcript to determine how many units may be used towards column placement.
 - c. Units submitted for credit that are lower division units may be accepted if the units are necessary to complete certification of a supplementary authorization or to obtain another clear credential.
 - d. All unit credits shall be expressed in terms of semester unit equivalents. One-quarter unit equals two-thirds of a semester unit. One CEU (Continuing Education Unit) equals ten (10) hours or one-half (1/2) semester unit.
 - e. All correspondence courses from a non-accredited college or university and courses from accredited college/university that do not meet the criteria in paragraph C1 through C3 will not be accepted.

B. Salary Advancement.

All changes in salary status of the teacher are dependent upon verification of satisfactory service as reflected in their most recent evaluation. Certificated employees may advance by step and/or column on the schedule as follows:

1. Step Movement.

- a. Certificated employees employed by the District after the start of the school year shall be advanced one step on the salary schedule the next year provided they have served for seventy-five percent (75%) of the days in the school year in a paid status.
- b. Certificated employees who are not serving under a preliminary credential shall not advance beyond Column II (Intern) step 3 of the base salary schedule. Upon receiving a preliminary credential in the area assigned to serve, the employee will be placed on the appropriate step and column effective on the date of the award of the credential.

2. Column Movement.

- a. Certificated staff must submit a minimum of fifteen (15) semester units from an accredited college/university for each column they advance on the salary schedule.
 - b. After initial placement on the certificated salary schedule, certificated staff may submit for approval to the Assistant Superintendent of Human Resources up to six (6) units of staff development toward the fifteen (15) units required for each column they advance. Fifteen (15) staff development hours equates to one (1) semester unit.
 - c. Certificated staff may not exceed a maximum of thirty-six (36) staff development units through the life of the salary schedule depending upon their initial column placement.
 - d. All college/university units and staff development hours must relate to the current assignment, and/or credential area(s) of the employee.
3. A maximum of nine (9) semester hours may be granted for course work taken at a community college or adult school or a combination of both. Priority shall be given to MPUSD adult school classes over adult school classes in other districts.

V. HEALTH AND WELFARE BENEFITS

- A. The District's maximum contribution for each full-time employee enrolled in the District health and welfare insurance shall be as follows:

Medical:	\$8,372.00 Employee Only; \$9,469.00 Employee+1 or +Family
Dental:	\$999.00
Vision:	\$240.00
Life:	\$12.00

This contribution shall be proportionately reduced for employees serving less than a full-year of service. Employees shall not receive cash in lieu of benefits.

1. Employees hired prior to July 1, 1995, and who work fifty percent (50%) or more shall be provided the full District contribution towards health and welfare benefits, as described in Section A., above.
2. Employees hired on or after July 1, 1995 and who work fifty percent (50%) or more shall be provided with a pro rata District contribution towards health and welfare benefits.
3. Employees who work less than fifty percent (50%) shall not be eligible for a District contribution towards health and welfare benefits.
4. Registered domestic partners are eligible for health and welfare benefits to the same extent and subject to the same procedures as spouses.

B. Opt-Outs

1. Effective December 1, 2013, full-time (1.0 FTE) employees shall be required to enroll in the District health insurance, except as outlined below.
 2. An employee may opt-out of health insurance, if the following criteria is met:
 - a. Must be opted out of the District health insurance on November 30, 2013; and
 - b. Must show proof of other insurance coverage.
 - c. The opt-outs referred to in #2 above, may enroll in the health insurance based upon a "qualifying event," as defined by the carrier, or during open enrollment.
 - d. Once enrolled in the District's health insurance, the employee may not opt out at any time in the future.
 - e. Employees shall not receive cash in lieu of benefits.
- C. Employees on Board-approved unpaid leaves of absence shall, at their own expense, have the option to continue to receive District health and welfare benefits.
1. Payment shall be made in accordance with the insurance carrier requirements.
 2. Failure to make timely payments shall result in termination of coverage.

- D. Employees who are released or resign at the end of the school year, shall be entitled to receive the District contribution to health and welfare benefits through July 31 of that year, provided the employee was in paid status for at least seventy-five percent (75%) of the number of school days.
- E. The District shall maintain a Health Plan Committee, which shall include three (3) MBTA members.

VI. GRIEVANCES

- A. **Purpose.** This grievance procedure shall be used to provide an orderly process with the intent to resolve grievances at the lowest possible level.
- B. **Definitions.**
1. A “grievance” is an alleged violation, misinterpretation or misapplication of the express terms of the Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.
 2. A “grievant” is a unit member or the Association.
 3. The “immediate supervisor” is an administrator who assigns, reviews and directs the work of the employee of the District.
 4. A “day” is a working day for the grievant.
 5. A “school year” is defined as the school calendar that is annually adopted by the Board of Education.
- C. **Time Limits.**
1. Every effort should be made to maintain the time limits contained in the grievance procedure, except with the written consent of both parties, to extend the time line for any step.
 2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the procedure may be completed within ten (10) days following the end of the school year unless processing a Level III extends this time period.
- D. **Conference.** In keeping with the parties' commitment to resolve issues prior to the initiation of a grievance, the potential grievant **must** first meet with their immediate supervisor and attempt to resolve the unit member’s issues.
- E. **Level I.**
1. If the conference does not resolve the issues to the satisfaction of the unit member, a grievance may be initiated. A grievance may be initiated no later than fifteen (15) days after the event or circumstances giving rise to the grievance.
 2. A grievance shall be initiated in writing using the Grievance form, and shall be filed with the immediate supervisor.
 3. The grievance shall be a clear and concise statement of the grievance, the specific Article and section(s) allegedly violated, misinterpreted or misapplied, the circumstances giving rise to the grievance, the decision rendered at the conference with the immediate supervisor, the date of the conference, and the specific remedy sought by the grievant.
 4. Within ten (10) days after the filing of the grievance, the immediate supervisor shall investigate and respond with a decision in writing to the grievant using the Grievance form.

F. Level II.

1. If the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal the decision to Level II within five (5) days to the Assistant Superintendent of Human Resources. The grievant shall file a copy of the Level II appeal with the Association.
2. The Level II grievance shall include a copy of the original grievance, the decision rendered at Level I, clear and, concise statement(s) of the reasons for the appeal, and the specific remedy sought.
3. Within ten (10) days, the Assistant Superintendent of Human Resources or designee shall meet with the President or Grievance Officer to resolve the grievance.

G. Level III.

1. If the grievant is not satisfied with the decision rendered pursuant to Level II, they may submit a Level III grievance to the Superintendent.
2. Said request shall be made within five (5) days of the date of the response of the Level II decision.
3. Upon receipt of the Level III grievance, the Superintendent shall request a meeting with the grievant, Association President or designee and the Assistant Superintendent of Human Resources. Within fifteen (15) days of the Level III grievance, the Superintendent shall submit a response to the Association

H. Level IV. Mediation.

1. If the grievant or the Association are not satisfied with the response of the Level III, they may submit a request for mediation services.
2. The District, upon receipt of the request for mediation service shall, within five (5) days, request the services of a mediator through the California State Mediation and Conciliation Services (CSMS).

I. Level V. Arbitration.

1. If the grievant is not satisfied with the results of the mediation, the Association may submit a request for arbitration to the Superintendent.
2. Said request shall be made within ten (10) days of the mediation.
3. Upon written request of arbitration, the Superintendent or designee shall request the CSMS to supply a list of five (5) names. A copy of this request shall be sent to the Association. Within three (3) days of the receipt of the list of five (5) names, the Superintendent or designee and the Association shall either mutually agree upon an arbitrator or notify the CSMS to select an arbitrator in accordance with its rules.
4. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expense shall be borne by the party incurring such expense.

5. The rules of CSMS shall govern the arbitration, subject to any exception(s) which may be stated within this provision (Article VI). The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit their decision to the application and interpretation of its provisions.
6. The arbitrator shall conduct a hearing and submit their findings and award in writing to the Board of Education, the grievant, and the Association. The award of the arbitrator shall be binding on the grievant, the Association, and the District. The award of the arbitrator may, on petition of either the Board of Education or the grievant and the Association, be reviewed by a court of competent jurisdiction in the same manner as a decision made by a hearing officer under Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code. The court, on review, shall determine whether there was sufficient evidence to support the arbitrator's findings and award. The reviewing court may not exercise its independent judgment on the evidence.

J. **Miscellaneous.**

1. If an issue arises at a level above the principal or immediate supervisor, the unit member must schedule a conference with the Assistant Superintendent of Human Resources and, if not resolved within fifteen (15) days of the event which gave rise to the grievance, submit, in writing, the grievance at Level II.
2. **Lack of Response.**
 - a. If the District fails to obtain an extension in accordance with paragraph C.1 above or to respond in writing to an Association grievance within the ten (10) day time limit specified for that level, the Association may notify the Superintendent in writing within five (5) days of the missed deadline. The Superintendent or designee has five (5) days upon receipt of the written notification to respond in writing or the District agrees to accept the Association's position.
 - b. If the District fails to respond in writing to an individual's grievance within the ten (10) day time limit specified for that level, the grievant may appeal the grievance to the next level.
3. **Conference.** Grievants shall have the right to a conference with the responding administrator, upon request, at each level.
4. **Records.** All records of the proceedings shall be retained by the Human Resources Department.
5. **Reprisals.** No reprisals shall be taken by or against any participants in a grievance procedure by reason of such participation.
6. **Representation.** Each party may be accompanied by a representative at each level of the grievance procedure if requested by either party.
7. **Pay.** The grievant and their representative required to be absent from class by reasons of these grievance procedures shall not suffer any loss of pay. Whenever possible, Level I and II grievance proceedings shall occur before or after regular teaching hours.

8. The grievant shall continue to discharge their duties and comply with the direction of the administration until the grievance is resolved.
9. **Time Limitations.** If the grievant fails to appeal in writing within the specified time frame for each of the levels, the response to the grievance shall be deemed final unless otherwise mutually agreed upon for a maximum of a three (3) day extension.
10. **Multiple Grievants.** When the same grievance is filed by two or more individuals, the Association shall be responsible for processing the grievance with no more than two (2) such grievants with the grievants being provided release time for processing such common grievance. The procedure shall not supersede an individual grievant's right to process a grievance without Association intervention as set out in (1) above up to, but not including, arbitration.

VII. SAFETY CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their safety as defined by CAL/OSHA rules and regulations.
- B. Alleged violations of safe work conditions shall be reported in writing to the employee's immediate supervisor. The immediate supervisor shall notify the employee of the action taken within two (2) work days. If the immediate supervisor does not respond, the alleged violation may be processed as a grievance to Level II only. The employee may submit such alleged violation to the appropriate administrative agency, such as CAL/OSHA.
- C. Each employee shall, upon request, be provided access to a lockable space within the vicinity of their working station for the storage of necessary personal belongings.
- D. Employees shall immediately report incidences of threats of assault, battery, robbery or menace suffered by them within the course and scope of their employment to the principal or immediate supervisor. The incident shall be reported in writing. The form for reporting such offenses shall be made available to the employee immediately upon request. As used in this article "within the scope of their employment" shall include any authorized activities, such as field trips.
 - 1. The principal or their designee shall report incidents of assault, battery, robbery, or menace by any adult or juvenile, at least, but not limited to, the local law enforcement agency. The principal, upon request, shall inform the employee of action they have taken.
 - 2. The District shall pay the depreciated cost, less any insurance reimbursement, for clothing or other apparel damage (eye glasses, hearing aids, dentures, watches, articles necessarily carried by the employee) as a result of an assault or battery upon the employee and the report was filed in writing to the appropriate law enforcement agency.
 - 3. Payment for clothing or other apparel damaged shall be made within fifteen (15) working days of the time the employee reports the damage in writing.

VIII. CLASS SIZE

A. **Class Size Reduction.** The District shall participate in the statutory class size reduction program provided it is funded by the State.

1. The District and the Association agree to the “collectively bargained alternative class size ratio” listed below for the Local Control Funding Formula (LCFF) Class Size Reduction (CSR) program.
2. School site averages at each of the District’s elementary school sites shall not exceed a student teacher ratio of:
 - a. TK and Kindergarten: 24:1
 - b. Grades 1-3: 25:1
 - c. Grades 4-5: 28:1
3. The calculation of the school site average ratio of students to teachers shall be calculated as required by the California Department of Education (CDE) or similar state agencies.
4. If State guidelines are modified or interpreted in a manner that causes the District to incur a CSR penalty, then the parties agree to meet and renegotiate the change.
5. In the event that the State no longer provides funding for full LCFF/CSR funding, the provisions of Article VIII, Section B., shall apply and the parties agree to meet and renegotiate the impact.

B. **Elementary Class Size.**

1. At the beginning of the school year (beginning with the 2009-10 school year), the District shall be allowed ten (10) school days to balance classes. If class size exceeds 32 students after that ten (10) day period has passed, the teacher, Principal and Association Site Representative shall meet and confer within three (3) working days regarding the placement of the 33rd student. If the class size exceeds 32 regular education students after the ten (10) day period has passed, the teacher shall be paid one quarter of the amount that would be paid to a day-to-day substitute for one (1) day for each five (5) consecutive school day period (after the ten (10) day period for balancing classes) in which the class exceeds 32 students.
2. The District shall redirect students to avoid exceeding 33 students in a class. If redirect is not possible, the teacher shall be compensated as specified above. Class sizes shall not exceed 34 after the time period has expired for balancing classes.
3. The District will make every effort to limit combination classes at elementary sites. If no teacher voluntarily accepts an assignment to teach a combination class, the administrator shall rotate the assignment whenever possible.
4. The District’s participation in class size reduction is dependent on state funding. If funding from the state for class size reduction is discontinued, the staffing ratio for grades K-3 shall become 30.5 to 1.

5. Teachers who have class sizes in excess of 32 students shall be permitted an extended parent conference period.

C. TK-8 Schools

1. The parties agree that teachers employed at TK-8 schools shall enjoy all rights identified for elementary (TK-6) teachers in the Monterey Peninsula Unified School District and Monterey Bay Teachers Agreement, unless modified in the Section.
2. At the beginning of the school year (beginning with the 2022-2023 school year), the District shall be allowed ten (10) school days to balance classes. If the class size exceeds 32 students after that ten (10) day period has passed, the teacher, Principal and Association Site Representative shall meet and confer within three (3) working days regarding the placement of the 33rd student. If the class size exceeds 32 regular education students after the ten (10) day period has passed, the teacher shall be paid one quarter (1/4) of the amount that would be paid to a day-to-day substitute for one (1) day, for each five (5) consecutive school day period after the ten (10) day period for balancing classes (in which the class exceeds 32 students.)
3. The District shall redirect students to avoid exceeding 33 students in a class. If the redirect is not possible, the teacher shall be compensated as specified above (item #2). Class sizes shall not exceed 34 after the time period has expired for balancing classes.
4. The District will make every effort to limit combination classes at the TK-8 levels. If no teacher voluntarily accepts an assignment to teach a combination class, the administrator shall rotate the assignment whenever possible.
5. Class sizes for Grades TK-5 shall be in accordance with Section A and Section B.4. Class sizes for Grades 6-8 shall be:
 - Grade 6: 30:1
 - Grade 7: 30:1
 - Grade 8 :30:1
6. For special subjects (P.E. music, art, etc.) release teachers class sizes should match class size for the applicable grade level. The total number of contacts should not exceed the maximum PE contacts for the applicable instructional day (meaning six period = 240 contacts, seven period=288 contacts, etc).

D. Secondary Schools: Six Period Day.

1. At the beginning of the school year (beginning with the 2005-06 school year), the District shall have twenty (20) school days to balance classes. If total daily student contacts (or a prorated number per class section) exceed 190 in academic classes or 240 in Physical Education classes after the time period has passed for balancing classes, the teacher, Principal, and Association Site Representative shall meet and confer within five (5) working days.
2. If total daily student contacts exceed the numbers in Paragraph C.1. above for five (5) consecutive school days after the time period has expired for balancing classes, the teacher shall be paid one quarter (1/4) of the amount that would be paid to a day-to-day substitute for one day for each five (5) consecutive school day period (after the twenty (20) day period for balancing classes) in which the class exceeds the limits.

Definition of a Student Contact: A teacher's interaction with a single student which involves recording the student's attendance for an assigned period, preparing daily lessons appropriate to the course being taught, and providing grade and assessment feedback to students and parents. This definition will not apply to the Flex Day in the Middle School Flex Schedule noted in Section of contract below.

3. Student Contacts.

- a. Academic department classes: Math, English, Science, Social Science, Visual and Performing Arts, and World Languages.

Total daily student contacts – 190. Compensation as defined in paragraph C.1. above shall be provided at 191 and 192; total daily student contacts over six periods shall not exceed 192.

- b. P.E. classes.

Total daily student contacts - 240. Compensation as defined in paragraph C.1. above shall be provided at 241 and 242; total student contacts over six periods shall not exceed 242.

4. Career Technical Education.

When industrial equipment is a part of the curriculum, the class size will not exceed 33 students in any single class section.

5. Other classes.

Class size and total student contacts in any Visual and Performing Arts, Student Leadership Courses, Academic, Portfolio, Combination Level Classes and Independent Learning (including but not limited to TAs), will be determined by a written agreement between the site administrator, teacher, and an MBTA representative. If an agreement is not reached, the total daily student contacts will be subject to the provisions of Paragraph 3.a. above.

6. Split Assignments.

The student contacts for a split assignment will be determined by calculating the proportional number of student contacts according to the number of periods for P.E. and for academic department classes.

- a. For example, if a teacher has three periods of P.E. and two periods of Math, the calculation will be as follows: 240 (total student contacts for P.E.) divided by 5 (number of periods with students) times 3 (number of periods teaching P.E.) = **144**. 190 (total student contacts for math) divided by 5 (number of periods with students) x 2 (number of periods teaching math) = **76**. Therefore, the total daily number of student contacts in this scenario is $144 + 76 = 220$ **Student Contacts**.
- b. Also, for example, if a teacher has four periods of P.E. and one period of Math, the calculation will be as follows: 240 (total student contacts for P.E.) divided by 5 (number of periods with students) times 4 (number of periods teaching P.E.) = **192**. 190 (total student contacts for math) divided by 5 (number of periods with students) times 1 (number of periods teaching math) = **38**. Therefore, the total daily number of student contacts in this scenario is $192 + 38 = 230$ **Student Contacts**.

- c. By mutual agreement between the teacher and site administrator students designated as teacher's assistants shall not be included in the total student contact count.

E. Secondary Schools: Seven Period Day.

1. At the beginning of the school year (beginning with the 2005-06 school year), the District shall have twenty (20) school days to balance classes. If total daily student contacts (or a prorated number per class section) exceed 222 in academic classes or 288 in Physical Education classes after the time period has passed for balancing classes, the teacher, Principal, and Association Site Representative shall meet and confer within five (5) working days.
2. If total daily student contacts exceeds numbers in Paragraph D.1. for five (5) consecutive school days after the time period has expired for balancing classes, the teacher shall be paid one quarter (1/4) of the amount that would be paid to a day-to-day substitute for one (1) day for each five (5) consecutive school day period (after the twenty (20) day period for balancing classes) in which the class exceeds the limits.

3. Student Contacts.

- a. Academic department classes: Math, English, Science, Social Science, Visual and Performing Arts, and World Languages.

Total student contacts - 222. Compensation as defined in paragraph D.2. above shall be provided at 223 and 224; total student contacts over seven periods shall not exceed 224.

- b. **P.E. classes.**

Total student contacts - 288. Compensation as defined in paragraph D.2. above shall be provided at 289 and 290; total student contacts over seven periods shall not exceed 290.

4. Career Technical Education.

When industrial equipment is a part of the curriculum, the class size will not exceed 33 students in any single class section.

