

AGREEMENT
MILL VALLEY SCHOOL DISTRICT
AND
MILL VALLEY SCHOOL DISTRICT BOARD OF TRUSTEES
AND
MILL VALLEY TEACHERS ASSOCIATION

July 1, 2021 to June 30, 2024

Approved by the Governing Board: June 17, 2021
Amended June 16, 2022

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ARTICLE 1: AGREEMENT

- 1.1 These articles and provisions constitute a binding agreement (“Agreement”) by and between the Governing Board of the Mill Valley School District (“Board”) and the Mill Valley Teachers Association/California Teachers Association/National Education Association (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- 1.3 If any provision of this Agreement is ruled invalid by a court of competent jurisdiction, then such provision shall not be in effect, but all other provisions and applications shall continue in full force and effect. Upon request, the parties shall meet within 10 days to re-negotiate the provision or provisions affected.
- 1.4 The parties shall reopen negotiations when new statutes or regulations become law that affects provisions in this Agreement.
- 1.5 The appendices and provisions of law incorporated by specific reference into this Agreement are made a part of this Agreement as much as if they had been set forth in this Agreement.
- 1.6 Within 30 days of ratification of the Agreement by both parties, the Board shall have sufficient copies prepared and delivered to the Association for distribution to the unit members in the District.
- 1.7 This Agreement shall be in effect from July 1, 2021 to June 30, 2024. This is a three (3) year Agreement covering the period of July 1, 2021 through June 30, 2024. Salary negotiations shall be closed for the 2021-2022 and 2022-2023 school year. It shall be reopened only for 2023-2024, by either or both of the parties, on Article 21- Compensation, and up to one (1) additional article of each party’s choice. This Agreement may also be reopened by mutual agreement of the parties. If the parties agree to modify the terms of a reopened article, the modification shall be incorporated into this Agreement.
- 1.8 Local Option Process
 - 1.8.1 Any school (or schools), department, individual, or group of individuals within the bargaining unit may request a waiver from provisions of this contract subject to the following conditions:
 - 1.8.1.1 Proposals for waiver shall first be discussed with the Association and District in a consult session.
 - 1.8.1.2 If the waiver will affect an entire school, it must be approved

by a two thirds (2/3) vote of the bargaining unit members at that school. If the waiver will affect only a portion of the school program, it must be approved by a majority vote of the bargaining unit members at that school.

- 1.8.1.3 In addition to the approval in subsection 1.8.1.2 above, both the Association and the Board must approve any waiver before it can become effective.

- 1.8.1.4 All waivers granted under the provisions of the Local Option Process shall remain in effect only for the school year in which they are initiated, but they can be renewed on a year- to-year basis using the same procedure as stated in subsections 1.8.1.2 and 1.8.1.3 above.

- 1.8.1.5 No member of the bargaining unit may use the grievance procedure of this Agreement to challenge the granting of such a waiver

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for employees in the certificated unit, which is composed of the following job classifications: TK-8 classroom teacher, counselor, Special day class teacher, Special education pre-K teacher, Special resource teacher, speech and language specialist, world language teacher, physical education teacher, music teacher, art teacher, librarian, school nurse, and teacher on special assignment (TOSA).
- 2.2 This Agreement shall apply only to unit members in the above described representational unit.

ARTICLE 3: APPLICATION OF STANDARDS

- 3.1 This Agreement shall supersede any rules, regulations, practices, or policies of the Board that are, or may in the future be, contrary to or inconsistent with its terms.
- 3.2 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules that are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE 4: DEFINITIONS

- 4.1 The terms “teacher” and “unit member” refer to any employee who is included in the appropriate Unit as defined in Article 2 and therefore covered by the terms and provisions of the Agreement.
- 4.2 “They, “their”, “them”, “themselves” are herein used as both singular and plural pronouns. Some verbs often used as plural verbs may also be used as singular verbs.

ARTICLE 5: DISTRICT RIGHTS

- 5.1 It is specifically understood and agreed by the parties that all matters not specifically and directly covered by this Agreement remain the sole and exclusive jurisdiction of the District and, unless restricted by the provisions of the California Education Code, the District may act on such matters as determined by the Governing Board in its sole and exclusive discretion.

ARTICLE 6: ASSOCIATION RIGHTS

- 6.1 The Association shall have the right to put notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be located in each school building in areas frequented by unit members. The Association may use the District mail service and unit member mail boxes for communications to unit members. The Association may use District facilities for local Association meetings at reasonable times provided the facilities are not otherwise needed. District equipment may be used by the Association for local Association business provided the equipment is not otherwise in use and provided the Association pays the cost of supplies utilized.
- 6.2 The Association shall be provided with copies of District records necessary to perform its representational duties.
- 6.3 The Association president or that unit member's designee shall be provided released time at no loss of salary or other benefits for the duration of the Agreement upon prior notice to the Superintendent. The Association shall reimburse the District for costs of substitutes.
- 6.4 Association Access to Bargaining Unit Member Information
- 6.4.1. Provide MVTA With Notice of New Hires: The District shall provide the MVTA President and MVTA CTA Staff Representative notice of any newly hired employee at the end of each calendar month as outlined in 6.4.1.1 below.
 - 6.4.1.1 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, probationary, temporary, full-time, part-time hired by the District. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by MVTA.
 - 6.4.1.2 Provide MVTA With New Hire Contact Information: By the last work day of each month, the District shall provide to MVTA via a mutually agreeable secure site or service the following information, with each field in its own column, for each newly hired employee: First Name; Middle Initial; Last Name; Suffix (ex. Jr., III); Job Title; Department; Primary worksite name; Work telephone number; Work Extension; Home Street address (incl. apartment #); City; State; ZIP Code (5 or 9 digits); Home telephone number (10 digits); Personal cellular telephone number (10 digits) if provided to employer; Personal email, address of the employee if provided to employer; District Employee ID; Hire date.

6.4.2.1 The compilation and provision of information to MVTA herein shall in no way be construed as creating a public record for any purpose whatsoever.

6.4.2.2 MVTA will maintain the privacy of the employee information.

6.4.3 Provide MVTA with Periodic Update of Unit Member Contact Information: In September, January, and May on or around the last work day of each month, the District shall provide MVTA with the information described above in section 6.4.2 for all employees in the bargaining unit. MVTA will maintain the privacy of the employee information.

6.4.3.1 Any employees who has been a victim of domestic violence, sexual assault, or stalking, may request that the District use the address designated by the Secretary of State as their address pursuant to Government Code Section 6207.

6.4.3.2 Employees may submit a written request, pursuant to Government Code section 6254.3©, prohibiting the disclosure of their home address, home telephone number, personal cellular number, and personal email address. The District shall indicate in the information provided to the Association President those employees who have submitted such a request.

6.5 New Employee Orientation

6.5.1 Definition of New Employee Orientation: “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

6.5.2 The District shall provide the Association mandatory access to its new employee orientations. The Association shall receive notice and an agenda with times ten (10) or more days in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.

- 6.5.3 Group Orientations: In the event the District conducts a group orientation, the Association shall have up to one (1) hour of exclusive presentation time at the orientation session. When the orientation takes place during a returning teacher workday the District shall provide paid release time of up to two (2) hours for an Association representative for each group orientation. The MVTA / CTA Staff Representative may also attend the orientation session.
- 6.5.4 Individual Orientations: In the event the District conducts one-on-one orientations with new employees, the Association shall have up to thirty (30) minutes of exclusive presentation time at the orientation session. When the orientation takes place during a returning teacher workday the District shall provide paid release time of one (1) hour to an Association representative to conduct the orientation session. The MVTA / CTA staff Representative may also attend the orientation session.
- 6.5.5 The orientation session shall be held of District property during the workday.
- 6.5.6 MVTA may use part of their time at any orientation session to present, or allow CTA endorsed vendors to present information, products and/or services.
- 6.5.7 MVTA will have full access to any audio / visual equipment in the orientation room.
- 6.5.8 New Hire Information Packet: The District shall provide a physical copy or a link to a digital copy of the MVTA MVSD Certificated Collective Bargaining Agreement in the new employee orientation packet.
- 6.5.9 On-line Orientation: In the event that the District implements an on-line orientation/onboarding process, MVTA agrees to provide an on-line or video presentation that the employee shall view as part of the orientation/onboarding process.
- 6.6 Any alleged violation, misrepresentation, or misapplication of the terms of § 6.4 and § 6.5 shall be subject to the grievance provisions of Article 17 Grievance Procedure of the Collective Bargaining Agreement, except as follows:
 - 6.6.1 Definition of a “Grievant”: For the purposes of § 6.4 and § 6.5, a “Grievant” may only be MVTA, No single employee or group of employees may grieve the terms of 6.4 or 6.5 unless they are authorized representatives of MVTA and grieving on behalf of the Association.