5. Other classes.

Class size and total student contacts in any Visual and Performing Arts, Student Leadership Courses, Academic, Portfolio, Combination Level Classes, and Independent Learning (including but not limited to TAs), will be determined by a written agreement between the site administrator, teacher, and a MBTA representative. If an agreement is not reached, the class size and total student contacts will be subject to the provisions of 3.a above.

6. Split Assignments.

The student contacts for a split assignment will be determined by calculating the proportional number of student contacts according to the number of periods for P.E. and for academic department classes.

- a. For example, if a teacher has three periods of P.E. and three periods of Math, the calculation will be as follows: 288 (total student contacts for P.E.) divided by 6 (number of periods with students) times 3 (number of periods teaching P.E.) = **144**. 222 (total student contacts for math) divided by 6 (number of periods with students) times 3 (number of periods teaching math) = **111**. Therefore, the total daily number of student contacts in this scenario is $144 + 111 = 255$ **Student Contacts**.
- b. Also, for example, if a teacher has five periods of P.E. and one period of Math, the calculation will be as follows: 288 (total student contacts for P.E.) divided by 6 (number of periods with students) times 5 (number of periods teaching P.E.) = **240**. 222 (total student contacts for math) divided by 6 (number of periods with students) times 1 (number of periods teaching math) = **37**. Therefore, the total daily number of student contacts in this scenario is $240 + 37 = 277$ **Student Contacts**.
- c. By mutual agreement between the teacher and site administrator students designated as teacher's assistants shall not be included in the total student contact count.

F. High Schools: Eight Period Day.

1. An Eight Period Day may consist of a straight eight (8) periods or any other configuration of eight (8) periods. The configuration may vary from site-to-site. Also, the District may have an Eight Period Day at one site but not at others. The District may discontinue the Eight Period Day. If this occurs, the District will notify MBTA prior to implementing an alternative schedule. The parties shall meet to negotiate the effects.
2. At the beginning of the school year, the District shall have twenty (20) school days to balance classes. If the total student contacts over the eight (8) periods (or a prorated number per class section) exceed 222 in academic classes or 288 in Physical Education classes after the time period has passed for balancing classes, the teacher, Principal, and Association Site Representative shall meet and confer within five (5) working days.
3. If total daily student contacts exceeds numbers in Paragraph E.2 for five (5) consecutive school days after the time period has expired for balancing classes, the teacher shall be paid one quarter (1/4) of the amount that would be paid to a day-to-day substitute for one (1) day for each five (5) consecutive school day period (after the twenty (20) day period for balancing classes) in which the class exceeds the limits.
4. **Student Contacts.**
 - a. **Academic department classes:** Math, English, Science, Social Science, Visual and Performing Arts, and World Languages.

Total student contacts – 222. Compensation as defined in paragraph E.3., above shall be provided at 223 and 224; total student contacts over eight periods shall not exceed 224.

b. **P.E. Classes.**

Total student contacts – 288. Compensation as defined in paragraph E.3., above shall be provided at 289 and 290; total student contacts over eight periods shall not exceed 290.

5. **Career Technical Education.**

When industrial equipment is a part of the curriculum, the class size will not exceed 33 students in any single class section.

6. **Other Classes.**

Class size and total student contacts in any Visual and Performing Arts, Student Leadership Courses, Academic Portfolio, Combination Level Classes and Independent Learning (including but not limited to TAs), will be determined by a written agreement between the site administrator, teacher and an MBTA representative. If an agreement is not reached, the class size and total student contacts will be subject to the provisions of 4 above.

7. **Prep Time.**

Prep time and case work periods shall be in accordance with Article X., Section L.3.

8. **Split Assignments.**

The student contacts for a split assignment will be determined by calculating the proportional number of student contacts according to the number of periods for P.E. and for academic department classes.

- a. For example, if a teacher has three periods of P.E. and three periods of Math, the calculation will be as follows: 288 (total student contacts for P.E.), divided by 6 (number of periods with students) times 3 (number of periods teaching P.E.) = **144**. 222 (total student contacts for math) = **111**. Therefore, the total daily number of student contacts in this scenario is $144 + 111 = \mathbf{255 \text{ Student Contacts}}$.
- b. Also, for example, if a teacher has five periods of P.E. and one period of Math, the calculation will be as follows: 288 (total student contacts for P.E.), divided by 6 (number of periods with students) times 5 (number of periods teaching P.E.) = **240**. 222 (total student contacts for math) divided by 6 (number of periods with students) times 1 (number of periods teaching math) = **37**. Therefore, the total daily number of student contacts in this scenario is $240 + 37 = \mathbf{277 \text{ Student Contacts}}$.
- c. By mutual agreement between the teacher and site administrator, students designated as teacher's assistants shall not be included in the total student contact count.

G. **Student Support Services**

The District will make every effort to maintain the caseloads as set forth below:

1. Speech and Language Pathologist (SLP, Elementary Level and Secondary Level: an average of 55 (inclusive of an average of 5 RTI cases);
2. Speech and Language Pathologist (SLP, Early Childhood: 40 (inclusive of an average of 5 RTI cases; and

3. SLP caseloads that include Special Day Class (SDC) Mild/Moderate and Moderate/Severe shall be reduced proportionally at the discretion of the SLP Lead.

Anything beyond the above-noted averages must be approved by the Senior Director of Special Education. Further, if over the above averages, the Senior Director of Special Education or designee will meet with the SLP Lead to consider appropriate accommodations.

H. **Counseling Staffing.**

1. **Middle School / K-8.** There shall be one (1) counselor per each middle school.
2. **Senior High School.** The student-to-counselor ratio shall be 466:1. High school sites which exceed these numbers by 233 students shall receive an additional half-time counselor.

I. **Adult School.** Adult school student-teacher staffing ratio shall be established along the following patterns:

1. Each Regular Adult School Class – The number of student hours per total teacher hours to equal twelve (12) or more.
2. Total E.S.L. Adult School Classes – The number of total student hours per total teacher hours to equal twelve (12) or more.
3. Such determination shall be made by the end of the fourth (4th) week of each semester.
4. If the ratio calculations under D. 1 or 2 above do not equate to twelve (12) or more students per teacher, the District may cancel the class(es) with two (2) weeks notification.

J. **Miscellaneous.**

1. Advisory Period: Middle or High School - If a site has an Advisory period which meets one day per week or less, the contacts in the Advisory period will not count towards the total student contacts referenced in this Article. Advisory periods that meet one day per week or less, shall not exceed 32 students.
2. The total daily student contacts for teachers who teach less than the number of periods defined as full-time for their school site will be prorated by the number of sections they teach.
3. If a teacher's schedule includes classes that are subject to different total daily student contact limits, (e.g. academic and physical education classes), the total daily student contacts will be prorated in each area.
4. If the District determines it is necessary to buy out a prep period, one period shall be equal to: .167 of per diem for a six period day; .1429 of per diem for a seven period day; .125 of per diem for an eight period day.
5. **Room Assignments.** When additional certificated staff is authorized after the beginning of the school year and a regular classroom is not available, other options may be utilized in order to reduce the adult-pupil ratio. The principal, the affected teacher(s), and a representative of the Monterey Bay Teachers Association shall meet to consider the options and arrive at a resolution.

IX. EVALUATION

A. Overview.

1. It is understood and agreed that the MPUSD/MBTA evaluation process is based on growth and improvement. It is a dynamic process which includes self reflection, personal goal setting and professional, collegial interactions to promote growth and development. The overarching goal is to improve instruction, student outcomes, and to engage in professional growth. The California Standards for the Teaching Profession (CSTPs) are the basis for the MPUSD/MBTA Core Teaching Continuum and Evaluation Tool. Although not explicitly stated, the CSTPs are embedded within these overarching content areas of the tool: Culture of Learning, Essential Content, Academic Ownership, Demonstration of Learning, and Professional Learning and Communication. Administrators are responsible for evaluation of all employees and are expected to follow orderly methods of identifying strengths and deficiencies through the use of the MPUSD Core Teaching Continuum.
2. Employees who are not engaged in direct classroom instruction of students shall be referred to in this article as “non-instructional” employees and shall be evaluated based upon their job description.
3. Evaluation of employees shall be in accordance with the following process that is continuous and comprehensive throughout the year.
4. All deadlines included within this evaluation provision, except statutory deadlines, may be extended by mutual agreement.
5. The forms used to implement the evaluation process shall reflect the provisions of the article and shall be attached as exhibits to this Master Contract and shall be available on the District website. In addition, the immediate supervisor shall provide the employee with one copy of the evaluation packet at the **goal setting and self-assessment conference**.
6. During the first four (4) weeks of pupil attendance, the evaluator shall hold a staff meeting to review the evaluation procedures with all staff, distribute, and explain copies of all evaluation forms.

B. Basis of Evaluation for Instructional Employees.

1. By September 30 of the year in which the evaluation is to take place, the evaluator and evaluatee shall meet and mutually agree to the components upon which the evaluation is to be based. The MPUSD Core Teaching Continuum Self-Assessment will be used for this purpose.
2. Each employee shall be responsible for the implementation and assessments of the District approved curriculum and Common Core State Standards according to their respective grade level and/or subject matter. Each employee shall provide appropriate instructional techniques and strategies to provide each student the opportunity to access the core curriculum to insure academic progress.
3. Each employee shall be assessed on their performance as it reasonably relates to the progress of students toward the standards of expected student achievement established by the governing board and state adopted academic content standards as measured by state adopted criterion referenced assessments.

4. Each employee shall be responsible for maintaining control and a productive environment in the area under their supervision.
5. Each employee shall maintain appropriate and effective professional relations with staff, students, parents, and the community.
6. Each employee shall perform and complete reasonable adjunct duties. Adjunct duties shall be considered as part of the evaluation. Adjunct duties are defined as non-instructional duties and responsibilities, including supervisory and advisory duties.

C. Evaluation Process for Instructional Employees.

The MPUSD Core Teaching Continuum Self Assessment is used to describe and assess teacher performance across five performance areas:

1. Culture of Learning: Are students engaged in the work of the lesson from start to finish?
2. Essential Content: Are students working with content aligned to the appropriate standards for their subject and grade?
3. Academic Ownership: Are students responsible for doing the thinking in this classroom?
4. Demonstration of Learning: Do students demonstrate that they are learning?
5. Professional Learning and Communication: Am I engaged in professional and ethical strategies and actions that contribute to a positive learning culture for all?

a. Self Assessment and Goal Setting

All certificated staff will self-assess in all of the areas in the MPUSD Core Teaching Continuum. Staff will formally assess using the continuum in the fall and in the spring.

i. There are 4 components to the Goal Setting process for staff on the evaluation cycle:

1. Self-Assessment using MPUSD Core Teaching Continuum
2. Areas of Focus Self Assessment Summary
3. Administrator Informal Observation
4. MPUSD Core Teaching Continuum Goal Setting Tool

ii. There are 2 components to the Goal Setting process for staff not on evaluation cycle:

1. Self-Assessment using MPUSD Core Teaching Continuum
2. Optional Informal Observation

b. Observation Process (Formal and Informal)

i. Employees will receive 4 informal observations and 2 formal observations.

c. Summary Evaluation

i. The Summary Evaluation Tool captures growth over time, the teacher's performance over the year, as well as provides areas of focus for continued growth.

d. Growth Plan (if applicable).

1. All Employees.

- a. All evaluations for instructional staff shall be preceded by the required classroom observations for each category of employee. For the purposes of this article, a formal observation of at least (twenty-five) 25 minutes in length shall be conducted during instruction rather than testing or study.
- b. All teachers need to be in the overall "Developing" descriptor for each evaluated performance area at the end of each school year and must be reflected on the Summary

Evaluation. Overall rating for each Performance Area on the Summary Evaluation is based on multiple formal (at least two (2)) and informal (at least four (4)) observations

- c. All employees will be evaluated on three focus areas during the year and one (1) of them will be Professional Collaboration and Communication, which will be ongoing throughout the year and will emphasize professional relationships, communication and positive working relationships
- d. The first formal observation will be announced, and the staff must be provided with written notice ten (10) working days prior to the observation date and time. For announced observations, administrators will meet with the teacher in a Pre-observation meeting and collaboratively complete the pre-observation tool. The Pre-observation meeting will take place between the notification and actual observation.
- e. The formal observation form shall be completed and reduced to a written summary which shall be shared with the employee within ten (10) school days.
- f. Employees shall receive a copy of their Summary Evaluation on or before the end of the employee's last workday in the month May, except as provided in section C.3.E. The Summary Evaluation shall be either hand delivered or emailed to the employee
- g. No later than the last day of instruction, all post evaluation conferences shall be completed. The employee may submit a written response to their evaluation within ten (10) working days of the post evaluation conference. The written response shall be attached to the evaluation as part of the official record.

2. Permanent Employees.

- a. Permanent employees shall be evaluated at least every other year and will select two (2) areas of focus from the MPUSD Core Teaching Continuum tool.
 - (1) The evaluator and the employee may mutually agree to an evaluation schedule of at least every five (5) years if all of the following are met:
 - i. The employee has been employed by the District for at least ten (10) years.
 - ii. The employee is "highly qualified" as the term is defined in state and federal law.
 - iii. The employee's previous evaluation rated the employee as meeting or exceeding standards.
 - (2) Either the evaluator or the employee may withdraw consent at any time to the five-year (5) evaluation schedule.
- b. No later than April 15th at least two (2) formal observations shall be completed for permanent employees. At least one (1) of the observations shall be announced. A post-observation conference shall be scheduled. If an employee receives an overall rating of Minimally Effective or Ineffective on an observation, the Observation Form shall include recommendations for improvement.
- c. No later than May 15th, a 3rd observation shall be completed for permanent employees who receive an overall rating of Minimally Effective or Ineffective on their second observation.

- d. Permanent employees who receive an overall rating of Minimally Effective or Ineffective on their summary evaluation shall meet with the immediate supervisor and jointly develop a Professional Growth Plan and shall be evaluated in the subsequent year.
- e. Permanent employees who receive an overall rating of Minimally Effective or Ineffective on their evaluation shall be referred to the Peer Assistance and Review (PAR), if the program is still operational.
- f. If a permanent employee is transferred to a different assignment or to another site, the employee may be evaluated during that school year. A Professional Growth Plan remains in place unless jointly modified by the new site administrator and the employee.

3. Probationary Employees.

- a. Probationary employees shall be evaluated at least once a year during their probationary period. They will select two (2) areas of focus from the MPUSD Core Teaching Continuum tool, to include Culture of Learning.
- b. For employees hired after the 15th day of the school year, a timeline shall be mutually developed by the evaluator and evaluatee that allows for reasonable deadlines for the observations and evaluations.
- c. By the end of January, at least two (2) formal observations and post-observation conferences shall be completed for probationary employees. The second observation should be no earlier than five (5) working days after the first post-observation conference. If the employee receives an overall rating of Minimally Effective or Ineffective on an observation, the Observation Form shall include recommendations for improvement.
- d. No later than February 1, a third observation and post-observation conference shall be completed for probationary employees who received an overall rating of Minimally Effective or Ineffective on their second observation.
- e. Probationary employees who are recommended for non-reelection shall receive a Summary Evaluation by the last working day of February.
- f. Probationary employees who receive an overall rating of Minimally Effective or Ineffective on their evaluation shall meet with the immediate supervisor and jointly develop a Professional Growth Plan and shall be evaluated in the subsequent year.
- g. Failure to comply with the evaluation procedures shall have no effect on the District's decision to non-reelect an employee.

4. Temporary Employees.

- a. Temporary employees who have served three (3) years in the same or similar position shall be evaluated at least every other year. They will select two (2) areas of focus from the MPUSD Core Teaching Continuum tool, to include Culture of Learning.
- b. All other Temporary employees shall be evaluated at least once a year. They will select two (2) areas of focus from the MPUSD Core Teaching Continuum tool, to include Culture of Learning.
- c. No later than March 1st, at least two (2) observation and post-observation conferences shall be completed for temporary teachers. If a Temporary employee receives an overall rating

of Minimally Effective or Ineffective on an observation, the Observation Form shall include recommendations for improvement.

- d. No later than April 15th, a 3rd observation and post-observation shall be completed for temporary employees who received an overall rating of Minimally Effective or Ineffective on their second observation.
- e. Temporary employees whose contracted time will be less than seventy five percent (75%) of the school year shall not be subject to provisions of this article. However, the administrator may complete observations and provide feedback regarding their performance.

D. Non Instructional Employees.

1. Section C.1., does not apply to Non-Instructional Employees. All procedures and timelines for Non-Instructional Employees are included in this Section (D).
2. Each employee shall be responsible for maintaining control and a productive environment in the area under their supervision.
3. Each employee shall maintain appropriate and effective professional relations with staff, students, parents and the community.
4. Each employee shall perform reasonable adjunct duties. Adjunct duties shall be considered as part of the evaluation. Adjunct duties are defined as non-instructional duties and responsibilities, including supervisory and advisory duties.
5. Non-instructional employees are defined as certificated employees who are not assigned to a classroom, such as, counselors, nurses, speech therapists, Psychologists and academic coaches. Non-instructional employees shall have their performance reviewed in accordance with their job description.
6. During the course of the school year, the administrator and the employee shall meet at least twice to discuss the performance goals of the employee as it pertains to the job description. The first meeting shall occur between September 1 and September 30 of the year in which the evaluation is to take place. The second meeting shall occur no later than February 1. A summary of the meeting shall be provided to the employee outlining areas of satisfaction and areas needing improvement. The Summary Conference form shall be submitted to the employee within ten (10) school days of the conference. Signatures of the employee and the appropriate administrator are required.
7. No later than the last working day of May, a Summary Evaluation shall be provided to the employee.

X. WORKDAY

A. Except for Children's Center and Preschool teachers, the workday for full-time employees shall be for a period of seven and one-half (7.5) hours and shall include the Board of Education's approved instructional time, teacher duty-free lunch, and the appropriate recess periods prescribed by law. The workday at each school shall begin and end at the same time for all employees assigned to that school. Exceptions may be based upon the following:

1. Educational program needs as determined by the principal with the advice of those staff members affected.
2. **Optional Period Day – Teacher Assignment.**
 - a. Within the seven and one-half (7.5) hour workday, a high school teacher's assignment may begin with a "0" period assignment or end with a "7th" "8th" or "9th" period assignment. In either case, the assigned periods shall be consecutive.
 - b. Prior to assigning a teacher to an optional period, the principal shall first seek qualified volunteers.
 - c. A teacher shall not be involuntarily assigned an optional period in excess of two (2) semesters in a three-year (3) period.
 - d. A teacher shall not be assigned more than five (5) teaching periods in six (6) consecutive periods.
3. Educational program needs of the Vocational Ed/R.O.P. program, as determined by Administration.

B. The Workday.

1. The workday for half-time employees shall be for a period of three and three quarter (3.75) hours.
2. At secondary schools with five (5) teaching periods, an employee may work half time for two (2) consecutive semesters in the same school year, the employee shall be assigned three (3) periods of instruction for one half ($\frac{1}{2}$) of the assignment, and two (2) periods of instruction plus one (1) preparation period for the other half of the assignment. If the employee is employed half-time for one (1) semester per year, then the employee shall be assigned three (3) periods of instruction.
3. An Adult Education teacher shall earn a full year's service credit in the State Teachers Retirement System (STRS) if they work thirty (30) hours per week for thirty-six (36) weeks or one thousand eighty (1,080) hours per year.

C. Vocational Education/R.O.P.

Vocational Education/R.O.P. instructors who teach less than full-time and are required to attend meetings outside of that employee's regular workday shall be paid hourly for the extra time.