ARTICLE 7: CONSULTATION

- 7.1 The Association has the right to consult, upon request of either party, on educational objectives, the content of courses and curriculum, the selection of textbooks, and Board actions, or changes in written Board policies and/or written Administrative Rules and Regulations that affect employees covered by the terms of this Agreement.
- 7.2 The Superintendent or designee shall meet monthly with the Association president or designee to discuss matters of mutual concern including the above subjects.

ARTICLE 8: NON-DISCRIMINATION

- 8.1 The Governing Board shall not illegally discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization, or participation in the activities of an employee organization.
- 8.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE 9: DUES DEDUCTIONS

- 9.1 The authorization, terms, and rescission of dues deductions agreements are internal MVTA matters. The Association certifies that it will maintain individual employee authorizations for deduction of membership dues. The District will process and honor the terms of dues deduction agreements for all bargaining unit members who the Association reports as having written authorizations. Deductions other than unified dues, shall be deducted upon written authorization for a stated period. Such authorization shall continue for unified membership Association dues in effect from year to year unless revoked in writing by the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for 10 months, September through June. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 9.2 With respect to all sums deducted by the District pursuant to authorization of the unit member, for Association unified membership dues, the District agrees to promptly remit such moneys to the Association, accompanied by an alphabetical list of unit members. The Association shall have the right to a listing of unit members for whom deductions are made.
- 9.3 Association member requests for revocation of dues deduction authorizations must be directed to the Association. The District will rely on MVTA's decision as to whether a revocation request is effective.
- 9.4 MVTA will indemnify the District against any claims made by an employee regarding payroll deductions made based on information provided by MVTA to the District.

ARTICLE 10: HOURS OF EMPLOYMENT

- 10.1 Unless other arrangements are made with the site principal for a later arrival or an earlier dismissal, each TK-8 full-time unit member shall be present at the school site for seven hours and five minutes each workday. A regular daily unit member work schedule shall be developed for each site by the school principal. In addition, unit members shall attend faculty meetings, work on curriculum development projects, and participate in parent conferences.
- 10.2 Every unit member shall be entitled to one duty-free lunch period of not less than 30 minutes.
- 10.2.1 Unit members shall not be required to supervise students during the students' lunch period.
- 10.2.2 Transitional kindergarten and kindergarten teachers participating in an extended day will be provided a lunch period comparable to the average period at the school site.
- 10.3 Unit members shall have duty-free recess breaks daily at the same time students have recess breaks, except that unit members may be assigned duty for student supervision during recess provided such duties are assigned on an equitable basis throughout the faculty.
- 10.4 Planning And Preparation Periods
- 10.4.1 Planning and preparation time is part of the contracted work day and will occur on campus. It will be used for planning, preparation and conferences with students, parents, other unit members, or administrators.
- 10.4.1.1 TK through fifth grade teachers and elementary specialists shall receive at least two and one-half hours per week during instructional time for preparation and planning.
- 10.4.1.2 If scheduled preparation time is canceled because a substitute is unavailable, the teacher will be compensated if the time lost exceeds 3.0 hours annually. This payment will be based on the teacher's per diem, and will be paid at the end of the fiscal year, provided the teacher timely submits the loss of the preparation period to the site administrator on the appropriate District form as verification.
- 10.4.1.3 In addition to the prep time listed in 10.4.1.1 above, grade 4/5 teachers' preparation time will be enhanced by providing release from classroom instruction while the students are receiving music and library instruction.

- 10.4.1.4 Teachers of combination classes shall receive an additional five days of pay per year for the additional preparation requirements.
 - 10.4.1.5 Middle School teachers shall receive one planning and preparation period each day during the regular student instructional periods equivalent to one normal class period.
 - 1042 Unit members shall not be required to substitute during their preparation period.
- 105 The District shall designate minimum days during the year for parent conferences. In addition, 4th and 5th grade teachers may take a release day during conferences to hold parent conferences on site.
 - 106 Each unit member shall spend such additional time at the school, as in their professional judgment, is required to beneficially supplement the regular instructional day. To this end, the unit member shall have access to school facilities for the purpose of conferences, planning, preparation, and individual student remediation, until at least 5:00 p.m. on every school day.
 - 107 Unit members shall participate in traditional duties assigned by the principal such as “Back-to-School Night,” “Open House,” graduation, parent meetings, IEP meetings, and extra-curricular activities in accordance with past practices. “Back to School Night” and “Spring Open House” shall be held on a Thursday. On the Wednesdays immediately preceding them, there shall be no site or district meetings.
 - 108 During the hours of employment, unit members shall perform those duties related to their teaching assignments as designated by the principal.
 - 109 The frequency and length of general staff meetings shall be determined through consultation of certificated staff and principal. Middle School department meetings shall be scheduled during the contractual unit member work day. District wide meetings shall not extend more than one hour beyond the contractual unit member work day.
 - 10.10 Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and appropriate breaks as do other unit members.
 - 10.10.1 Unit members who travel from one school to another during a school day will have 40 to 45 minutes of transition time for the purposes of packing, unpacking, and travel if they go from one school site to another within the same day.

10.11 Participation On Committees

- 10.11.1 Unit member participation on all District committees/interview panels shall be on a voluntary basis subject to administrative approval. When committee/interview panel meetings are held outside the workday, the unit members shall be paid at the hourly contract rate of \$45 per hour upon ratification of this Agreement.
- 10.11.2 Unit members who are appointed to School Site Councils pursuant to Education Code Section 51012 shall be granted released time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.

10.12 In-service Training

- 10.12.1 All in-service programs shall be mutually determined by administration and staff.
- 10.12.2 All in-service education meetings for unit members shall occur during the normal workday, or unit members will be paid a stipend of \$45 per hour per unit member (effective upon ratification of this agreement) for any in-service meetings held outside of the workday.

10.13 Work Year

- 10.13.1 Unit members shall provide instruction for 180 days per year and shall render service for a total of 186 days. Three (3) of these shall be before the first day of instruction, one and one-half (1.5) days of which will be teacher directed planning and preparation. One of these shall be a student free day immediately following the conclusion of the student instructional year. New unit members who attend the voluntary New Certificated Institute will be paid at the contracted hourly rate in 10.11.1
- 10.13.2 The work year for Middle School Counselors shall be 15 days longer than the teachers' work year
- 10.13.3 The current school year calendar listing all instructional days, non-instructional days, vacations, and holidays is included as Appendix D.
- 10.13.4 The Superintendent shall meet with the Association to determine the calendar for each school year not later than November 1 of the preceding school year.

10.135 The time between the early release day and the regular school day release of students will be used for site grade-level or department collaboration for TK-5 classroom teachers and specialists. Effective 2020-2021 the early release time will not be used for staff meetings or district meetings, with the exception being that the District may schedule time from early release for District-wide collaboration, professional development, and/or legally-mandated training up to 5 times a year.

10.14 Special Education Positions Unit members assigned to special education positions shall receive additional compensation equivalent to 7 additional days of work, based on their per diem salary, prorated for less than full time employment. These stipends for these days are not subject to the STRS Defined Benefit Plan. The parties will review this item annually to determine if it continues to be appropriate.

10.15 Sixth through Eighth Grade Math Teachers Release Day

Sixth, seventh, and eighth grade math teachers will have one release day per year for scoring and placement in the math program. The math department and the principal will select the day and set the agenda. The parties will review this item annually to determine if it continues to be appropriate.