1. Full-time employees shall have a duty-free lunch period of not less than thirty (30) consecutive minutes per day.

2. It is expressly understood that unit members are required to remain on site beyond the time described in A. and B. above to discharge their professional responsibilities, which shall include but are not limited to, meetings with students, parent conferences, IEP meetings, Student Study Team (SST) meetings, 504 meetings, IEP meetings and Language Review Teams (LRT), insofar as scheduling the frequency and duration thereof are not arbitrary, capricious, or without good cause. Reasonable efforts will be made to equitably distribute attendance of these meetings among general education teachers
3. Vocational Education/ROP instructors are expected to perform the same professional responsibilities as K-12 teachers.
4. Site administrators may allow unit members to leave at the end of one of the instructional days during the week of Back-to-School Night and Open House. Unit members shall not be required to remain later than 8:15 p.m. for Back-to-School Night and Open House.

D. School Meetings.

1. Definition of “Meeting”: For the purposes of this section shall include any required group meeting called by the principal or their designee(s) or a District administrator, that is designated as a faculty, departmental, grade-level, curricular, professional development/in-service meeting or training, that is held at the work site. “Meeting” does not include District-wide professional development.
2. Elementary and Middle School: Unit members shall be available after the regular daily schedule to attend required school meetings no more than two (2) days per month as provided in section 7 below. Such meetings shall begin within fifteen (15) minutes after the completion of the scheduled workday and shall not exceed one hundred (100) minutes per meeting. No required meetings shall be held on Wednesday and Friday afternoons unless agreed upon by a majority vote of all staff members.
3. High School: If a school site elects to meet once a week, the meeting shall not exceed (60) minutes. If they elect to meet twice a month the meetings shall not exceed one hundred (100) minutes. This decision shall be made by a majority and confidential vote prior to the start of the school year. No required meetings shall be held on Wednesday or Friday afternoons unless agreed to by a majority vote of all staff members.
4. All unit members are responsible for checking and reading their District email on a regular basis. Site or District administrators may utilize email to convey information in lieu of holding a meeting, or to provide relevant information prior to a meeting.
5. With concurrence of the majority of the staff and the site administrator, school meetings may be held before the start of the school workday or during lunch, excluding thirty (30) minutes of duty-free time. Such meetings shall be in lieu of one or more of the required after school meetings.
6. Unit members assigned to high schools may be required to attend a school meeting on Wednesdays in order to meet with an accreditation team.
7. In the event of critical need, unit members may be required to attend staff meetings on any workday, with less than one (1) days’ notice. Examples of critical need include, but are not

limited to, environmental hazards, student or civil unrest, criminal activity, or other serious events of the same magnitude.

8. A schedule of required meeting dates will be communicated to staff at the beginning of each semester (two (2) weeks after the student start date and by two (2) weeks after the student start date from the winter holiday break). The content of meetings and professional development will be created by the principal or designee in collaboration with the Instructional Leadership Team (ILT). No other staff meetings, training or professional development shall be required outside of the two (2) meetings per month unless there is a determined critical need outlined by the district or school site.

E. Professional Learning Communities (PLC's)

1. The weekly school schedule will provide an extended period of time for teachers to meet collaboratively in Professional Learning Communities. This time is intended for teachers to grow professionally, build a collaborative, student focused culture, study data and improve outcomes for all students. PLC's will regularly engage in collective inquiry, problem solving and reflection about teaching and learning. Research based and observable best practices will be used to create learning experiences so that all students learn at a high level. Teaching and learning will be viewed as a collective responsibility built on shared knowledge and common assessments with vertical and horizontal articulations between and among grade levels. Leadership is shared between administration and teachers.

2. Annually, the Superintendent or Designee shall provide areas of focus appropriate for PLC time. The site Instructional Leadership Team (ILT) shall determine the schedule of these topics based on the need of the staff and students at each site.

3. PLC's may be organized as site level, district-wide, content specific, interdisciplinary, vertical and or grade level teams. Meetings may be held at other sites or locations.

4. PLC time is NOT for activities such as staff meetings or department meetings.

Schedule should be reviewed monthly by the Principal and ILT to ensure that subject matter has been presented and staff has the opportunity to review and revise as needed.

- F. Association meeting may be held after 3:00 p.m. on teacher orientation/preparation and teacher workdays. Eight (8) additional Association meetings may be held during the workday at a time which is mutually agreeable to principal and building representatives.

- G. **Exclusions.** The principal shall be permitted to grant exceptions to workday for the following activities:

1. District or school-related activities or assignments and/or professional growth activities.
2. Medical and dental appointments that cannot be arranged before or after the workday.
3. Emergency family responsibilities.

H. Student/Parent/Teacher Conferences:

1. **Elementary/Middle/TK-8:** The purpose of conferences is to provide structured time for unit members and parent/guardian or student communication about student progress, learning, goals and how to partner to support the needs of our students. These conferences can be parent-led, teacher-led, or student-led, and the district reserves the right to determine

the format of these conferences as long as unit members are notified before the start of the first student day of school.

- a. All unit members will hold three (3) conference sessions with specific dates designated by the district: within the first two (2) months of school, a fall conference, and a spring conference.
 - b. For the back to school connections or any student-led experience conferences, middle school teachers will be meeting with their advisory students or families. For academic conferences teachers will meet with their subject matter rostered students.
 - c. Seven (7) early release days will be scheduled for the back to school connections conference. All other conference sessions will be five (5) early release days. If instructional minutes change, the number of days will be revisited.
 - d. On at least one (1) out of the five (5) days, the conferences will take place in the evening hours (such as 5:00pm-7:00pm) in order to accommodate families' schedules. (School sites will choose their "late" evening by majority vote). During these scheduled days, unit members have the right to leave after dismissal of the last group of students and must return prior to the start of conferences.
 - e. All unit members will document scheduled conferences.
 - f. Bargaining unit members have the right to leave after dismissal of the last group of students on the last day of conferences, provided that all conferences have been completed, or attempted, and documented.
2. **High School:** The purpose of conferences is to provide structured time for unit members and parent/guardian or student communication about student progress, learning, goals and how to partner to support the needs of our students. These conferences can be parent-led, student-led, or teacher-led and the district reserves the right to determine the format of these conferences as long as unit members are notified before the start of the first student day of school.
- a. All unit members will hold two conference periods with specific dates designated by the district within the first semester and/or second semester.
 - b. At least one (1) day will take place in the evening hours (such as 5:00pm-7:00pm) in order to accommodate families' schedules. During these scheduled days, unit members have the right to leave after dismissal of the last group of students and must return prior to the start of conferences.
 - c. All unit members will document scheduled conferences.

I. Preparation Time.

1. Elementary.

- a. Classroom teachers in TK-6 schools and TK-8 schools shall be provided four hundred twenty (420) minutes of unencumbered time during the normal seven and one half (7.5) hour workday every ten (10) days of instruction. Such time shall be in no less than .5 hour segments; shall occur before students arrive or after students leave; and shall be designated

as “teacher preparation time.” Scheduling of preparation time may vary from teacher to teacher and from school to school. It may change within any given quarter, semester, or year, depending on need. Prep time shall be used for work related duties, including, but not limited to, preparing lesson plans, meeting with students, contacting parents, grading assignments, research, and curriculum pacing.

Teachers will be not required to conduct after-school duty, non-emergency meetings, workshops, adjunct duties, facilitated planning, professional development, or any non-work related tasks during prep time. Bargaining Unit members at each site can vote by site majority to start any of the two (2) monthly one hundred (100) minute staff meetings during this time. If this option is selected it is understood prep time would not equate to four hundred twenty (420) minutes, as outlined in the previous paragraph.

IEP meetings will be scheduled during contracted hours to the greatest extent possible, depending on parent and IEP team availability. General education teachers are responsible for attending IEP meetings for all students with IEPs. If the general education must attend more than fifteen (15) IEPs that run after the instructional day, the teacher will be paid at the negotiated teacher hourly rate for the portion of the meeting that occurs after the instructional day, starting with the 16th meeting. Additionally, any IEP that extends beyond 4:00 pm shall be compensated at the teacher hourly rate for the time spent in the IEP meeting.

- b. A standing committee, representative of certificated employees, shall be established at each elementary school site. Its charge is to fully review and interact with the principal regarding preparation time. Concerns, problems, and amounts of preparation time shall be appropriate subject matter for the committee’s deliberations. The decision of the principal shall be final in all matters pertaining to preparation time.

2. Middle School/High School.

- a. Each regular classroom teacher (grades 7-12 and departmentalized 6th grade) and each special education teacher (grades 7-12 and departmentalized 6th grade) shall be provided a preparation period equivalent to the approved teaching period for each regular school day, excluding minimum days, and days with special school events such as a field trip, assembly, or pep rallies and schools with slip schedules.
- b. In addition, each Resource Specialist (RSP) and Special Day Class teacher (SDC) shall be provided with a casework period. The casework period shall be equivalent to the approved teaching period for each regular school day, excluding minimum days, and days with special school events such as a field trip, assembly, or pep rallies and schools with slip schedules.

3. Secondary Eight Period Day.

- a. Teachers shall receive two (2) periods of Prep Time for every six (6) periods assigned. At least one (1) period of prep shall occur daily. The use of the prep period shall be in accordance with the MPUSD Accountability Guide, Section 3.0, “Professional Responsibilities.”

Teachers who are assigned 1-2 periods shall not receive Prep Time. Teachers shall receive one (1) period of Prep Time if the teacher is assigned three (3) to five (5) periods. Upon mutual written agreement between the District and a teacher assigned exactly three (3) periods, the teacher may work a .375 contract with no Prep Time.

- b. In addition, each Resource Specialist (RSP) and Special Day Class teacher (SDC) shall be provided with one (1) casework period for every eight (8) periods. Depending on the configuration of the Eight Period Day schedule, the case work period may or may not occur on a daily basis.

The use of the case work period shall be in accordance with the MPUSD Accountability Guide, Section 3.0, "Professional Responsibilities." In addition, the parties agree that this time may be used to plan or conduct activities which include but are not limited to the following: IEP assessment, parent and teacher consultations, inclusive of support, transitional planning meetings, and monitoring of student progress.

- 4. Elementary SDC teachers shall be compensated ten (10) hours per month at the teacher hourly rate in lieu of a case prep.

J. Middle School "Flex" Schedule

This section refers to a middle school schedule (which may be six (6), seven (7), or eight (8) periods) with one (1) Flex Day. The Flex Day currently includes an Advisory period, Flex period, a My Path period, and an enriched PE period, and specific course offerings may change over time. No classes during Flex Day are assigned formal grades. Each teacher shall have one (1) prep period allocated during the Flex Day. Flex, Advisory, and My Path period rostered student contacts shall not exceed thirty five (35) per period, except that PE shall not exceed forty eight (48). For the purposes of this section only, a student contact is any student on the teacher's roster.

Advisory students are the same students each day and are only counted once in the calculation. Attendance will be taken and participation feedback will be provided to families at each grading term based on a three (3) point scale: no participation, partial participation and full participation. A level of preparation for each period is required in the Flex Schedule.

A unit member in a flex schedule that is over contacts (as set forth in Article VII) after the twenty 20-day balancing period will be compensated as follows:

- 1-35 students
Each week the teacher shall be paid $\frac{1}{4}$ of the amount of the daily rate that would be paid to a day-to-day substitute for one day.
- 36-70 students
Each week the teacher shall be paid $\frac{1}{2}$ of the amount of the daily rate that would be paid to a day-to-day substitute for one day.
- Overages may not exceed 70 student contacts.

For example a teacher with the following students contacts

* Excludes prep buyouts

A Day	B Day	C Day- Flex	Total Weekly Contacts
88	99	93	280

Sample Calculation:

Total Weekly Contacts minus contracted contacts

280-222= 58 Over Student Contacts

Unit members will receive their compensation on a quarterly basis.

K. Substitution.

1. Remuneration, Secondary.

- a. Unit members shall receive hourly remuneration (.088 of column one step one of the Certificated Salary Schedule A) or their hourly per diem, whichever is greater, when performing substitute duties for other unit members.

2. Classroom Coverage, Secondary.

- a. When a District substitute is not available, the following procedure shall be adhered to, except in those cases when substituting is voluntary on a quid pro quo basis.
- b. Bargaining unit members shall only provide substitute service during their preparation period.
- c. Bargaining unit members whose daily schedule does not include a preparation period shall provide substitute service equivalent to not more than one (1) period per day and shall be compensated as per I., Ia. Remuneration above.
- d. Each site administrator(s) shall compile a list of site bargaining unit members, prior to the first day of instruction of each calendar year, who wish to volunteer to provide substitute service. The volunteer list shall be used on a rotating basis.
- e. A second roster shall be compiled at each site which may include, but not limited to, the following personnel; librarians(s), counselor(s), athletic director(s), teachers on special assignment, teachers with full-time classroom aides at times when students are not present. The order in which personnel is selected from the second roster, to provide substitute service, shall be determined by mutual agreement between the site administrator(s) and the site unit members prior to the first day of classroom instruction of each calendar year. Once the order has been established, the assignment of the substitute service from the second roster shall be on a rotating basis.
 - i. In the event that no site unit member volunteers are available for substituting, personnel from the second roster shall be assigned substitute service.

3. Classroom Coverage, Elementary.

- a. When a District substitute is not available at the elementary level, the following procedure shall be adhered to, except in those cases when substituting is voluntary on a quid pro quo basis.
- b. A roster shall be compiled at each site which may include, but not limited to, the following personnel: librarians, teachers on special assignment, teachers with full time classroom aides at times when students are not present and elementary specialists. The order in which personnel is selected from the roster to provide substitute service, shall be determined by mutual agreement between the site administrator(s) and the site unit members. Once the order has been established, the assignment of substitute service from the roster shall be on a rotating basis.
- c. Each site administrator shall compile a list of site unit members, who wish to volunteer to provide substitute service. The volunteer list shall be used on a rotating basis.

- i. In the event that no personnel from the roster are available for substituting, unit members from the voluntary list shall be assigned substitute service and paid as set forth in section d. below.
- d. Bargaining unit members who are regular classroom teachers (grades TK-5 and self-contained 6th grade) and special education teachers (grades TK-5 and self-contained 6th grade) shall be compensated as follows:
 - i. Unit members shall receive remuneration in the amount of the current short-term substitute pay rate per day when performing substitute duties for another unit members' entire class for a full day.
 - ii. This amount shall be prorated based on the actual amount of time the unit member performs substitute duties during the workday. The prorated amount shall be calculated by dividing the current substitute rate by the number of hours in a full workday as defined in Article X, Section A of this Agreement and multiplying the resulting hourly pay rate by the number of hours spent by the unit member performing substitute duties, rounded up to the nearest hour.
 - iii. If the substituting unit member performs substitute duties for only a portion of the students from another class, the remuneration shall be in accordance with the ratio of the number of students covered, rounded up to the nearest quarter. For example, if the class of the absent unit member has twenty-four (24) students and the substituting teacher takes six (6) of them for the full day, the substituting unit member will receive $\frac{1}{4}$ of the current short-term substitute pay rate.

4. **Compensatory Time.**

- a. As an alternative to receiving hourly remuneration for assigned substituting, a certificated employee may accumulate compensatory time on the following basis:
 - High School - One (1) day of compensatory time is equivalent to five (5) periods of assigned substituting. One-half day (.5) is equivalent to three (3) periods of assigned substituting.
 - Middle School - One day (1) of compensatory time is equivalent to six (6) periods of assigned substituting. One-half day (.5) is equivalent to three (3) periods of assigned substituting.
- b. Elementary School - One day (1) of compensatory time is equivalent to seven and a half (7.5) hours of substitute service. One-half (.5) day of compensatory time is equivalent to 3.75 (three and $\frac{3}{4}$) hours of substitute service.
- c. Twenty-four (24) hours of advance permission is required to take compensatory time. Requests for compensatory time are limited to not more than one (1) day per request.
- d. Bargaining unit members may elect to use compensatory days as additional sick leave days.
- e. Compensatory days may be taken when advance notice is given and a district substitute can be confirmed.
- f. No compensatory day may be taken during the last three (3) weeks of school or the day before or after any holiday or recess period. Any days and/or periods accumulated and not utilized shall be carried over to the following school year only. The employee must

utilize compensatory time earned in one (1) school year by the end of the next school year or lose whatever time is not utilized.

5. **Adjunct duties**

Adjunct duties are defined as non-instructional duties and responsibilities, including supervisory and advisory duties. A standing committee shall be established in each school to address issues and concerns regarding adjunct duties and assignments based on student and site need. The committee shall be composed of a representative group of certificated employees and site administration. The committee shall meet at a mutually agreed upon date within the first two (2) weeks of the current school year. The responsibility of the committee is to work collaboratively in determining the reasonableness of duties and equitability of assignments. In the event the committee cannot mutually agree on equitable assignments, the committee shall recommend to the principal and site representative to meet and resolve the outstanding issues. In the event the issues are not reconcilable, the Assistant Superintendent of Human Resources and the President of MBTA shall review the matter and render a decision which shall be final.

XI. JOB SHARING

- A. **Definition.** Job sharing, for the purpose of this article, is the sharing of one (1) assignment by two (2) employees.
- B. **Eligibility.** Any assignment opening shall be available to permanent, employees who:
1. Qualify for a leave of absence under the Leave provisions of Article XIII, Section P.
- C. **Procedures.**
1. Secure a partner who meets the approval of the immediate supervisor.
 - a. Employees sharing a job with a permanent employee may do so on the following schedule:
 - (1) One (1) semester, full-time;
 - (2) Alternating weeks three (3) days then two (2) days for the year or semester;
 - (a) Jointly agree to share a job; and
 - (b) Make a written application to the Assistant Superintendent of Human Resources.
 - (c) The Human Resources Department will provide each interested teacher with the District's Job Sharing packet dated July 30, 1981. The packet contains the District's guidelines and examples of the needed written forms.
 2. Application for a job-sharing assignment shall be accepted from the last full school day of the third quarter or subsequent contract years.
 3. Application shall include a determination of which employee's job is being shared. A written plan for the job sharing assignment shall delineate the responsibilities of each employee. The plan shall also include a provision pertaining to the way in which the partners shall substitute for one another when leave is taken under Article XIII, Sections A-H. Each employee shall communicate their plan to the supervisor responsible for the evaluation of the job sharing assignment for their review and approval prior to submission to the Assistant Superintendent of Human Resources.
- D. **Approval.** Approval shall be granted upon the recommendation of the Board of Education.
- E. **Duration of Assignment.** Each job-sharing assignment shall have duration of one (1) year. Each employee shall notify, in writing, the Assistant Superintendent of Human Resources by March 1, of their desire to return to full-time employment or to continue the job-sharing assignment. Renewal of the assignment shall be based upon the recommendation of the supervisor and the Superintendent subject to the approval of the Board of Education.
- F. **Compensation.** Each employee shall be compensated on a pro-rata basis consistent with the part-time nature of the job sharing assignment. The employee's part-time salary shall be that proportionate share of their regular salary had they remained a full-time employee. The employee working half-time or more shall advance on the salary schedule in the same manner had they been working full-time. The employee working less than half-time shall receive one-half year's credit for advancement on the salary schedule.

G. **Health and Welfare Benefits.** Each employee shall receive the same health and welfare benefits granted to a full-time employee.

Effective July 1, 1995, each employee who is job sharing for the first time shall receive the same health and welfare benefits granted to part-time employees as defined in Article V. of this contract.

H. **Substitute Teaching.** In situations where one (1) of the employees involved in a job-sharing assignment is absent, the other employee sharing said assignment shall make every reasonable effort to perform substitute teaching duties for their colleague as indicated in the approved application. Substitute teacher pay shall be in accordance with the District-approved Substitute Salary Schedule for day-to-day substituting. If the substituting extends beyond two (2) consecutive weeks, the employee shall be paid their regular teacher pay beginning with the first day of the substituting period.

I. **Reinstatement.** Employees sharing a job are considered on leave of absence for that portion of the work year not fully employed. The employee sharing another employee's position is not entitled to reinstatement in their partner's position and is subject to the provisions of Article XIII, Section P.12 of the Master Contract.