10.16 TK-5 Instructional Aide Assistance

The District will provide classroom assistance in the form of instructional aides. To the extent the District has discretion with classified employee working conditions, the site principal, in conjunction with the school staff, will assign the aide time to maximize the individual teacher instructional needs. For those kindergarten teachers participating in an extended day, the District will provide three hours of transitional kindergarten and kindergarten aide assistance.

10.17 Middle School Subject Matter Preparations

The number of different subject matter preparations for middle school teachers will not exceed three for any full-time unit member, unless agreed to by the individual teacher. The District will make all reasonable efforts to avoid a teacher having three subject matter preparation periods.

ARTICLE 11: SAFETY CONDITIONS OF EMPLOYMENT

11.1 Safe Working Conditions

- 11.1.1 Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
- 11.1.2 The District administration shall inform a unit member of every student who has caused or attempted to cause serious bodily injury or injury to another person, based on any written records that the District maintains or receives from a law enforcement agency or another district regarding a student described in Education Code Section 49079. Any information received by a unit member pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.
- 11.1.3 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property or protect the health and safety of students.

11.2 Student Discipline

- 11.2.1 A unit member may suspend a student from class for the reasons listed in Education Code Section 48900 for two days (the day of suspension and the day following), provided the unit member immediately notifies the principal or designee and sends the student to the principal for appropriate action, and provided further that the teacher schedules the parent conference required by Education Code Section 48910. A school administrator shall attend the conference if the unit member or the parent or guardian so requests.
- 11.2.2 A written description of the rights and duties of unit members with respect to student discipline, including prohibition of corporal punishment and the right to suspend students, shall be given to new teachers and shall be available to all other unit members.

11.3 Attack, Assault, Or Physical Threat By Student

Whenever a unit member is attacked, assaulted, or physically threatened by a student, the unit member shall promptly report the incident to their immediate supervisor and to the police or local law enforcement according to Education Code Section 44014. Failure to make the report is punishable by a fine. The District shall be required to comply with any reasonable request from the unit member for non-confidential information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit members, police and courts.

11.4 Legal Defense Of A Unit Member

The District shall indemnify and defend the unit member if they are sued as a result of such assault and the assault was in the course and scope of employment. This indemnification and defense shall be provided in accord with the provisions of Government Code Sections 800 and following.

11.5 Personal Property Protection And Liability Coverage

11.51 The employer shall reimburse unit members for the full cost of replacing or repairing clothing, valuables (including money), or other personal property which may be damaged, destroyed, or stolen by a student while the unit member is acting in the proper discharge of duties to a maximum of \$1,000 per incident. Such reimbursement shall also extend to losses incurred as a result of vandalism, burglary, or personal injury to the extent related medical costs are not covered under District-provided insurance. Claims must be filed with the District Office within five days of the occurrence and shall show that the occurrence was the result of student actions.

11.52 Unit members may have additional rights under Education Code Sections 48904 (liability of student for damage to personal property of unit member) and 48905 (request district legal action against a student for damage to unit member's person or property).

11.6 Specialized Health Care

11.61 The District shall provide necessary in-service training upon request to each unit member who is, or shall be, required to teach children with special health care needs.

11.62 The District shall indemnify and hold harmless from liability, arising out of the provisions of specialized health care services, any unit member who performs specialized health care services in the course and scope of the unit member's employment.

ARTICLE 12: TRANSFERS

12.1 General Provisions

- 12.1.1 A “Transfer” is a move from one district school to another district school.
- 12.1.2 A “change in assignment” is a change in grade level for TK-5 teachers within the same school, or a change in subject matter or grade level for teachers grades 6-8.
- 12.1.3 Personnel are employed for the District rather than for a particular grade level or school, and shall be subject to and eligible for transfer within the District. The District Superintendent shall, subject to the approval of the Governing Board, assign all employees of the District employed in positions requiring certification qualifications to positions in which they are to serve. Such power to assign includes the power to transfer a unit member from one school to another school, at which the unit member is certificated to serve, within the District, when the Superintendent concludes that such transfer is in the District’s best interest.

12.2 Annual Survey, Posting, And Filling Of Vacancies

- 12.2.1 The Superintendent shall annually survey the certificated staff on or before March 1, seeking preferences for placement for the following year. Along with the survey, the Superintendent shall notify the certificated unit members of all known vacancies for the following year along with an application deadline for each position. A vacancy is created only after assignments are determined by the site principal.
- 12.2.2 The District will provide written reasons for a change in assignment upon request of the unit member whose assignment is changed. Those reasons shall include, but not be limited to the criteria listed in 12.2.5 below.
- 12.2.3 After March 1 the District shall notify unit members of any change in assignment and will thereafter post notices of vacancies as they occur.
- 12.2.4 Any unit member desiring a transfer to a different school for the following year or who wishes to apply for a posted vacancy will be considered as a candidate by the Superintendent. A general transfer request will be made on the survey form. Application for a specific vacancy will be made according to the requirements posted with the vacancy.
- 12.2.5 Transfer/change of assignment to a particular school or selection for a specific position will be based primarily on the needs of the total educational program including, but not limited to, the following criteria as determined by the Superintendent after consultation with the site administrators: appropriate certification; unit member’s stated preference; academic preparation and/or interest for classes under consideration; suitability of teaching style to the age of the children; past teaching experience; and district seniority.

- 12.2.6 The Superintendent, after consulting with the site administrators shall complete and publish a staffing chart for the fall prior to the time school is out in June and will notify unit members individually of any transfers necessary or granted. During the summer, unit members shall be advised of vacancies as they occur.
- 12.2.7 The District will provide assistance to move classroom materials any time a unit member moves to a different classroom as a result of a change in assignment or a transfer. The District will provide reasonable notice to a unit member prior to moving the unit member's classroom materials.

12.3 Transfers Due To School Closing

- 12.3.1 If a particular school is to be closed, then unit members at that school shall be accorded first priority for filling any new or vacant positions, at the school or schools at which the students from the closing school are being placed, for the coming school year.
- 12.3.2 The unit member from the closed school shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential.

12.4 Superintendent-Initiated Transfer/Change in Assignment

- 12.4.1 Thirty calendar days prior to affecting any transfer or change in assignment, the Superintendent or designee will consult with the unit member being considered for transfer or change in assignment. The Superintendent shall not initiate the transfer or change in assignment of a unit member for reasons that are arbitrary, capricious, or without a reasonable basis in fact; nor shall a Superintendent-initiated transfer or change in assignment be made for disciplinary reasons. "Disciplinary reasons" shall not include a transfer initiated in order to fulfill a legal duty (e.g. remedying a hostile work environment).
- 12.4.2 The District will provide written reasons upon request for a Superintendent-initiated transfer or Superintendent-initiated change in assignment to the unit member upon notification, during a scheduled meeting. Those reasons shall include, but not be limited to the criteria listed in 12.4.4 below.
- 12.4.3 After a site principal assigns staff per 12.2.1, and it is determined that Superintendent-initiated transfer(s) or change(s) in assignment are necessary due to declining enrollment, unit members displaced due to declining enrollment shall be assigned before voluntary transfers.

12.4.4 A unit member subject to a Superintendent-initiated transfer or change in assignment shall be notified of the right to meet with the Governing Board in executive session, to state the reasons why the transfer or change in assignment should not occur, provided the request to meet with the Governing Board is made within eight calendar days of notice of the transfer or change of assignment by the Superintendent. An Association representative may accompany the unit member.

12.4.5 Superintendent-initiated transfers and changes in assignment will be based primarily on the needs of the total educational program including, but not limited to, the following criteria as determined by the Superintendent after consultation with the site administrators: appropriate certification; unit member's stated preference; academic preparation and/or interest for classes under consideration; suitability of teaching style to the age of the children; past teaching experience; and district seniority.

12.5 Time And Assistance For Superintendent-initiated Transfers And Superintendent-initiated Change In Assignment

12.5.1 Unit members who are subject to a Superintendent-initiated transfer or change in assignment or are subject to a change in classroom at the same school site shall be allowed three days of released time or three days per diem pay, or any combination of these. A unit member shall notify the District in advance of their selection. The released days shall be scheduled by the unit member and the site administrator at a time that is mutually agreeable. A unit member who is subjected to a Superintendent-initiated transfer and change in assignment or a Superintendent-initiated change in assignment which also results in a change of classroom shall be allowed one additional day of released time or per diem pay (total of 4) as described above.