XII. RETIREMENT

- A. **Retirement.** The Board of Education shall establish procedures for retirement under this Article.
- B. **Recognition.** Any unit member who retires after a career in education may be entitled to retirement recognition. The District shall recognize retirees annually.
- C. **Applicability.** Sections D and E below do not apply to hourly and Adult Education employees.
- D. **Medical Benefits Walk-Away.**
 - 1. **Requirements.** Employees requesting to participate in the medical benefits walk-away shall meet the following requirements:
 - a. the unit member must be at least fifty-five (55) years of age.
 - b. The employee must retire under STRS or PERS within one hundred twenty (120) calendar days.
 - c. The employee must be a certificated unit member of the District for five (5) years preceding their resignation and retirement.
 - 2. **Description of Medical Benefits Walk-Away.** Effective July 1, 2013, those employees who participate in the health and welfare walk-away may retire with health and welfare benefits paid by the District as follows:
 - a. **Medical.** The District shall contribute toward medical benefits the amount that the District contributes for an active employee at the time of retirement. In the event the District contribution is increase for active employees, the retirees shall receive seventy five percent (75%) of the annual increase.
 - b. **Dental.** The District shall contribute toward dental benefits the amount that the District contributes for an active employee at the time of retirement. In the event the District's contribution is increased for active employees, the retirees shall receive fifty percent (50%) of the annual increase.
 - c. **Vision.** The District shall contribute toward vision benefits the amount that the District contributes for an active employee at the time of retirement. In the event the District's contribution is increased for active employees, the retirees shall receive fifty (50%) of the annual increase.

All District-paid benefits indicated in a., b. and c., shall discontinue upon retiree reaching sixty-five (65) years of age or becoming eligible for Medicare, whichever comes first. When District-paid benefits are discontinued, the retiree may continue such benefits at their expense and may also include dependents at their expense. However, such continuance is subject to benefit carrier approval.

E. Reduced Workload.

1. **Qualifications.** Employees who are members of STRS may be granted permission by the Board of Education to reduce their workload from full-time to one-half time and maintain full-time status for retirement purposes if they meet the following requirements.
 - a. Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Employees in the program who reach the age of sixty-five (65) during the school year may continue through that year.
 - b. Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full-time employment.
2. **Limitations.**
 - a. Individual participation in the program is limited to a period of five (5) years.
 - b. The number of participants shall be at the discretion of the Board of Education limited by the availability of 1/2 time positions. The District is not obligated to split assignments to accommodate for Willie Brown.
 - c. The option of half-time employment may be exercised only at the request of the employee and can be revoked only under unusual circumstances and with mutual consent of the employer and employee.
 - d. The agreement or contract for one-half time service shall be executed by the member and employer in writing, prior to the period of reduced school year, or before the beginning of the second half of the school year.
 - e. At the end of the five (5) year period or age sixty-five (65), whichever occurs first, the participant agrees to resign or retire. If eligible, the employee may participate in the Medical Benefits Walk-Away.
3. **Definitions.** Half-time shall be the equivalent of one-half of the number of school days of service per year. The employee must submit a work calendar.
4. **Salary.** The employee's half-time salary shall be one-half the salary had they remained a full-time employee. Employees participation in the program shall advance on the salary schedule in the same manner had they been working full-time.
5. **Benefits.** The participating employee's health and welfare benefits shall remain the same as received by a full-time employee unless prohibited by insurance carrier. For example, the employee shall be granted full-day sick leave credits even though working half-time and shall be deducted for a full-day sick leave for any half-day sick leave absence.
6. **Retirement.** Participating employees and the District shall contribute to STRS as if the employee were full-time.

7. An employee who is interested in participating in the program shall notify the Human Resources Department no later than March 15. The Human Resources Department shall schedule a meeting with each employee on or before May 31, to discuss a mutually agreeable program for the employee.
8. No employee shall be required to participate in the Reduced Workload Program.
9. Upon request, the Human Resources Department shall provide the Association with a list of the employees who shall be participating in the Reduced Workload Program.
10. Any mandatory legislated changes to this program shall be deemed to be incorporated into this article.

XIII. LEAVES

A. Leaves of absence shall be consistent with the State Law and the Education Code. Board approval is required for the granting of a sabbatical leave and for any leave without pay which shall be over thirty (30) days' duration.

B. Sick Leave.

1. Sick leave shall be accumulative from year to year with no limit.
2. **Transfer of Sick Leave.** Within six (6) months of the date of their employment by the District, it shall be the employee's responsibility to transfer their allowable accumulated sick leave credits from the preceding district. An extension to twenty-four (24) months may be made in special cases. The District shall notify the employee in writing of their responsibility to obtain and transfer of such leaves. The transfer shall be completed when the District receives a written statement of verification from the preceding district of employment.
3. **Schedule.** Employees shall be entitled to a leave of absence from illness with full pay according to the following schedule:
 - a. School Term 10 days of sick leave
 - b. School Term plus 10 days of service 10.5 days of sick leave
 - c. School Term plus 20 days of service 11 days of sick leave
 - d. School Term plus 30 days of service12 days of sick leave
 - e. School Term plus 40 days of service 12 days of sick leave
 - f. Twelve-month basis 12 days of sick leave
4. **Report of Absence.** Any employee absent because of illness or injury on or before the first day of the succeeding month shall file the appropriate absence report with immediate supervisor. The absence report shall be signed by the immediate supervisor for verification. The District may require written verification of illness or injury by a physician.
5. **Salary Deduction for Absence.** If absence is reported and no verifying statement is filed or if such absence does not qualify for a leave with pay, the employee shall be notified as soon as possible and a deduction shall be made on the monthly salary within two (2) pay periods. The deduction shall be based upon the employee's per diem pay.
6. **Absence Due to Illness or Injury in Excess of Accumulated Sick Leave.** During each school year, when employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of illness or injury for an additional period of five school months, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due them for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill their position during their absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had one been employed. (Ed. C. 44977)

C. Attendance Incentive/Reward Plan (AIRP).

1. Eligibility.

- a. All full-time employees who are members of the State Teachers' Retirement System (STRS) are eligible for additional sick leave credit.
- b. All full and part-time Children's Center and Preschool teachers who are members of the Public Employees' Retirement System (PERS) are to be eligible for additional sick leave.

2. Incentive.

- a. Full time employees who, by the end of the school year, have not used more than a total of four (4) days of personal necessity leave and sick leave combined, shall be credited with five (5) additional days of sick leave. Part-time employees assigned to a position which is half-time or more for a school year shall be credited with two and one-half (2 1/2) days.
- b. Full-time employees shall receive a maximum of five (5) days in any single year.
- c. Part-time employees shall receive a maximum, of (two and one-half) 2 1/2 days in any single year.

3. Notification.

- a. All regular (K-12), Children's Center, Adult Education and Preschool employees who qualify for the incentive shall be notified by the end of the first quarter of the new school year. A list will be distributed to each school site.

4. Credit.

- a. The rewarding of the appropriate number of additional sick leave days will be made to all eligible employees by the tenth (10th) day of October of the following school year.

D. Personal Necessity Leave.

Personal Necessity Leave is defined as follows:

1. Acceptable reasons for taking personal necessity leave shall include, but not limited, to personal difficulties, legal business, household or family matters which require absence during working hours.
2. Employees shall be allowed one (1) day personal necessity leave with pay not chargeable to sick leave and an employee may use up to seven (7) days of their earned sick leave in any one (1) school year, for personal necessity.
3. The employee shall be required to secure advance permission from their immediate supervisor for all personal necessity leaves except for the following:
 - a. Death or serious illness of a member of their immediate family.

- b. Accident, involving their person or property, or the persons or property of their immediate family.
4. It shall be the responsibility of the employee to provide proof of the personal necessity day if required by the Assistant Superintendent of Human Resources.

E. Bereavement Leave.

Five (5) days of leave with pay shall be granted for the following reasons: death of a spouse, son or daughter, mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and son-in-law, daughter-in-law, brother or sister of the employee or any relative or person living in the immediate household of the employee.

F. Maternity, Paternity, Adoption-Leave.

1. **Disability Due to Maternity.** Employees shall be entitled to utilize sick leave (including five (5) month substitutes deduct pay if needed) for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth, and recovery therefrom, as provided for and to the extent established in E.C. 44965, 44977, and 44978.
2. The length of the leave of absence (temporary disability) including the date of which the leave shall commence and the date for which the employee shall resume duties, shall be provided to the District by the employee's physician.
3. The manner of reporting absence for a temporary disability resulting from pregnancy, etc., shall be the same as the manner of reporting sick leave except as noted above.
4. Leaves of absence for reason of 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, shall be consistent with the Education Code section 44977.5. Any additional leave not covered by Education Code section 44977.5 may be granted in accordance with the Leaves Without Pay section of this contract.

G. Jury Duty.

1. Leave with pay shall be granted to employees called for jury duty.
2. An employee who received a jury summons shall notify the District pursuant to the established procedure for reporting an absence.
3. At the conclusion of jury duty, the employee shall submit to the Human Resources Department a statement from the Jury Commissioner's Office specifying the dates and times served by the employee.
4. Payment shall be made to the Monterey Peninsula Unified School District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

H. **Witness Leave.**

1. A leave with pay shall be granted to employees subpoenaed to appear as a witness (not as a litigant) in a court of law or to appear before another governmental agency in response to an official order.
2. An employee requesting such a leave shall submit a copy of the subpoena or official order to the Human Resources Department of the document, the employee's name, job classification, and appearance date.
3. At the conclusion of the appearance, the employee shall submit to the Human Resources Department a verified statement, specifying the dates and time the employee appeared.

I. **Staff Consultant Leaves.**

1. When employees are requested to serve as consultants outside the District and when this necessitates absence from the District during normal workdays, prior approval for a consultant leave with pay shall be obtained from the Assistant Superintendent of Human Resources, on a standard form furnished by the District. Approval shall be granted on the basis of the benefit to the District and that there shall be no cost incurred to the District, (including use of District controlled transportation, office supplies, secretarial and/or clerical help, time, etc).
2. When substitutes are needed it shall be the responsibility of the employee to work with the requesting district to provide the cost for substitute in advance.
3. Staff members may retain honorariums received.

J. **School Visitation.** Leaves of absence for the purpose of studying or visiting other schools, without loss of pay, may be granted by the Assistant Superintendent of Human Resources.

K. **Sabbatical.**

1. Sabbatical leave of absence is a privilege accorded to qualified employees and is provided for in the California Education Code (sections 44962 - 44975). The sabbatical leave of absence shall not exceed one (1) year and shall be for the purpose of permitting study or travel by the employee in an area related to the applicant's field of work and which shall benefit the schools and pupils of the District.
2. **Qualification for Sabbatical Leave.** An employee who has completed seven (7) years of continuous service with the District, who plans to improve their professional competence by travel or study, shall be eligible for consideration for either a one-semester or one-year sabbatical leave depending upon their standard of service, and their intent to meet the other requirements concerning sabbatical leave.
3. **Limitations.** Sabbatical leaves to begin within three (3) years of the applicant's retirement date shall not be approved.
4. **Accumulative.** Sabbatical leaves shall not be accumulative.
5. **Extent and Distribution of Leaves.** The number of employees on sabbatical leave shall not exceed one (1) percent of the employees covered by this Agreement.

6. **Seven Years Service Requirement.** An employee may apply for sabbatical leave only if they have completed seven (7) consecutive years of service in the District prior to the proposed commencement of the leave. Qualifying service shall be construed as seventy-five (75) percent of the days of service days for each school year.
7. **Application for Sabbatical Leave.** An employee who wishes to apply for a sabbatical leave shall submit an application by February 1 to the Assistant Superintendent of Human Resources in writing on appropriate forms and giving such information as the District may require.
8. **Selection.** In the event more applications are received than can be granted, selection shall be made by the Board on recommendation of the Superintendent. Applicants shall be notified by the Human Resources Department no later than one (1) week after Board Action. Board Action shall be taken no later than May 1.
9. **Compensation While on Sabbatical Leave.** Any employee accepting sabbatical leave shall enter into a written agreement with the Board. The written agreement shall specify the method of salary payment. It shall also provide that in the event the employee resigns from the District before completion of the necessary service after expiration of the sabbatical, they shall reimburse the District. The amount of reimbursement shall be proportionate to the unfulfilled period of service. If the commitment is completed, no reimbursement to the District shall be required.
10. **Payment.** The fifty (50) percent salary granted to an employee on a sabbatical leave may be paid in either of the following methods, at the option of the employee:
 - a. The employee may elect to receive pay in the regular manner providing the employee files suitable indemnifying bond with the District guaranteeing a period of service following the sabbatical.
 - b. An employee granted a six-month sabbatical may elect that the salary payment be made in a lump sum following the year of post sabbatical service. An employee granted a one-year (1) sabbatical may elect the salary payments to be made in two (2) lump sums, one (1) following each year of post sabbatical service.
11. **Absence from the Service of the District as Granted by the Board for:**
 - a. Sabbatical leaves shall be deemed a break in service toward seniority and shall not be included as service in computing the seven (7) consecutive years of service required.
 - b. A nationally recognized fellowship or foundation for research, teaching or lecturing approved by the State Board of Education for a period of not more than one (1) year shall not be deemed a break in the continuity of service required and shall be included as a year of service in computing the seven (7) consecutive years of service required.
 - c. Unpaid leaves of absence shall not be included in computing the required seven (7) consecutive years of service.

12. **Benefits.** Sick leave credits shall not be accrued or taken nor shall other fringe benefits be granted to employees on sabbatical leave except the proration of retirement contributions and the appropriate movement (if any) on the salary schedule. The District shall pay only the medical benefit premiums for the employee while on sabbatical leave. If the employee desires dependent coverage for medical benefits or any other health and welfare benefit coverage while on sabbatical leave, they may do so at the employee's expense.
13. **Return to Service.** The employee who is granted a sabbatical leave shall agree to return to the District for a period of service equal to twice the period of the leave.
14. **Sabbatical Leave for Study.** Sabbatical leave for study may include:
 - a. Study in residence at a university or college: a minimum of nine (9) units of graduate work or twelve (12) units of undergraduate work each semester while on leave, and the course of work shall be planned to achieve some objective.
 - b. Study on a special project or research problem which may be substituted for the unit requirements of the in-residence study if approved in advance by the employee's principal or supervisor and the Board of Education.
15. **Sabbatical Leave for Travel.** Employees on sabbatical leave for travel should remain in travel status three (3) months for each semester of leave granted. The program that the employee intends to follow while on leave should include a proposed itinerary and a statement concerning the proposed objectives of the travel.
16. If the employee so requests, the District shall make every reasonable effort to place the employee returning from a sabbatical, in a position directly related to the educational objective of the sabbatical leave.
17. An employee returning from a sabbatical leave shall be considered a member of the staff of the school to which they had been previously assigned, and, as such, be subject to the provisions for Reassignment and Transfer.
18. **Retirement Deductions.** Sabbatical leave shall be considered as time in the service in the District for salary schedule purposes and for retirement purposes. Retirement deductions shall be made in proportion to the salary received. The employee may receive full-time service credit for the sabbatical leave period providing they pay to the system additional contributions as required by the Education Code.
19. **Reports of Completion.** Upon completion of the sabbatical, and within sixty (60) days of the employee's return to duty, the employee shall submit one (1) of the following to the Human Resources Department:
 - a. Transcripts of record of in-residence study.
 - b. Written report of study in a special problem or research study.
 - c. Written report of work experience plus any evidence of completion of business or industrial schooling.
 - d. Written report setting forth the employee's reaction to the trip taken, and a statement of the benefits derived from it.

20. **Non-Compliance of Sabbatical Leave.** In the event it is determined by the Board of Education that the intent of the sabbatical leave plan was not fulfilled or was only partially fulfilled, the Board may take action to financially penalize the employee in full or on a pro-rata basis.

L. Fellowship/Scholarship

1. An employee who has received a scholarship/fellowship or similar grant for summer work which shall provide an ultimate benefit to the District, shall be granted a leave with pay for the days necessary to report to or return from the scholarship/fellowship destination, if such leave is necessary. Such leave shall not exceed five (5) days, in the aggregate, in one (1) calendar year.
2. The employee requesting leave with pay under this article shall:
 - a. Present documentary evidence of the scholarship/fellowship received, as well as a statement describing the program to be undertaken.
 - b. Request for leave must be submitted no later than May 1 to the Human Resources Department, except in those cases where notification by the granting agency has not been received.
 - c. Present documented evidence concerning the necessity for early departure or late arrival.
 - d. Attend to or arrange for all responsibilities of the employee's class or assignment prior to departure.

M. Industrial Accident.

1. An employee who is absent from duty because of an injury or illness, which is covered by the District's Workers' Compensation Program, shall receive their full salary from the first day of absence. The employee's "full salary" shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code.
2. The leave shall not exceed sixty (60) working days in any one (1) fiscal year for any one (1) accident. During the sixty (60) day period, the employee shall endorse their Workers' Compensation disability checks for payment to the District. Following the sixty (60) day period, the employee shall continue to endorse their disability checks for payment to the District and shall continue to receive compensation from the District equal to their regular daily salary. However, during this period, the District shall deduct earned sick leave and vacation credits from the employee's account equal to the difference between the employee's regular salary and their disability check. This procedure shall continue until the exhaustion of all such credits. Following the exhaustion of such credits, the employee shall retain their disability checks.
3. Normal authorized deductions, including retirement contributions, shall be deducted from all District warrants issued to the employee on a disability leave.

4. **Accumulative.** The industrial accident leave is not accumulative from year to year. If the industrial accident absence overlaps into a new school fiscal year, the employee shall have only that amount of leave which was not used in the prior year for the same accident.
5. **Periods of Absence.** Periods of absence caused by industrial accidents shall not be considered a break in service. During such periods of leave, the employee shall have the right to return to their position when able to do so.
6. **Permission to Leave the State.** During the absence due to industrial accident, the employee shall remain in California unless the Board grants them permission to leave the state.
7. **Attendance at Workers' Compensation Hearing.** An injured employee and other pertinent employees may attend the injured employee's hearing concerning an appeal of a Workers' Compensation Insurance Claim. These employees shall attend without loss of pay.

N. **Military.** Employees shall be entitled to such leaves of absence with pay and other benefits as are provided in Division II, Part I, Chapter VII of the Military Veteran's Code, Section 389.

O. **Catastrophic Leave.**

1. Any eligible member of the bargaining unit who is a permanent employee suffering from a catastrophic illness or injury may request donations of unused sick leave.
2. Such catastrophic illnesses or injuries include, but are not limited to stroke, kidney failure, heart attack, cancer, AIDS, other major incapacitating disease, recovery from major surgery, or incapacitation as a result of severe automobile or other accident and recovery therefrom.
3. An eligible bargaining unit member with a catastrophic illness or injury who has exhausted all accrued fully paid sick leave, may file a request for donated unused sick leave with the Assistant Superintendent of Human Resources.
4. Upon written verification by a physician describing the incapacitating nature and probable duration of the illness or injury, members of the bargaining unit shall be invited to donate accrued sick leave.
5. The Assistant Superintendent of Human Resources or designee shall determine:
 - a. That the requesting employee is unable to work due to the catastrophic illness or injury, and
 - b. That the employee has exhausted all accrued paid leave.
6. Upon verification as required above, the Assistant Superintendent of Human Resources or designee shall approve the transfer of donated accrued sick leave.
7. After all earned sick leave has been utilized, the employee may elect to accept donated sick leave under either of the following options:
 - a. Utilize up to five months of substitute deduct (differential) sick days, then utilize donated (fully paid) sick days, or

- b. Utilize donated (fully paid) sick days and substitute deduct (differential) sick days concurrently. If they elect this option, donated sick days shall be factored in to differential sick days to the extent that full pay is granted to the individual until such time as the donated days run out, at which point they will go on to substitute deduct for the remainder of those days. If donated time remains, it shall be utilized at the level of full pay.
8. Members of the bargaining unit may donate not less than one day, or more than two days, of accrued sick leave for an individual request for catastrophic illness or injury leave. All transfers of eligible sick leave credit shall be irrevocable.
9. To ensure that members of the bargaining unit retain sufficient accrued sick leave, donors shall not reduce their accumulated sick leave to fewer than twenty (20) days.
10. Employee authorized sick leave donations shall be applied in the following manner:
 - a. The District shall initiate to utilize one (1) day of donated sick leave beginning with the certificated employee donor who has accumulated the greatest amount of unused sick leave. The District shall then utilize one (1) day of donated sick leave from the employee with the next greatest amount of accumulated unused sick days and repeat the process until the number of days equates to those necessary to complete the balance of the current school year. If, through the initial process of deducting one (1) day from each donor employee does not meet the number of days necessary to complete the current school year, the District shall begin the same process by utilizing another accumulated sick day from those donor employees who chose to donate two (2) days of sick leave.
 - b. If there are more sick days donated than needed to meet the amount necessary to complete the current school year, the remaining unused sick days shall be returned to the remaining employees who have donated sick leave days.
 - c. If an employee donates sick leave, they can still qualify for the Attendance Incentive Award because the donated sick days will be taken from the beginning sick leave balance and will not be considered days taken from the current school year.

P. Leaves Without Pay.

1. The Board, upon recommendation of the Superintendent, may approve leave of absence without pay when there is a definite intent upon the part of the employee to return at the end of the designated period.
2. **Cause for Leave Without Pay.** Leave of absence without pay may be approved for travel, for study, for research, teaching or lecturing under a nationally recognized fellowship or foundation approved by the State Board of Education; for teaching in the American Armed Services Dependent Schools overseas; for job sharing; for illness or convalescence; for family care; for work experience (the number of leaves for work experience shall be limited to two (2) percent of the District's certificated staff); for political activities; for serving in an elected governmental office; for rest; for joining the Peace Corps; or for professional activities.

3. **Length of Absence.** A leave of absence without pay may be granted up to a period of one (1) year, except in the case of child rearing where two (2) years may be approved. Extension of a one (1) year leave may be granted for an additional year at the discretion of the Board. Petition for extension shall be on file March 1.
4. **Eligibility.** An employee shall have permanent status before a leave of absence is granted, except as specified herein.
5. **Probationary Employee Eligibility.** A probationary employee may, during the first or second year of service in the District, request a leave of absence without pay for the following year. The leave may be granted for study, for maternity, for family responsibility, for illness or convalescence, or for job sharing.
6. **Extent and Distribution.** Each request for leave of absence shall be evaluated on its own merits, the Board's decision being based upon the best educational interest of the District. Under some circumstances, necessary limits may be set upon the extent and distribution of leaves actually granted.
7. **Frequency of Leaves.** After two (2) years of service following a leave, an employee may request another leave of absence without pay. Under unusual circumstances an employee may request another leave of absence within two (2) years.
8. **Request for Leave.** The applicant shall notify their principal or immediate supervisor of their intention to apply for leave without pay for the succeeding school year by February 1, and shall submit a request for leave from the Human Resources Department by February 15. The deadline dates may be waived in the event that there were mitigating circumstances beyond the employee's control.
9. **Notice of Return.** During the period of absence while on leave without pay the employee shall notify the Human Resources Department by March 1 of their intent to return to the District for the following school year.
10. **Rights and Benefits.** There shall be no financial compensation during leave of absence without pay, but other rights and benefits such as tenure, sick leave, salary placement, and retirement, which were accumulated during prior service in the District, shall be retained.
11. **Continuity of Service.** Leaves of absence shall not constitute a break in the continuity of service in the District but such leaves shall not be considered a year of service.
12. **Reinstatement.**
 - a. An employee returning from a leave of absence of up to one (1) year shall be considered a member of the staff of the school to which they had been previously assigned, and, as such, be subject to the provisions of the Reassignment and Transfer provision of this Agreement.
 - b. An employee returning from a leave that has been renewed for a second year shall, for assignment purposes, no longer be considered a member of the staff of the school to which they had been assigned before going on leave.

Q. Family Care Leave (FMLA/CFRA). An employee shall be granted family care leave without pay for the serious illness of an eligible family member pursuant to the requirements of the Family Medical Leave Act and the California Family Rights Act.

R. Association Leave.

1. The District shall grant full time release to the President of MBTA during their term of office. The term of leave shall constitute continuous employment in the District and the person on leave shall be entitled to all salary and benefits granted to full time employees. Compensation during the leave shall include all contributions required of the District for an employee. The employee shall earn full service credit during the leave and shall pay the member's contributions as prescribed by law. MBTA shall reimburse the District on a quarterly basis for eighty percent (80%) of the total compensation (salary, health benefits, and mandatory statutory benefits) of the employee released. The District shall pay the remaining twenty percent (20%). Upon completion of the term of office, the MBTA President shall have the right to return to the previous assignment provided that assignment has not been eliminated. Assignment at the elementary level shall be defined as a return to the previously assigned grade level; secondary assignment shall be defined as the same department, course, and grade level previously assigned. In the event the previous assignment has been eliminated or the employee declines to return to the previous assignment, then the employee may exercise their involuntary transfer rights by selecting an assignment from the first posted vacancy list.
2. Association representatives, other than the President and State Association Officer, shall be granted up to ten (10) days annually for Association purposes. The Association shall pay the District the cost equivalent of a substitute.
3. Each State Association Officer shall be granted up to twenty (20) days release time annually. Additional release time may be requested of the Superintendent by each State Association Officer. The Association shall pay the District the cost equivalent of a substitute.

S. Exchange Teaching Leave.

1. The District may grant at its discretion, an exchange teaching leave, at full pay according to the provisions of the Education Code, upon verification from the appropriate agency or institution. The exchange leave of absence shall not exceed one (1) year and teachers will work under the authority of the host district or country.
2. **Eligibility.** An employee who has completed five (5) years of continuous service with the District.
3. **Application for Exchange Teacher Leave.** Any employee who wishes to apply for an exchange leave shall submit an application by February 1 to the Assistant Superintendent of Human Resources in writing on such forms and giving such information as the District may require.
4. **Selection.** Exchange teachers will be selected on the basis of their aptitude, experience, and contribution to the teaching profession. They will have classroom teacher responsibilities while on exchange.

5. **Compensation While on Exchange.** Exchange teachers will remain in the employment of their own educational authorities and will continue to have their salaries remitted to them while on exchange. They will, therefore, continue to be subject to their normal taxations, superannuation contributions, etc., and will retain their rights and privileges as employees of their own educational authorities.
 6. **Return to Service.** The employee who is granted the exchange leave shall agree to return to the District the following school year.
 7. **Extent and Distribution.** Each request for exchange leave shall be evaluated by the Assistant Superintendent of Human Resources and based on the best educational interests of the District. Under some circumstances, necessary limits may be set upon extent and distribution of exchange leaves actually granted.
 8. **Frequency of Exchange Leaves.** After three (3) years of service following an exchange leave an employee may request another exchange.
 9. **Continuity of Service.** The exchange leave shall not be considered a break in continuous service with the District.
 10. **Report of Completion.** Upon return to the District, teachers will be required to submit a brief report giving particulars of their educational experience while on exchange.
- T. **Differential Leave.** An employee may take up to three (3) days of Differential Leave per year for any reason. Such leave shall be charged to the employee's accumulated sick leave and in addition, the employee shall reimburse the District the cost of a substitute for each day taken. The employee shall be required to secure advance permission (at least twenty four (24) hours) from the immediate supervisor or their designee. Such leave shall not be taken immediately preceding or following holidays or other school break periods. Such leave shall not be taken during the first or last two (2) weeks of school. No more than twenty percent (20%) of a school or site shall take Differential Leave at the same time.

XIV. TRAVEL AND CONFERENCES

- A. **Employee Travel.** Employees who are requested to use their own automobile in the performance of their duties or employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at a rate per mile allowance established by the Internal Revenue Service (IRS) as the maximum non-taxable rate per mile allowance for federal income tax purposes for driving done between arrival at the first work location at the beginning of their workday to the employee's last work location at the end of the workday.
- B. **School Authorized Representation.** A school principal may authorize reimbursement of an employee of their school who represents the school at an authorized professional meeting, conference, or convention other than employee organization meetings. All such authorized reimbursements shall be charged to the school's conference allowance.
- C. **District Authorized Representation.** Employees who represent the District at professional meetings, conferences, or conventions shall be reimbursed for the reasonable and necessary expenses incurred. Such representative shall be compensated at a rate per mile established by the Internal Revenue Service (IRS) as the maximum non-taxable rate per mile allowance for federal income tax purposes—not to exceed the lowest available cost of round trip air travel. Lodging and registration receipts must be provided if such expenditures are requested.

XV. WORK YEAR

Commencing July 1, 2022, teachers on steps 1-4 of the salary schedule shall work five (5) additional days at the per diem rate or hourly, whichever is greater. The days will be placed at the beginning of the school year and will consist of four (4) days of Professional Development and one (1) teacher workday. Professional development days may include district led professional development, or professional development led by bargaining unit members. These five (5) additional days and associated pay shall sunset on June 30, 2025 unless mutually extended in writing by the parties.

For the 2022-23 school year only, unit members who are not able to attend these additional five (5) days due to extenuating circumstances must contact the Assistant Superintendent of Human Resources no later than March 31, 2022 to request a waiver of these days.

The teacher work year shall consist of one hundred eighty (180) teaching days. Unit members shall have five (5) additional workdays of which two and one-half days (2.5) shall be reserved for professional development, meetings and/or orientation, and the other two and one-half days (2.5) shall be unencumbered by meetings. New teachers shall have seven (7) additional workdays of which three and one-half days (3.5) shall be reserved for professional development, meetings and/or orientation, and the other three and one-half days (3.5) shall be unencumbered by meetings (Exhibit #C - Calendar).

An Adult Education teacher shall earn a full year's service credit in the State Teachers Retirement System (STRS) if they work thirty (30) hours per week for thirty-six (36) weeks or one thousand eighty (1,080) hours per year.

XVI. REASSIGNMENT AND TRANSFER

A. Definitions.

1. **Assignment.** Assignment is the grade level(s) (elementary) or subject matter (secondary) authorization in which the employee is currently assigned.
2. **Reassignment.** Reassignment is the change of an employee's assignment within the same school or location. If any portion of an assignment for employees with multiple site assignments (two (2) or more) in District-wide service positions is changed, it shall be considered as a reassignment and not a transfer.
3. **Transfer.** Transfer is the change of an employee's assignment from one (1) school/location to another school/location.
4. **Vacancy.** A vacancy is an open position arising from resignation, retirement, authorized leave of absence, transfer or reassignment of an employee or the creation of a new position.
5. **School Day.** For purpose of this article a school day is a teacher work day.
6. **Day.** "Day" as used in this article means a day in which the District office is open for business.

B. All personnel are employees of the District and not of one (1) particular school or department. The Superintendent and/or the Assistant Superintendent of Human Resources is authorized to reassign and transfer all personnel provided the affected employees remain in their areas of certification and occupational competence. Employees shall not be reassigned or transferred outside the scope of their certificates-and/or major and minor areas of study without their written consent and appropriate action by the Board of Education.

C. Reassignment.

1. Reassignment shall not be made arbitrarily, capriciously or without good cause. For District-wide program employees with multiple assignments, if reassigned, Article XVI., D.5.g. below shall be utilized as criteria for a reassignment.
2. Continuing employees shall be notified of their assignment for the ensuing year no later than the last teacher day of the school term except where mutual agreement or good cause including, but not limited to, programming and schedule changes resulting from resignations, transfers, retirements, layoffs, etc., exists.
3. Special consideration shall be given to employees who are assigned to more than one (1) school to minimize travel time and insure an adequate amount of time for lunch and conference period (if applicable).

D. Voluntary Transfers.

1. Voluntary transfers are transfers requested by the employee and approved by the District.
2. Employees interested in a voluntary transfer for the beginning of the subsequent school year must submit a Voluntary Transfer Form to the Human Resources Department no later than May 1. Consideration of such voluntary transfer requests shall occur up to July 1.

3. Voluntary transfers that occur after July 1, may not take effect until the end of the semester or quarter except when the voluntary transfer is made necessary because of enrollment imbalance or when in the determination of the Superintendent the transfer is in the best interest of the District. A temporary or long-term substitute employee shall be assigned for the remainder of the semester or quarter to reserve the position for the voluntary transferee.
4. **Notice of Transfer.** Unit members involved in transfers after the opening of school shall be notified not less than three (3) school days prior to such transfer unless the unit member agrees to the transfer in a shorter period of time. The unit member upon request to the principal shall be released of all teaching duties on at least two (2) of these days, for the purpose of planning, observing, moving, and orientation to the new position.
5. **Request for Voluntary Transfer.**
 - a. **Vacancy Announcements.** Vacancy lists will be posted every five (5) days. The vacancy list shall include designated percentage of assignment, location, level and department and shall be provided to each location and one (1) copy to MBTA.
 - b. Vacancies shall be published by the Human Resources Department by sending the vacancy list to each school and forwarding copies to the office of the Association. The school administrator shall be responsible for posting the vacancy announcement in the faculty lounge and school office.
 - c. **Transfer Applicants.** Applicants during the five (5) day posting period shall contact the administrator at the site where the vacancy exists by telephone or in writing indicating their interest in the vacancy on or before 5:00 p.m. on the fifth (5th) day. Qualified personnel within the District shall be given primary consideration for any opening.
 - d. **Interviews.** Before making a final decision regarding a posted vacancy, the school administration shall provide an opportunity for an interview to the top three (3) candidates except in those instances where a qualified involuntary transferee is unassigned. All applicants shall be notified by the principal of the decision.
 - e. **Vacancy Announcements.** Announcements of posted vacancies which occur between the last school day in June and first school day of the subsequent school year shall be mailed to the office of the Association, posted in the Human Resources Department, and on the District website. Interested unit members shall have the responsibility of contacting the administrator at the site where the vacancy exists.
 - f. **Explanation of Non-Selection.** If an employee's request for a voluntary transfer has not been granted, such employee shall upon written request and within ten (10) school days of the denial receive a written explanation from the site administrator.
 - g. **Selection Criteria.** If two (2) or more employees apply for the same vacancy, the principal shall consider the following criteria, not necessarily in the order listed.
 - (1) **Program Needs.** Student, school, and District program needs which includes, but is not limited to, school closures and/or reconfiguration, willingness and ability to teach a specific program, i.e., math, reading, remedial, gifted, bilingual, etc.; willingness and ability to work with an instructional aide, to teach in a specific classroom management arrangement or to teach specific subject combinations.

(2) **Academic Preparation.**

(3) **Seniority.** If two (2) or more certificated employees have the same seniority within the system, then the employee with the greatest length of service in the applicant's school shall have seniority.

(4) **Previous Evaluation.**

(5) **Appropriate Credentials and Qualifications.**

(6) **Balance of staff, e.g. experience and leadership.**

h. **Exchanges.** The Assistant Superintendent of Human Resources shall accept request(s) for exchange up to the last teacher workday of the school term in order to be considered for the following school year.

(1) Exchanges must be mutually agreed upon by the employees, the Assistant Superintendent of Human Resources and the principals involved. The terms and conditions of the exchange shall be listed on a form provided by the District. All five (5) parties shall sign the agreement. Upon the request of any of the signing parties, if the conditions of the agreement are not fulfilled, the exchange is cancelled. The exchange shall be in effect for one (1) year unless extended by mutual agreement up to five (5) years and shall not affect building seniority. The employees shall not be transferred during the duration of the exchange and shall have the right to return to their former school.

(2) A list of requests for exchanges containing the positions but not the names of the individuals available for exchange (school and grade or subject level) shall be posted in each school every two (2) weeks beginning May 1 until the end of the school term.

E. **Involuntary Transfers.**

1. The District may involuntarily transfer employees for, but not limited to, the following reasons:

(a) **Declining Enrollment or Reduction in Services.**

(b) **Returning from Leave.** Personnel returning from leave of absence where no need exists at the home school.

(c) **Program needs.** (see XVI. D. 5. g (1) above.)

(d) **Incompatibility with Programs.** Before a District initiated transfer is made for incompatibility with programs, the program shall have been discussed with the employee during the current school year. If requested by either party, the information shall be in writing.

(e) **Incompatibility with Personnel.** Before a District initiated transfer is made for incompatibility with personnel, the employee shall be given a written explanation of the

problem, a written prescription, and a reasonable period of time under the circumstances to correct the problem.

(f) Professional Growth.

- (1) Teachers who have been employed at a particular school site for five (5) years or more may apply for a transfer under the provisions of Article XVI, Paragraph D. All conditions of this section shall apply except that the transferee shall have the right to remain at their current school site if not placed by one (1) week following the last day of the school year.
- (2) The District may elect to transfer up to ten percent (10%) of its employees having ten (10) or more years' experience at a particular school site during a school year. No more than three (3) employees shall be transferred from a school site during a school year. All conditions of Article XVI, Paragraph D shall prevail. Employees the District has elected to transfer must receive notification by no later than four (4) weeks prior to the last day of school. Employees with an excess of twenty (20) years of teaching experience at a school site shall be exempt from this transfer policy. Materials pertinent to the teaching profession shall be moved by District at the request of the employee at least one (1) week prior to the commencement of the assignment. Three hundred dollars (\$300) shall be allocated to the school Instructional Supply Budget for that teacher to purchase supply items necessary to their new assignment.

2. Selection in Cases of Declining Enrollment or Reduction in Services or Program Needs.

When a transfer becomes necessary because of declining enrollment, the District shall first consider qualified volunteers, seniority and program needs, and the selection criteria set out in Article XVI D.5. g. above.

3. Employee Request. Upon Mutual agreement between the District and MBTA, a voluntary request may be treated as an involuntary transfer. This section is not grievable.

4. Conditions for Transfers.

- (a) Employees shall be notified of a transfer not later than four (4) weeks prior to the last day of the school year except where mutual agreement or good cause including, but not limited to, programming and scheduling changes resulting from resignations, transfers, retirements, layoff, etc., exists.
- (b) A transfer shall take place only after a meeting or consultation between the employee and the principal. The employee shall, upon request, be notified in writing of the reason for the transfer. If the program needs are specified as a reason, they shall be defined in specific terms.
- (c) It is the intent of the District to not involuntarily transfer a permanent employee more than once in a three-year (3) period except where good cause exists. The employee transferred in violation of this intent statement has the right to appeal to the Assistant Superintendent of Human Resources.
- (d) Notice of Transfer. Employees involved in transfers after the opening of school shall be notified not less than three (3) school days prior to such transfer unless

the unit member agrees to the transfer in a shorter period of time. The unit member upon request to the principal shall be released of all teaching duties on at least two (2) of these days, for the purpose of planning, observing, moving, and orientation to the new position.

- (e) Involuntary transfers shall not be made arbitrarily, capriciously or without good cause. For District-wide program, employees with multiple assignments, if reassigned, Article XVI D. 5. g. shall be utilized as criteria for a reassignment.

5. **Placement of Involuntary Transfers.** All involuntary transfers shall be placed prior to voluntary transfers, provided they are credentialed and qualified, in the following manner:

- (a) The involuntary transferee shall submit to the Human Resources Department a list of three (3) positions and schools in the transferee's order of preference. The order of preference may change as additional vacancies are announced.
- (b) The Assistant Superintendent of Human Resources shall make the assignment by attempting to match, insofar as possible, the request of the transferee and the preference of the principal. The transferee may request an interview for a position.
- (c) If it is not possible to match a transferee with any of the preferences indicated, the transferee shall be consulted and allowed to indicate a second list of three (3) preferences.
- (d) If it is not possible to offer a preference or the transferee has declined all offers by the third week prior to the start of the teacher work year, assignment shall be made by the Assistant Superintendent of Human Resources. Upon request by the transferee, the Assistant Superintendent of Human Resources may offer a placement, other than one of the preferences, at any time.
- (e) Except for Article XVI E. 1. (c), (d), (e) and (f) above, if the assignment has been made by the Assistant Superintendent of Human Resources and if subsequently, but prior to the end of the first three (3) weeks of the school year, the same or a similar vacancy arises at the employee's previous school for which the employee is qualified, the employee shall be permitted to return to their previous school.

If the employee wishes to return to a same or similar vacancy at their previous school, the employee must notify the Assistant Superintendent of Human Resources at the time of placement into their new assignment. If a same or similar vacancy arises after placement in the new assignment, the employee who has elected to return to their previous assignment may do so or elect to remain in their new assignment and three hundred (\$300) will be allocated to the school Instructional Supply Budget for that teacher to purchase supply items necessary to their new assignment

- (f) If the transferee's preference has not been granted, such transferee, upon written request, shall receive a written explanation from the Assistant Superintendent of Human Resources or their designee.

F. Adult Education.

Qualified Adult Education teachers may apply for all vacancies that occur after the start of the approved contracted teacher work year. Such vacancies are those that exist after the school year begins and arise during the course of the year. Adult Education teachers may also apply for vacancies that are created at the beginning of each school year to fill staffing needs that exist after all other procedures in contract are implemented and the rights of temporary certificated employees are met.

G. Children Centers.

1. Reassignment. A principal, immediate supervisor or the head teacher of a Children's Center may reassign an employee within the same school or facility. The immediate supervisor of an employee from one (1) school/facility to another. Employees shall have the right to request and receive in writing the reasons for a reassignment.
2. Prior to notifying the Assistant Superintendent of Human Resources of a vacancy for District-wide posting, the principal shall notify their staff of all vacancies within the school. If it becomes necessary for the principal to reassign an employee, they shall meet with the employee at least three (3) school days prior to the reassignment unless the employee agrees to be reassigned in a shorter period of time.

H. School Closures

1. Prior to initiating transfers of impacted bargaining unit members from the school site to be closed, site administration shall provide information about the school closure at a regularly scheduled staff meeting. This meeting shall occur no later than twenty (20) working days after the decision to close the school site has been made by the school board.
2. The district publishes the vacancy list weekly on Fridays. A list of all the current vacancies within the school district shall be provided at this meeting.
3. Unit members impacted by closures of school will be placed in accordance with the process outlined in Article XVI E.5 in the collective bargaining agreement.
4. School site administrators shall not reassign bargaining unit members at their school site until all transferring unit members from the closing school site(s) have been placed into their new assignments.
5. To the extent possible, bargaining unit members shall be provided written notice of their new position by March 30. Once all impacted bargaining unit members have been placed, then the transfer procedures contained in Article XVI: Reassignment and Transfer shall be in effect.
6. No bargaining unit member shall bump any other unit member from a position.
7. The District shall provide all packing materials and packing and labeling instructions for bargaining unit members to pack their classrooms. No bargaining unit member will be responsible for moving their items from one school site to another.
8. Bargaining unit members shall be provided up to four (4) days (eight (8) hours each day) at the negotiated hourly rate for moving from the closing school site to their new school site.

Two (2) days will be utilized for packing and two (2) days for unpacking in their new classroom. The District will notify unit members regarding the days for the moving process.

9. The Association shall be provided with a list of all bargaining unit members at the site being closed within thirty (30) days of the decision by the School Board. In addition, the Association shall be provided with the new placements of impacted bargaining unit members five (5) working days after final written notification has been provided to unit members.

XVII. PROFESSIONAL DEVELOPMENT

- A. The Superintendent shall be responsible for the development and administration of a District-wide staff professional development program. The program may include subject area meetings, grade level meetings, workshops, institutes, committee assignments, and related school business.
- B. Under the guidance and shared direction of the principal and site leadership team, principals shall be responsible for organizing, coordinating, and administering professional development programs which relate to their school and deal with matters of particular concern to their staff. School visitations to observe exemplary teaching and visitations to learn techniques at a teaching demonstration may be incorporated in the schools' professional development program.
- C. Designated staff shall attend all professional development programs held during scheduled work hours unless specifically excused by their principal.

XVIII. PRESCHOOL TEACHERS

The District shall provide for Preschool teachers such rights and privileges related to the certificated representative unit with the exception of class size, salaries, workday, work year, vacations, and reassignment and transfer. These rights and privileges shall be only for service in the preschool, which includes students birth to five (5) within the certification of the Children's Center Permit and in accordance with appropriate federal and state regulations.

A. Salary.

1. Due to the limited resources of this categorical type program, salary and benefits for the Preschool programs may differ from those granted to other employees represented by the Association under Articles IV and V of the master contract.
2. Teachers may advance vertically on the schedule one (1) step for each year of satisfactory service.
3. Preschool teachers who are required to attend parent education meetings beyond the normal workday shall be compensated at their normal hourly rate of pay for each additional hour not to exceed twenty-four (24) hours per year per teacher.

B. Column Movement

1. Preschool teachers must submit a minimum of fifteen (15) semester units from an accredited college/university for each column they advance on the salary schedule.
2. After initial placement on the certificated salary schedule, preschool teachers may submit for approval to the Assistant Superintendent of Human Resources up to six (6) units of staff development toward the fifteen (15) units required for each column they advance. Fifteen (15) staff development hours equates to one (1) semester unit.
3. Preschool teachers may not exceed a maximum of thirty-six (36) staff development units through the life of the salary schedule depending upon their initial column placement.
4. All college/university units and staff development hours must relate to the current assignment, and/or credential area(s) of the employee.
5. A maximum of twenty (20) semester units may be granted for course work taken at a community college

C. Workday.

1. Preschool Teachers' workday shall be eight (8) hours inclusive of a thirty (30) minute duty-free lunch and a fifteen (15) minute break.
2. Preschool teachers will receive thirty (30) minutes of unencumbered prep time daily.
3. Special Education teachers work a seven and one half hour (7.5) workday, inclusive of a thirty (30) minute duty-free lunch.

4. Twelve (12) month preschool teachers receive twelve (12) days of sick leave per year. Ten (10) month preschool teachers receive ten (10) days of sick leave, each is eight (8) hours in length. The full days will be available at the beginning of the year
5. PLC shall take place every Wednesday during the work day. For those in the 12-months preschool program, they will have the option to connect digitally from the preschool campus unless in person attendance is required.
6. Once per month, preschool teachers will be provided an early-release day for a meeting. The meeting must be finished by 4:15 pm. If this meeting exceeds the employee's eight (8) hour work day, they will be paid for the additional time.
7. The calendar for meetings and PLC shall be sent at the beginning of the academic year.
8. SPED Preschool may request up to five (5) days per year of in-service leave days. Three (3) of the days will be utilized for spring matriculation. If additional days are needed, the employee will submit a request with their supervisor for consideration.
9. Prep time for SPED Preschool teachers will begin at 7:45- 8:15 am and approximately 2:45-3:15 pm each day. Teachers may opt to schedule IEP's during their prep time.

D. Work year.

1. The District shall provide preschool teachers employment on a twelve (12) month contract which will have two hundred forty six (246) work days per year as required by law. Ten (10) month preschool teachers will follow the TK-12 district calendar.

E. Vacations. The District shall provide Preschool teachers vacation as follows:

1. In addition to the regular sick days and leaves available to all TK-12 employees, twelve (12) month preschool teachers will accrue vacation in the following amounts:
 - a. **First Year.** Teachers shall be entitled to a vacation allowance of .04040 hour for each hour of paid service.
 - b. **Second Year.** After one (1) year of continuous employment, teachers shall be entitled to a vacation allowance of .06061 hour for each hour of paid service.
 - c. **After Ten Years.** After ten (10) years of continuous employment, teachers shall be entitled to a vacation allowance of .08081 hour for each hour of paid service.
2. **Accumulated Credits.** Twelve-month (12) employees may accumulate a minimum of forty (40) working days of vacation credits. The maximum accumulation limit for those employees with credits exceeding forty (40) vacation days as of July 1, 1973, shall be their accrued credit as of that date. Any exception to these maximums must be approved by the Assistant Superintendent of Human Resources. Credits earned in excess of an employee's maximum shall be used prior to the close of the fiscal year following the year for which they were earned or such credits shall be lost to the employee.
3. **Severance.** Upon severance of service, teachers shall be paid for accrued vacation credits, provided they have completed six (6) months of continuous service.

4. **Vacation Schedules.** Vacations shall be taken in accordance with the schedule prepared by the recommending authority, and shall be scheduled at times requested by teachers so far as possible within the District's work requirements.

F. Reassignment and Transfer. Preschool teachers are subject to the reassignment and transfer provisions of this contract only within the Preschool Programs.

G. Class Size

1. SPED Preschool classes shall be capped at fourteen (14) students. Before the 11th student is added, and for every additional student thereafter, a meeting must be held between the educator, their SPED admin and their site representative to discuss: additional supports; including but not limited to aids and training. No class can exceed fourteen (14) students in a session with a student : staff ratio of 1:3.
2. All class size ratios will be in compliance with the most up to date Title 22 guidelines.
3. Infant class size (birth to 24 months) staff : student ratio 1:4
4. Toddler class size (size 24 months - 6 years) staff : student ratio 1:12

H. Preschool Classroom Coverage (Excludes Special Education)

1. Preschool administration shall arrange for its own substitute teachers for all classes.
2. The following procedure shall be adhered to for any class that needs sub coverage:
 - i. A roster of preschool substitute teachers shall be compiled.
 - ii. In the event a preschool substitute is not available the following personnel will cover the class, based on availability, from one of the following groups: associate teacher, teacher on special assignment, Head Teacher, or any other credential preschool staff. The assignment of substitute service from that list shall be on a rotating basis.
3. If finding a sub becomes a hardship, classes may be combined as long as Title 22 staffing ratios are met. A teacher taking on additional students above the Title 223 ratios due to sub shortage will be compensated at their teacher hourly rate for the length of the class.

XIX. DISCIPLINE LESS THAN DISMISSAL

Permanent Certificated Employees. Disciplinary action in the form of dismissal shall be in accordance with appropriate provisions of the Education Code. Discipline less than dismissal, shall be in accordance with the following procedures:

- A. Employees may be disciplined for just cause resulting from violations of Education Code Section 44932 and 4498-44948.5 and/or for violations of written Board policies and written procedures, including the provisions of this Agreement.
- B. Progressive discipline shall be utilized except for conduct which is of such a nature that injures or threatens to injure the safety of persons or property or causes substantial disruption of the educational program.
 1. Before issuing a verbal warning the principal or immediate supervisor shall first discuss and clarify specific acts and/or omissions with the employee, unless the conduct or omission is of such a nature that a reasonable person would know the expected standards.
 2. If a verbal warning does not result in corrective conduct a written reprimand may be issued for a similar and separate action and/or omission. Reprimands shall not be based upon unsubstantiated evidence. A copy of the written reprimand may be placed in any employee's personnel file. The employee shall have ten (10) days to respond and the response should be attached to the letter of reprimand.
 3. Verbal and written reprimands shall be administered within five (5) working days after verification that acts or omissions constituting a violation occurred.
- C. Prior to administering any suspension without pay, the employee shall be provided notice within ten (10) working days after an infraction and an opportunity to meet with the Assistant Superintendent of Human Resources or designee. Notice shall include a statement of the incidents or misconduct occurring within a six (6) month period forming the basis for disciplinary action and a statement of the discipline to be imposed. The employee shall be given ten (10) working days within which to reply in writing. The proposed formal discipline shall not be imposed until after the employee's written reply has been received and given consideration by the administration.
- D. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least one (1) written reprimand unless the offense is a violation of the Education Code sections 44932 or 44939, Penal Code or Government Code. A suspension without pay may not exceed fifteen (15) working days except no suspension in excess of three (3) days shall be given unless the employee has first been suspended for up to three (3) days for a similar and separate action.
- E. Any initial suspension of an employee pending a disciplinary hearing shall be with pay.
- F. Any employee may be represented, upon request, at any disciplinary meeting or hearing.
- G. Where an employee is charged with conduct which is of such a nature that injures or threatens to injure the safety of persons or property or causes substantial disruption of the educational program, the oral and written reprimands included as part of progressive discipline are not required prior to issuing the notice of formal discipline in C. above.
- H. Grievances filed alleging violations of the above sections A. - G. regarding discipline less than dismissal may be filed at Level II of Article VI - Grievances.

XX. DISMISSAL OR SUSPENSION OF NEW PROBATIONARY CERTIFICATED EMPLOYEES DURING THE SCHOOL YEAR

- A. **Application.** This procedure applies to the dismissal or suspension during the school year of certificated employees whose probationary period commenced during or after the 1983-84 school year.
- B. **Notice of Dismissal or Suspension.**
1. A Notice of Dismissal or Suspension shall be given by the Superintendent or designee at least thirty (30) calendar days prior to the effective date of such action and no later than March 15 of the employee's second probationary year.
 2. The Notice of Dismissal or Suspension shall include a statement of causes for such action with notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance evidenced by an unsatisfactory evaluation, a copy of the most recent evaluation conducted pursuant to the Stull Act (Ed. Code §44664) shall accompany this notice.
 3. Pursuant to Education Code Section 44948.5, in the event that the governing board does not give notice of termination on or before March 15 of the employee's second probationary year, the employee shall be deemed reemployed for the ensuing school year.
- C. **Service of Notice.** The written Notice of Dismissal or Suspension shall be served by registered or certified mail or by personal service.
- D. **Suspension.**
1. Suspension may be proposed or determined for a specified period of time.
 2. Suspension is without pay and for a stated number of work or calendar days, and may be initially proposed by the Superintendent or designee, recommended by the administrative law judge.
 3. When suspension is initially proposed by the Superintendent or designee for a specified period of time, no more severe penalty may be recommended by an administrative law judge.
- E. **Grounds for Dismissal or Suspension.**
1. Unsatisfactory performance evidenced by an unsatisfactory evaluation conducted in accordance with the Stull Act (Ed. Code, §§ 44661-44665) and negotiated contract provisions.
 2. Any one or more of the causes specified in Education Code Section 44932.

XXI. PEER ASSISTANCE AND REVIEW

- A. Only permanent classroom teachers who provide instruction may participate in the program.
- B. Permanent classroom teachers who receive a below standards evaluation shall be referred to the Peer Assistance and Review Program. Permanent classroom teachers may volunteer to participate in the Peer Assistance and Review (PAR) Program.
- C. **Volunteer.**
 - 1. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate their participation in the PAR program at any time.
 - 2. Without the written consent of the Volunteer Participating Teacher, participation shall be kept confidential as to the substantive aspects of the volunteer/consulting teacher participation in this program.
- D. **Peer Review Panel.** A Peer Review Panel shall be established and comprised of three (3) classroom teachers and two (2) administrators.
 - 1. The classroom teacher panel members shall be appointed by the Association. Their qualifications shall be equivalent to those required for consulting teachers. One (1) of the teacher members shall be designated as co-chair of the Panel. Also, teacher panel members shall be from elementary, middle, and high school levels;
 - 2. The Superintendent shall select the administrator panel members and an alternate. One (1) of the administrators shall be designated as co-chair of the Panel. The alternate shall serve when a panel member supervises a referred participating teacher;
 - 3. Panel members shall be appointed no later than twenty (20) days after the first day of school. Initially, two (2) classroom teacher panel members shall serve for three (3) years and one (1) shall serve for two (2) years. All subsequent terms shall be for three (3) years;
 - 4. Panel members may be re-appointed but may not serve consecutive terms;
 - 5. Panel members shall be paid an hourly rate based on per diem to an annual maximum of \$1,000 or twenty (20) hours, whichever is reached first.
- E. **The Peer Review Panel shall:**
 - 1. Establish its operational procedures including what constitutes a quorum and whether they shall meet on a released time basis for in-service training or outside of work hours. The Assistant Superintendent of Human Resources shall coordinate release time requests. The panel is encouraged to utilize consensus decision-making techniques for implementation of this program;

2. Develop more specific qualifications, if deemed appropriate, for consulting teachers. It may also determine that consulting teachers reflect elementary, intermediate, and high school backgrounds.
 3. Send written notification of participation in the PAR program to the Volunteer Participating Teachers and the Consulting Teacher.
 4. Establish a procedure for application as Consulting Teachers;
 5. Determine the number of Consulting Teachers in any school year, based upon participation in the PAR program, the budget available, and other relevant considerations. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term;
 6. Develop consulting teacher reports and review peer review reports submitted by consulting teachers;
 7. Make recommendations to the Governing Board through the Assistant Superintendent of Human Resources and the Superintendent regarding participants in the program, including forwarding the names of teachers, who after one (1) year of sustained assistance are not able to demonstrate satisfactory performance. Extenuating circumstances agreed to by the Association and the District may extend this period of time;
 8. Submit to the Association and the District a written evaluation of the impact of the program in order to improve the program. The evaluation may include, but is not limited to, interviews or surveys of program participants. The evaluation may include suggestions for improvement of the Peer Assistance and Review Program;
 9. A Staff Development Review Committee comprised of the PAR resource teacher; four members of MBTA to be chosen by the Association; the Associate Superintendent of Curriculum & Instruction; Director of Special Programs; Coordinator of Categorical Programs and Director of Assessment, Pupil Support and the IMC, shall be established to develop budget processes and the selection process for teachers who will provide staff development;
 10. The Peer Review Panel shall work within the budget established by the Staff Development Review Committee to be determined as of July 1 of each year. Any monies remaining at the end of each year will go back into the Staff Development budget for review for future years.
- F. **Consulting Teachers.** A consulting teacher is one who provides assistance to classroom teachers who participate in the Peer Assistance and Review Program. No more than one (1) participating teacher with an unsatisfactory evaluation may be assigned to a Consulting Teacher on an annual basis or no more than three (3) volunteer participating teachers may be assigned to a Consulting Teacher.
1. A consulting teacher who provides ongoing assistance to a teacher who does not meet the “developing” standard on the MPUSD Core Teaching Continuum Evaluation tool shall be compensated a yearly stipend of \$5,000 dollars.
- G. Classroom teachers shall file their application to become a Consulting Teacher no later than a date determined by the Peer Panel and shall meet the following minimum qualifications:

1. Be a currently employed permanent classroom teacher or if no currently employed permanent teacher who meets the other qualifications is willing to serve as a consulting teacher, a permanent teacher who has retired within two (2) years of appointment;
 2. Possess substantial recent experience in classroom instruction;
 3. Demonstrates exemplary teaching ability that includes effective communications skills, subject matter knowledge, and mastery of a range of teaching strategies to meet pupil needs in different contexts.
- H. Each Consulting Teacher applicant is required to submit three (3) references from individuals with specific knowledge of his/her expertise as follows: One reference shall be from a building principal or immediate supervisor.
- I. The Peer Review Panel members shall be provided reasonable release time to observe classrooms of Consulting Teacher applicants.
- J. Consulting Teachers shall prepare at least two (2) peer review report(s) per school year on each referred teacher they assist. These reports shall be submitted to the participating teacher, the Peer Review Panel, and the principal of the participating teacher's school. The final, annual assessment of the required participating teacher shall be made available for placement in the teacher's personnel file.
- K. Each Consulting Teacher who provides ongoing assistance to an unsatisfactory performing participating teacher for a year shall be paid an hourly rate based on per diem for up to forty (40) hours of assistance. Consulting Teachers assisting volunteers shall be provided an hourly rate based on per diem for up to twenty (20) hours of assistance for each volunteer, up to a maximum of three (3) volunteers.
- L. Panel Members and Consulting Teachers shall complete timesheets in order to be paid. The timesheets must be signed by the administrator co-chair on the Panel. There will be no monetary compensation for duties performed during regular work hours when provided release time. Panel Members or Consulting Teachers who believe additional time is needed beyond the limits set forth in Sections K and D above may submit a written request and justification for the additional hours to the teacher and administrator co-chairs Assistant Superintendent of Human Resources on the Panel. If approved by both co-chairs, the request will then be forwarded to the Human Resources Department. The Assistant Superintendent of Human Resources will make the final decision whether to authorize the additional hours.
- M. **Participating Teachers.** Participating Teachers shall be provided:
1. Clearly written performance goals by their evaluator which are aligned with pupil learning and consistent with the California Standards for the Teaching Profession. The evaluator shall consult and work cooperatively with the Consulting Teacher to establish these performance goals;
 2. Multiple observations by the Consulting Teacher during classroom instruction;
 3. Sufficient staff development to assist improvement in teaching skills and knowledge;

4. Participating teachers shall be provided the opportunity to indicate their preference as to who would be their Consulting Teacher. The Peer Review Panel shall review the list of preference(s) and assign a Consulting Teacher.
 5. The right to representation to all conferences and meetings if they are required to be a participating teacher;
 6. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Participating Teacher to review their input and signature before it is submitted to the Peer Review Panel. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that they have received a copy of the report. The Consulting Teacher shall submit a final report to the Peer Review Panel. The Participating Teacher shall have the right to submit a written response, within twenty (20) business days and have it attached to the final report. The Participating Teacher shall also have the right to request a meeting with the Peer Review Panel, and to be represented at this meeting by the Association representative of their choice.
- N. A cooperative relationship between the Consulting Teacher and the principal shall be expected and strongly encouraged by the Association and the District.
- O. The Association and the District shall monitor the development and implementation of the program.
- P. The Association and the District shall jointly determine the in-service training to be provided to panel members and Consulting Teachers.
- Q. Peer Review Panel Teacher members and Consulting Teachers shall be provided reasonable release time for in-service training regarding their respective duties.
- R. This article shall be in compliance with the Education Code requirements covering Peer Assistance and Review Programs.
- S. All documentation and information related to a participating teacher shall be considered a personnel matter and subject to the personnel records exemption in the Public Records Act (Govt. Code, sections 6250, et seq.).
- T. Teachers on the Peer Review Panel and Consulting Teachers shall be exempt from liability arising from their participation in this program pursuant to the applicable Education and Government Code sections. If the District determines that a conflict of interest exists between the District and the teacher, or Panel Member, or a Consulting Teacher the Panel Member or Consulting Teacher may select their own legal counsel. The District shall pay reasonable and necessary attorney fees for this legal counsel.
- U. Based upon legislative modification or deletion of the Peer Assistance and Review Program, the Association and the District agree to negotiate the effects of these actions.

XXII. RECERTIFICATION INCENTIVE PROGRAM

A. Eligibility.

1. Certificated employees teaching out of area of certification.
2. Certificated employees willing to recertify an identified area of need.
3. Certificated employees possessing certification in an identified area of need but willing to recertify in another identified area of need.
4. Certificated employees with general credential equivalent in teaching area if unit member has not been working in the area within the last three (3) years and is not their college major/minor.

B. **Selection.** Selection shall be made by the Governing Board on recommendation of the Superintendent. Applicants shall be notified in writing by the Governing Board within one (1) week after a decision has been made. All decisions shall be made by the Governing Board as soon as possible after February 1 and no later than May 1.

C. **Reimbursement.** The District reimbursement of unit members shall be limited to the cost of college tuition and credential and examination fees incurred while obtaining an additional credential in identified areas of need as determined by the District in accordance with the following criteria:

1. Applicants must sign commitment to teach for a minimum of three (3) years in a new subject area (if assigned) after acquisition of the new credential.
2. Applicants must acquire time line and progress evaluation approval from the Assistant Superintendent of Human Resources.
3. Reimbursement of tuition fees shall be at cost but not to exceed the prevailing rate established for the University of California. If private institutions are the vehicle for re-credentialing, the reimbursement shall be paid only to the level of the University of California rate for tuition and fees.
4. Total reimbursement of tuition and fees shall be made only after written verification of completion and recertification by the Commission on Teacher Credentialing.
5. No payment shall be made for classes taken prior to District approval of the plan.

D. **Areas of Need.** Areas of need shall be determined annually by the Governing Board.

E. **Salary Credit.** All accredited college/university units approved and acquired under this program shall also apply for salary reclassification in accordance with the provisions of the Agreement.

F. **Discontinuance of Program.** The Governing Board reserves the discretion to discontinue this program, after notifying the Association.

XXIII. ADULT EDUCATION

A. Health and Welfare Benefits

1. All Adult Education teachers shall be provided District paid health and welfare benefits with the same District contribution as reflected in Article 5, Section A. Employees who work thirty (30) hours per week or more must participate. Adult Education teachers shall have the contribution prorated as follows:

30 hours per week = 100% coverage
25-29 hours per week = 75% coverage
21-24 hours per week = 68% coverage
20 hours per week = 50% coverage

Adult Education teacher's eligibility for full and prorated District paid health and welfare benefits shall be determined at the end of the first full month of the regular school year. These hours will be based on the average of actual hours worked for prior regular school year.

2. All other provisions of Article V not in conflict with #1 above shall apply.

B. Class Size.

1. If enrollment does not reach a minimum of twelve (12) students within two (2) weeks of the start of the quarter, the teacher, union representative and site leadership shall meet to discuss the closure of the class. Prior to the start of a quarter a class may be cancelled if funding becomes unavailable.
2. In the event classes are cancelled as a result of not meeting the minimum enrollment, the teacher with the greater seniority shall be retained provided they are credentialed and qualified and have received satisfactory evaluation(s).

C. Full Time Status.

Adult Education teachers who teach thirty (30) hours per week or more shall be considered a full-time employee.

At the end of each semester, staff will document interest in increasing their instructional hours. Internal staff will be considered for new courses prior to considering outside candidates. Both credentialed and current schedule, as well as other factors, may be taken into consideration.

D. Work Year.

The District shall annually adopt an Adult Education calendar to determine the start and end days for classes. Teachers may be required to attend one (1) staff meeting per month for up to ninety (90) minutes, as part of the teacher's professional responsibilities.

In addition, the District may mandate up to three (3) additional days for professional development or District meetings, to be paid at the employee's hourly rate. Before the end of the school year, the Adult School supervisor, staff, and union representative(s) will meet to discuss and approve of the calendar for the following school year.

E. STRS Credit.

Service credit shall be consistent with applicable law.

F. Leaves.

1. Sick Leave.

Sick leave shall be accrued at a rate of .04625 hours for each hour worked per pay period.

2. Sick Leave Incentive.

- a. Eligibility: All Adult Education teachers who are employed twenty (20) to twenty-six (26) hours and thirty (30) hours or more per week are eligible for additional sick leave credit.
- b. Adult Education teachers who are employed for twenty (20) to twenty-six (26) or more hours a week and are absent two (2) days or less a year due to sick leave or personal necessity, shall be credited with an additional two and a half (2.5) days of sick leave per year.
- c. Adult Education teachers who are employed twenty-six (26) hours or more a week and are absent three (3) days or less a year due to sick leave or personal necessity, shall be credited an additional four (4) days of sick leave per year.
- d. All Adult Education employees who qualify for the incentive shall be notified by the end of the first quarter of the new school year.

G. Summer School.

In the event that summer school is offered, permanent employees shall be offered teaching assignments that they have previously performed in their programmatic area prior to the employment of teachers who have not previously served in the programmatic area. The same salary and benefit schedule shall apply. The employee must request the assignment at least sixty (60) days prior to the beginning of the summer session. In the event that more than one (1) teacher has previously taught the assignment, the teacher with the greatest programmatic seniority will be given primary consideration.

H. Salary Schedule.

STEP

I	(0 - 900 cumulative hours)	\$29.68 per hour
II	(901 - 1800 cumulative hours)	\$30.57 per hour
III	(1801 - 2700 cumulative hours)	\$31.49 per hour
IV	(2701 - 3600 cumulative hours)	\$32.43 per hour
V	(3600 + cumulative hours)	\$33.41 per hour

I. Classroom Coverage

1. Adult school shall arrange for its own substitute teachers for all classes
2. The following procedure shall be adhered to for any class that needs sub coverage:
 - a. A roster of adult school substitute teachers shall be compiled
 - b. In the event an adult school substitute is not available the following personnel will cover the class based on availability: teacher on special assignment, principal, or any other credential adult school staff. The assignment of substitute service from that list shall be on a rotating basis.
 - c. If finding a sub becomes a hardship, classes may be combined. The adult school teacher taking additional students due to sub shortage will be compensated at their teacher hourly rate for the length the class is combined.

J. Work Day

1. Adult School employees shall receive a 15-minute break per four (4) hours of work.
2. Adult School employees receive three (3) hours of unencumbered prep time each week.
3. During the first week prior to classes starting, mandated training (Keenan) will be completed during the teachers work day.
4. If a teacher is asked to attend mandatory training outside of their regularly scheduled work hours (other than Keenan) they will be compensated at their hourly rate.
5. Before the end of the school year, the Adult School supervisor, staff, and union representative(s) will meet to discuss the schedule for the following school year.

XXIV. COMPLETION OF AGREEMENT


- A. This document comprises the entire Agreement between the District and Association on the matters within the lawful scope of negotiations.
- B. With the exception of Paragraph C. below, the District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.
- C. If the Governing Board determines that layoffs shall occur, all provisions of those articles affected by layoffs shall be modified accordingly, and upon request, the District shall negotiate those aspects of layoff and its impact required by law.

XXV. SAVINGS PROVISION

If any provision of this Agreement or any application thereof is held to be contrary to law by court of final jurisdiction or the PERB, such provision application shall be deemed invalid to the extent required by such court or the PERB, but all other provisions shall continue in full force and effect.

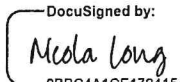
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

By  _____
Daniel "PK" Biffenbaugh, Superintendent

By  _____
Dr. Manuel Nuñez, Assistant Superintendent of Human Resources

MONTEREY BAY TEACHERS ASSOCIATION

By  _____
Nicola Long, President

By  _____
Kisha Ferguson, Chief Negotiator

EXHIBIT

A

Salary Schedules

2023-2024

Adult Education

SALARY SCHEDULE

2023-2024

**TEACHERS SALARY SCHEDULE
2023-2024
Adult Education**

Adult Education is funded through the Adult Education Entitlement, based on Adult ADA and credited to the Adult Education Fund. The District recognizes the Adult Education Hourly teachers as a group, represented by the Monterey Bay Teachers Association, are entitled to negotiated salary increases distinct and apart from the general education teachers.

STEP		
I	(0-900 cumulative hours)	\$ 40.90 per hour
II	(901-1800 cumulative hours)	\$ 42.13 per hour
III	(1801-2700 cumulative hours)	\$ 43.40 per hour
IV	(2701-3600 cumulative hours)	\$ 44.69 per hour
V	(3600+ cumulative hours)	\$ 46.04 per hour

GENERAL SCHEDULE PROVISIONS

Class Size

1. Class Size shall be 15:1 effective July 1, 2006 and shall be subject to annual negotiations.
2. If ratio of 15:1 is not met the district may cancel class(es) with a two week notification.
3. In the event classes) are cancelled as a result of not meeting the minimum ratio of 15:1, the teacher with the greater seniority shall be retained provided they are credentialed and qualified and have received satisfactory evaluation(s).

Full Time Status

1. Effective July 1, 2006, Adult Education teachers who teach 30 hours per week or more shall be considered a full time employee.

Health & Welfare Benefits

1. Effective July 1, 2005, all Adult Education teachers shall be provided district paid health and welfare benefits at the current district CAP for 05-06. Adult Education teachers shall have benefits prorated equal to hours per week in which they work, in the following manner.

30 hours per week =	100% coverage
25 - 29 hours per week =	75% coverage
21 - 24 hours per week =	68% coverage
20 hours per week =	50% coverage

Adult Education teacher's eligibility for full and prorated district paid benefits shall be determined at the end of the first full month of the regular school year. These hours will be based on the average of actual hours worked for prior regular school year.

2. Adult Education Teachers employed prior to July 1, 1998 with 20 or more hours shall receive full district contribution toward benefits as long as they maintain the minimum of 20 hours or more per week. Should teacher fall below 20 hours per week, Monterey Adult School will notify staff in writing that district contribution will cease 30 calendar days after notification.

School Year

The school year shall be 180 days plus 3 staff development days for a total of 183 teacher work days.

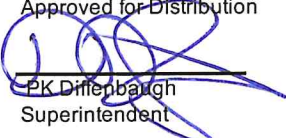
Summer school

A five week optional summer school will be available. Permanent employees shall be offered teaching assignments that they have previously performed in their programmatic area prior to the employment of teachers who have not previously served in the programmatic area. The same salary and benefit schedule shall apply. The employee must request the assignment at least 60 days prior to the beginning of the summer session. In the event that more than one teacher has previously taught the assignment, the teacher with the greatest programmatic seniority will be given primary consideration.

Effective: 07-01-2018

Board Approval: 2/13/2024
Reflects 9% increase from 2022-2023

Approved for Distribution


PK Diefenbaugh
Superintendent

Athletic Director

SALARY SCHEDULE

2023-2024

**2023-2024
Athletic Director Salary Schedule
200 Days**

Schedule A*

STEP	Intern		BA		BA + 45		BA + 60		BA + 75		Annual	
					BA+30+MA		BA+45+MA		BA+60+MA			BA+75+MA
	II	III	IV	V	VI	VII						
	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	Daily	Annual	
1	64,084	320.42	64,867	324.34	65,659	328.30	66,462	332.31	67,277	336.39	68,103	
2	66,235	303.83	67,046	307.55	67,870	311.33	68,703	315.15	69,550	319.04	70,408	
3	68,467	314.07	69,310	317.94	70,165	321.86	71,030	325.83	71,909	329.86	72,801	
4	68,467	314.07	71,661	328.72	72,549	332.79	73,447	336.91	74,360	341.10	75,287	
5	68,467	314.07	74,104	339.92	75,024	344.15	75,957	348.43	76,906	352.78	77,867	
6	68,467	314.07	76,638	351.55	77,596	355.95	78,564	360.38	79,549	364.90	80,548	
7	68,467	314.07	79,272	363.63	80,265	368.19	81,270	372.80	82,294	377.50	83,331	
8	68,467	314.07	82,007	376.18	83,038	380.91	84,083	385.70	85,145	390.57	86,223	
9	68,467	314.07	84,844	389.19	85,917	394.11	87,003	399.10	88,105	404.15	89,224	
10	68,467	314.07	87,794	402.72	88,909	407.84	90,035	413.01	91,181	418.26	92,341	
11	68,467	314.07	90,857	416.77	92,014	422.08	93,184	427.45	94,374	432.91	95,579	
12	68,467	314.07	90,857	416.77	95,238	436.87	96,454	442.45	97,689	448.11	98,943	
13	68,467	314.07	90,857	416.77	95,238	436.87	98,151	450.23	99,412	456.02	100,689	
14	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	101,167	464.07	102,467	
15	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	102,955	472.27	104,281	
16	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	104,778	480.63	106,129	
17	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	106,637	489.16	108,014	
18	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	108,531	497.85	109,933	
19	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	110,461	506.70	111,892	
20	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	112,429	515.73	113,887	
21	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	114,435	524.93	115,921	
22	68,467	314.07	90,857	416.77	95,238	436.87	99,882	458.17	116,478	534.30	117,993	
23									119,185	546.72	120,738	
24									121,957	559.44	123,549	
25									124,801	572.48	126,431	
26									127,715	585.85	129,386	

Board Approved: 2/13/2024
Reflects 9% increase from 2022-2023

Approved for Distribution


PK Diefenbaugh, Superintendent

Certificated Hourly Rate

SALARY SCHEDULE

2023-2024

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

CERTIFICATED HOURLY RATE

2023-2024

Hourly Rate \$52.49

Effective:

Board Approval: 2/13/2024

Reflects 9% from 2022-2023

Approved for distribution:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

PK Dffenbaugh
Superintendent

Co-Curricular Duty

SALARY SCHEDULE

2023-2024

**1- EXTRACURRICULAR AND CO-CURRICULAR DUTY SALARY SCHEDULE
2023-2024**

	Year 1	Year 4 5%	Year 7 5%
High School			
Athletic Director	6,828	7,169	7,528
Football, Head Coach	5,066	5,319	5,586
Wrestling, Varsity	4,661	4,894	5,138
Football, Frosh/Soph	4,661	4,894	5,138
Football, Junior Varsity	4,661	4,894	5,138
Track, Head Varsity I	4,661	4,894	5,138
Football, Assistants	4,459	4,681	4,916
Baseball, Head Varsity	4,356	4,575	4,803
Softball, Head Varsity	4,255	4,468	4,692
Basketball, Head Varsity	4,255	4,468	4,692
Wrestling, Assistants	4,255	4,468	4,692
Swimming, Head Varsity	4,255	4,468	4,692
Track, Head Varsity II	4,255	4,468	4,692
Water Polo, Head Varsity	4,255	4,468	4,692
Track, Assistants	4,154	4,362	4,579
Field Hockey, Head Varsity	4,154	4,362	4,579
Cheerleader, Head Varsity	4,053	4,256	4,469
Soccer, Head Varsity	4,053	4,256	4,469
Volleyball, Head Varsity	4,053	4,256	4,469
Baseball, Assistants	3,951	4,149	4,356
Basketball, Assistants	3,851	4,042	4,244
Volleyball, Assistants	3,851	4,042	4,244
Swimming, Assistants	3,851	4,042	4,244
Water Polo, Assistants	3,851	4,042	4,244
Field Hockey, Assistants	3,749	3,937	4,134
Soccer, Assistants	3,647	3,830	4,021
Softball, Assistants	3,647	3,830	4,021
Cross Country	3,647	3,830	4,021
Tennis, Head Varsity	2,735	2,872	3,016
Golf, Head Varsity	2,735	2,872	3,016
Middle School			
All Sports	2,424	2,546	2,673
Cheerleading	2,424	2,546	2,673
Athletic Director	2,424	2,546	2,673
Additional Annual Stipends - for holding a teaching credential			
Preliminary Credential	202	202	202
Clear Credential	303	303	303

Effective

Board Approved: 2/13/2024

Reflects 9% increase from 2022-2023

Approved for Distribution


PK Diefenbaugh

Counselor

SALARY SCHEDULE

2023-2024

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

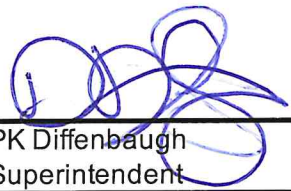
**Counselors Salary Schedule - 199 days
2023-2024**

Schedule A*

STEP	BA + 45		BA + 60		BA + 75		
	BA	BA+15	BA+30	BA+30+MA	BA+45+MA	BA+60+MA	BA+75+MA
	I	II	III	IV	V	VI	VII
1	62,418	63,183	63,962	64,750	65,549	66,360	67,183
2	64,527	65,324	66,130	66,949	67,779	68,621	69,476
3	66,717	67,545	68,382	69,231	70,095	70,969	71,856
4	68,993	69,852	70,720	71,603	72,500	73,408	74,328
5	71,354	72,247	73,153	74,066	74,996	75,940	76,896
6	73,810	74,734	75,672	76,625	77,591	78,572	79,563
7	76,357	77,318	78,293	79,279	80,284	81,301	82,332
8	79,003	80,002	81,013	82,038	83,082	84,137	85,209
9	81,750	82,789	83,840	84,901	85,986	87,083	88,195
10	81,750	85,682	86,775	87,876	89,004	90,142	91,297
11	81,750	85,682	89,820	90,967	92,137	93,319	94,517
12	81,750	85,682	89,820	94,174	95,389	96,618	97,865
13	81,750	85,682	89,820	94,174	97,080	98,330	99,601
14	81,750	85,682	89,820	94,174	98,800	100,078	101,370
15	81,750	85,682	89,820	94,174	98,800	101,857	103,176
16	81,750	85,682	89,820	94,174	98,800	103,671	105,014
17	81,750	85,682	89,820	94,174	98,800	105,520	106,889
18	81,750	85,682	89,820	94,174	98,800	107,404	108,799
19	81,750	85,682	89,820	94,174	98,800	109,325	110,747
20	81,750	85,682	89,820	94,174	98,800	111,281	112,732
21	81,750	85,682	89,820	94,174	98,800	113,278	114,756
22	81,750	85,682	89,820	94,174	98,800	115,310	116,817
23						118,002	119,547
24						120,761	122,343
25						123,590	125,213
26						126,488	128,150

Counselor Work Year 199 Days
Reflects 9% increase from 2022-2023
Board Approved: 2/13/2024

Approved for Distribution:



 PK Diffenbaugh
 Superintendent

Extracurricular Duty

SALARY SCHEDULE

2023-2024

**MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
EXTRACURRICULAR AND CO-CURRICULAR DUTY SALARY SCHEDULE
2023-2024**

	Year 1	Year 4	Year 7
Middle School			
Music, Concert Band	2424	2546	2673
Music, Jazz Band	2424	2546	2673
Music, Vocal	2424	2546	2673
Music, Orchestra	2424	2546	2673
Speech/Drama	2424	2546	2673
Student Publications, Yearbook	2202	2314	2430
Student Publications, Newspaper	2202	2314	2430
High School			
Music, Concert Band	4255	4467	4691
Music, Jazz Band	4255	4467	4691
Music, Orchestra	4255	4467	4691
Music, Vocal	2424	2546	2673
Speech	4406	4627	4857
Drama	4845	5087	5342
Student Publications, Yearbook	2202	2314	2430
Student Publications, Video Yearl	2202	2314	2430
Student Publications, Newspaper	2202	2314	2430
High School Non Professional Activities			
Ticket Sellers	2202	2314	2430
Ticket Takers	2202	2314	2430
Scorekeepers	2202	2314	2430
Timers	2202	2314	2430
Officials	2202	2314	2430
High School Department Chairpersons			
Number of total sections within the Department			
0 - 19	1541	1618	1700
20 - 34	1982	2082	2184
35 and above	2424	2546	2673

Middle School Department Chairpersons

A Stipend of \$1081/year for Middle School Department Chairpersons,

Board Approved: 2/13/2024
Reflects 9% increase from 2022-2023

Approved for Distribution


PK Diffenbaugh, Superintendent

Independent Study Hourly Rate

SALARY SCHEDULE

2023-2024

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

TEACHERS SALARY SCHEDULE

2023-2024

Independent Study Hourly Rate

The District recognizes the independent study teachers as a group represented by the Monterey Bay Teachers Association and as such are entitled to negotiated salary increases approved by the District.

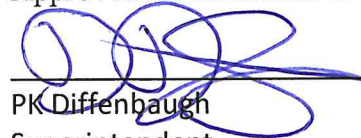
Hourly Rate \$42.98

Effective:

Board Approval: 2/13/2024

Reflects 9% over 2022-2023

Approved for distribution:



PK Diffenbaugh
Superintendent

Preschool Teachers

SALARY SCHEDULE

2023-2024

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT


**Preschool Teachers
12 Month Employee Calendar
2023-2024**

STEP	CCP	CCP +15	CCP + 30	CCP + 45	CCP + 60	CCP + 75	CCP + 90
	I	II	III	IV	V	VI	VII
1	51,550	53,589	56,099	57,738	59,778	61,870	64,036
2	53,206	55,326	57,938	59,640	61,764	63,925	66,163
3	54,928	57,133	59,852	61,622	63,830	66,063	68,376
4	56,722	59,014	61,840	63,682	65,978	68,287	70,677
5	58,586	60,968	63,909	65,823	68,211	70,599	73,071
6	60,519	62,980	66,018	67,995	70,462	72,929	75,482
7	62,516	65,058	68,197	70,239	72,787	75,336	77,973
8	64,579	67,205	70,448	72,557	75,189	77,822	80,546
9	66,710	69,423	72,773	74,951	77,670	80,390	83,204
10	68,911	71,714	75,175	77,424	80,233	83,043	85,950

CCP - Children's Center Permit
Allowance for Doctorate - \$500.00

General Schedule Provisions:
Work Year is 8 hours a day, 12 months per year.
Hourly Rate is yearly divided by 184 days times 261
Reflects 2% on schedule and add 5 additional steps
Board Approval : 2/13/2024

Approved for Distribution


 PK Diffenbaugh, Superintendent

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

**Preschool Teachers Salary Schedule
Less Than 12 Month Employees
2023-2024**

	CCP	CCP +15	CCP + 30	CCP + 45	CCP + 60	CCP + 75	CCP + 90
	I	II	III	IV	V	VI	VII
STEP							
1	36,342	37,779	39,548	40,704	42,142	43,617	45,144
2	37,509	39,004	40,845	42,045	43,543	45,067	46,644
3	38,723	40,278	42,194	43,443	44,998	46,573	48,203
4	39,988	41,604	43,596	44,894	46,513	48,141	49,826
5	41,302	42,982	45,054	46,404	48,088	49,771	51,513
6	42,665	44,400	46,541	47,935	49,675	51,413	53,213
7	44,073	45,865	48,077	49,517	51,314	53,110	54,969
8	45,527	47,379	49,664	51,151	53,007	54,863	56,783
9	47,029	48,943	51,303	52,839	54,756	56,673	58,657
10	48,581	50,558	52,996	54,583	56,563	58,543	60,593

CCP - Children's Center Permit
 Allowance for Doctorate - \$500.00
 Reflects 2% on schedule and 5 additional steps
 General Schedule Provisions

Salary Schedule reflects annual amount.
 Daily rate is based on a work year of 184 days.

Board Approval : 2/13/2024

Approved for Distribution


 PK Diffenbaugh, Superintendent

Psychologist/Nurse Speech & Language Pathologist

SALARY SCHEDULE

2023-2024

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

Psychologists/Nurse/Speech & Language Pathologist
2023-2024

STEP	Psychologist		Nurse		Speech & Language Pathologist	
	190 DAYS		185 DAYS		185 DAYS	
1	\$	97,734	\$	95,382	\$	95,382
2	\$	99,068	\$	96,680	\$	96,680
3	\$	100,420	\$	97,978	\$	97,978
4	\$	101,792	\$	99,314	\$	99,314
5	\$	103,186	\$	100,671	\$	100,671
6	\$	104,600	\$	102,048	\$	102,048
8	\$	108,477	\$	105,824	\$	105,824
12	\$	112,513	\$	109,752	\$	109,752
16	\$	116,708	\$	113,839	\$	113,839
20	\$	121,071	\$	118,085	\$	118,085

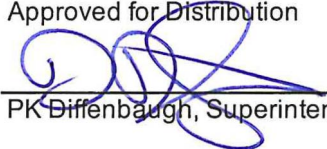
Allowance for Doctorate: \$500.00

Allowance for CTC School Nurse Credential: \$1,000.00

Board approved: 2/13/2024

Reflects 9% increase from 2022-2023

Approved for Distribution


PK Diffenbaugh, Superintendent

ROP

SALARY SCHEDULE

2023-2024

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
Teacher Schedule 185 Days
CTE/ROP Schedule
2023-2024

STEP	Prelim CTE Credential	Clear + CTE Credential	CTE Credential +AA / AS	CTE Credential + BA / BS
	I	II	II	IV Placement on Schedule A
1	\$50,522	\$52,657	\$54,779	
2	\$52,224	\$54,471	\$56,673	
3	\$54,004	\$56,321	\$58,639	
4	\$55,855	\$58,259	\$61,356	
5	\$57,784	\$60,922	\$63,504	
6	\$60,456	\$63,040	\$65,740	
7	\$62,565	\$65,266	\$68,052	
8	\$64,757	\$67,572	\$70,471	
9	\$67,030	\$69,963	\$72,977	
10	\$69,418	\$72,462	\$75,597	
11	\$71,870	\$75,049	\$78,295	
12		\$77,752	\$81,116	
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

Teacher Work Year 185 Days
 Reflects 9% increase from 2022-2023
 Board Approved: 2/13/2024

Approved for Distribution:


 PK Diffenbaugh
 Superintendent

ROTC

SALARY SCHEDULE

2023-2024

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

ROTC/NJROTC Schedule 200 days
2023-2024

All Columns are based on Minimum Instructor Pay Plus Dollar Amount as Listed

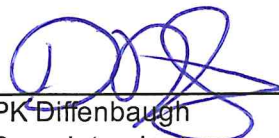
STEP	AA II	BA III	MA IV
1	\$0	\$792	\$1,597
2	\$2,180	\$3,003	\$3,837
3	\$4,444	\$5,296	\$6,164
4	\$4,444	\$7,680	\$8,582
5	\$4,444	\$10,156	\$11,093
6	\$4,444	\$12,726	\$13,698
7	\$4,444	\$15,397	\$16,406
8	\$4,444	\$18,170	\$19,216
9	\$4,444	\$21,048	\$22,136
10	\$4,444	\$24,038	\$25,167
11	\$4,444	\$27,143	\$28,317
12	\$4,444	\$27,143	\$31,586
13	\$4,444	\$27,143	\$31,586
14	\$4,444	\$27,143	\$31,586
15	\$4,444	\$27,143	\$31,586
16	\$4,444	\$27,143	\$31,586
17	\$4,444	\$27,143	\$31,586
18	\$4,444	\$27,143	\$31,586
19	\$4,444	\$27,143	\$31,586
20	\$4,444	\$27,143	\$31,586
21	\$4,444	\$27,143	\$31,586
22	\$4,444	\$27,143	\$31,586
23			
24			
25			
26			

Work Year 200 days

Reflects 9% increase from 2022-2023

Board Approval: 2/13/2024

Approved for Distribution:



PK Diffenbaugh
Superintendent

Teacher

SALARY SCHEDULE A

2023-2024

**2023-2024
Teacher Salary Schedule
185 Days**

Schedule A*

STEP	BA + 45		BA + 60		BA + 75	
	Intern	BA	BA+30+MA	BA+45+MA	BA+60+MA	BA+75+MA
	II	III	IV	V	VI	VII
1	59,277	60,002	60,735	61,477	62,231	62,995
2	61,268	62,018	62,780	63,550	64,334	65,128
3	63,332	64,112	64,903	65,703	66,516	67,341
4	63,332	66,286	67,108	67,939	68,783	69,640
5	63,332	68,546	69,397	70,260	71,138	72,027
6	63,332	70,890	71,777	72,671	73,583	74,507
7	63,332	73,326	74,245	75,175	76,122	77,082
8	63,332	75,856	76,810	77,777	78,759	79,756
9	63,332	78,481	79,473	80,478	81,497	82,533
10	63,332	81,209	82,241	83,283	84,342	85,416
11	63,332	84,042	85,113	86,195	87,296	88,411
12	63,332	84,042	88,095	89,220	90,362	91,522
13	63,332	84,042	88,095	90,789	91,956	93,137
14	63,332	84,042	88,095	92,391	93,580	94,782
15	63,332	84,042	88,095	92,391	95,233	96,460
16	63,332	84,042	88,095	92,391	96,920	98,170
17	63,332	84,042	88,095	92,391	98,640	99,913
18	63,332	84,042	88,095	92,391	100,391	101,688
19	63,332	84,042	88,095	92,391	102,177	103,500
20	63,332	84,042	88,095	92,391	103,997	105,345
21	63,332	84,042	88,095	92,391	105,852	107,227
22	63,332	84,042	88,095	92,391	107,742	109,144
23					110,246	111,682
24					112,811	114,283
25					115,441	116,948
26					118,136	119,682

Teacher Work Year 185 Days

Board Approved: 2/13/2024

Reflects 9% increase from 2022-2023

Approved for Distribution

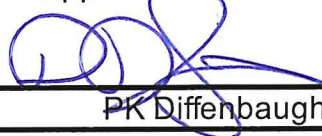

PK Diffenbaugh

EXHIBIT B

**Evaluation Forms are available on the
website**

[Click here to access](#)

EXHIBIT C

School Calendars

2024-2025

2025-2026

2024-2025 School Calendar

JULY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY

4 – HOLIDAY - 4th of July

22 – Counselor Start Date

26, 29, 30, 31 – Teachers Years 1-4 Professional Development including one (1) Teacher Work Day

JANUARY

1 – New Year's Day Holiday

2-3 – Winter Break
(Cert. & Class. w/ less than 12 months)

6 – Professional Development Day

7 – Teacher Work Day

8 – Students Return

20 – HOLIDAY - Martin Luther King Day

JANUARY 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

(17 Days Taught)

AUGUST 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(18 Days Taught)

AUGUST

1 – Teachers Years 1-4 Professional Development including one (1) Teacher Work Day

2 – All Teachers Return/ Full Site Professional Development

5 - ½ Day Professional Development, ½ Day Teacher Work Day

6 – Teacher Work Day

7 – 1st Student Day

FEBRUARY

10 – HOLIDAY – Observance of Lincoln's Birthday

17 – HOLIDAY - President's Day

FEBRUARY 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

(18 Days Taught)

SEPTEMBER 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

(20 Days Taught)

SEPTEMBER

2 – HOLIDAY - Labor Day

30 – End of 1st Quarter (38 days)

MARCH

14 – End of 3rd Quarter (46 Days)

17-28 – Spring Break
(Cert. & Class. w/ less than 12 months)

MARCH 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

(11 Days Taught)

OCTOBER 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

(18 Days Taught)

OCTOBER

7-11 – Fall Break
(Cert. & Class. w/ less than 12 months)

APRIL

APRIL 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

(22 Days Taught)

NOVEMBER 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

(15 Days Taught)

NOVEMBER

11 – HOLIDAY - Veterans Day

25-29 – Thanksgiving Break
(Cert. & Class. w/ less than 12 months)

28-29 – HOLIDAY - Thanksgiving

MAY

26 – HOLIDAY - Memorial Day

MAY 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(21 Days Taught)

DECEMBER 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20*	21
22	23	24	25	26	27	28
29	30	31				

(15 Days Taught)

DECEMBER

20 – End of 2nd Quarter (48 days)
End of 1st Semester (86 Days)
All secondary Grades due

23-31 – Winter Break
(Cert. & Class. w/ less than 12 months)

24-27 – Paid Holidays

30 – Unpaid Non-Workday for 11 and 12 month employees

31 – Paid Holiday
(11-12 Month Classified Employees)

JUNE

6 – LAST Student Day

6 – Teacher Last Day

6 – All Grades Due

6 – End of 4th Quarter (48 Days)/End of 2nd Semester (94 Days)

13 – Counselor Last Day

19 – HOLIDAY – Juneteenth

JUNE 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6*	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

(5 Days Taught)

	Holiday Schools Closed
	Holiday District Office and Schools Closed
	Professional Development Days
	Teacher Work Days
	New Teacher Academy
	* Less than a full day

	First Student Day (August 7)
	Students return from Winter Break (January 8)
	Last Student Day (June 6)
	Student Days – 180 days Returning Teacher Days – 185 days
	New Teacher Days - 190 Days – 12 Month Classified - 244 Days

2024-2025 Preschool Full Day School Calendar

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2025-2026 School Calendar

JULY

4 – HOLIDAY - 4th of July
 21 – Counselor Start Date
 25, 28, 29, 30, 31 – Teachers Years 1-4 Professional Development including one (1) Teacher Work Day

JULY 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY

1 – New Year’s Day Holiday
 2 – Winter Break (Cert. & Class. w/ less than 12 months)
 5 – Professional Development Day
 6 – Teacher Work Day
 7 – Students Return
 19 – HOLIDAY - Martin Luther King Day

JANUARY 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

(17 Days Taught)

AUGUST 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

(18 Days Taught)

AUGUST

1 – All Teachers Return/ Full Site Professional Development
 4 - ½ Day Professional Development, ½ Day Teacher Work Day
 5 – Teacher Work Day
 6 – 1st Student Day

FEBRUARY

9 – HOLIDAY – Observance of Lincoln’s Birthday
 16 – HOLIDAY - President’s Day

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

(18 Days Taught)

SEPTEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

(21 Days Taught)

SEPTEMBER

1 – HOLIDAY - Labor Day
 30 – End of 1st Quarter (39 days)

MARCH

20 – End of 3rd Quarter (50 Days)
 23-31 – Spring Break (Cert. & Class. w/ less than 12 months)

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

(15 Days Taught)

OCTOBER 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

(18 Days Taught)

OCTOBER

6-10 – Fall Break (Cert. & Class. w/ less than 12 months)

APRIL

1-3 – Spring Break (Cert. & Class. w/ less than 12 months)

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

(19 Days Taught)

NOVEMBER 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

(14 Days Taught)

NOVEMBER

11 – HOLIDAY - Veterans Day
 24-28 – Thanksgiving Break (Cert. & Class. w/ less than 12 months)
 27-28 – HOLIDAY - Thanksgiving

MAY

25 – HOLIDAY - Memorial Day

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

(20 Days Taught)

DECEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19*	20
21	22	23	24	25	26	27
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(15 Days Taught)

DECEMBER

19 – End of 2nd Quarter (47 days)
 End of 1st Semester (86 Days)
 All secondary Grades due
 22-31 – Winter Break (Cert. & Class. w/ less than 12 months)
 24-26, 30-31 – Paid Holidays (12 Month Classified Employee)
 29 – Unpaid Non-Workday for 11 and 12 month employees

JUNE

5 – LAST Student Day
 5 – Teacher Last Day
 5 – All Grades Due
 5 – End of 4th Quarter (42 Days)/End of 2nd Semester (92 Days)
 12 – Counselor Last Day
 19 – HOLIDAY – Juneteenth

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5*	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

(5 Days Taught)

	Holiday Schools Closed
	Holiday District Office and Schools Closed
	Professional Development Days
	Teacher Work Days
	New Teacher Academy
	* Less than a full day

	First Student Day (August 6)
	Students return from Winter Break (January 7)
	Last Student Day (June 5)
Student Days – 180 days Returning Teacher Days – 185 days	
New Teacher Days - 190 Days – 12 Month Classified - 244 Days	

2025-2026 Preschool Full Day School Calendar

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Holiday District Office and School Closed

MOUs

MEMORANDUM OF UNDERSTANDING

BETWEEN

MONTEREY BAY TEACHERS ASSOCIATION

AND

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

November 5, 2013

Article X: Workday: Re: Meetings on Wednesdays

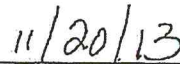
If it is the desire of the school site staff to waive the restriction of not holding meetings on Wednesdays, the process to waive the restriction shall be as follows:

1. The process shall be initiated by the MBTA site representative. The school administrator shall not initiate the process.
2. The site rep will get a voter roster from the MBTA office or create one, ensuring that ALL certificated staff members who will be affected by the vote receive a ballot.
3. All staff members must sign the roster and be given a ballot stating "I agree to hold meetings on Wednesday" or something to that effect, with an area to vote "yes" or "no".
4. The ballots shall be collected in the same fashion as all other MBTA paper ballot votes and be counted by the site rep.
5. The staff needs to vote 100% to hold meetings, in accordance with Article X, H.1, on page 28, on Wednesdays as they are waiving this section of the MBTA contract.
6. The site rep will need to send the voter roster, a copy of the ballot and the results of the vote to the MBTA office.
7. If the vote is not 100%, then no meetings shall take place on Wednesday.




Judy Durand, Executive Director of Human Resources

Monterey Peninsula Unified School District

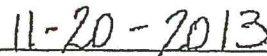


Date



Mary Greenfield, Lead Negotiator

Monterey Bay Teachers Association



Date