ARTICLE 13: FAILURE TO PERFORM DUTIES

- 131 It is the intention that, during the term of this Agreement, unit members shall faithfully and diligently perform all of the duties normally associated with their positions. There shall be no strike, work stoppage, or any other failure to properly perform assigned duties by the Association, its officers, or unit members.
- 132 In the event that any unit members take any steps in violation of the provisions of this section, the Association shall make every effort to prevent such activities and to induce the unit members to comply with the terms of this Agreement.
- 133 Nothing in this article shall prohibit the unit members from exercising rights guaranteed to them by the state or federal constitutions or relieve them from responsibilities provided in those constitutions.

ARTICLE 14: PROFESSIONAL STANDARDS

- 14.1 The purpose of this article is to promote high professional standards by providing a corrective and remedial sequence of steps as a means of assisting unit members if the need arises. This article represents a method of dealing with cases of unsatisfactory performance of professional duties short of outright termination. This article shall be used at the District's sole discretion.
- 14.2 It is the intent of the parties that a unit member charged with unsatisfactory actions be accorded the following rights prior to imposition of a suspension:
 - 14.2.1 Notice and opportunity to be heard prior to any action by the District;
 - 14.2.2 The right to be represented by a person of the unit member's choice;
 - 14.2.3 The right to appeal as outlined below.
- 14.3 Under the provisions of this section, the unit member shall not be cited without just cause. It shall be the District's practice to give an informal, verbal warning and written reprimand before implementation of suspension, except in cases of more serious incidents.
- 14.4 Under this section, the District may take action for alleged unsatisfactory actions in the performance of professional duties only for the following reasons:
 - 14.4.1 Violations of District policy, regulations, or the general Code of Ethics and conduct expected of professional educators:
 - 14.4.2 Abusive behavior, of physical or verbal nature, toward students, fellow employees, or the public while performing school-related activities;
 - 14.4.3 Failure to comply with administrative directives.
- 14.5 To initiate the formal procedures of this section, the Superintendent or designee shall notify the unit member in writing of the alleged unsatisfactory action. In the event that initial complaint was instituted in writing by a parent, existing complaint policy shall be followed.
- 14.6 Following written notification of the alleged unsatisfactory action, a conference shall be scheduled to discuss the matter with the Superintendent. Within five working days following the conference, the Superintendent shall determine the action to be taken by the District and shall notify the unit member in writing of such action.

- 14.6.1 Discipline under this article can range from one to five days suspension without pay.
- 14.7 The unit member may elect to appeal the action to be taken by the District. The notice of appeal shall be delivered to the Superintendent or designee within five working days following the communication from the District concerning the action to be taken. Upon notice of appeal, such action shall be stayed pending the appeal process. Within 30 days, the Governing Board shall meet in closed session to hear this matter and shall render its decision within 15 days thereafter.
- 14.8 Nothing in this process shall supersede the unit member's right to seek relief in a court of law or pursuant to the grievance procedure in this contract.
- 14.9 Any suspension without pay shall not reduce or deprive the unit member of seniority, any fringe benefits or other contractual rights.
- 14.10 If the same or similar infraction does not recur within a one-year period, at unit member's request, the administration will so note in writing in the personnel file. If the infraction does not recur within four years, the record shall be removed at the unit member's request.

ARTICLE 15: EVALUATIONS

15.1 Introduction

15.1.1 The District and the Association mutually agree on the importance of an evaluation system that:

15.1.1.1 Acknowledges excellence in teaching, encourages collegiality for professional growth, and supports those needing assistance.

15.1.1.2 Allows administrators and unit members, to work together efficiently and effectively to continuously improve education in our schools.

15.1.1.3 Is based on the California Standards for the Teaching Profession (Teaching Standards) and the Ed Code section 44662 requirements (Ed Code) that are applied with clarity, consistency, and fairness for all unit members.

15.1.1.4 Indicates consistent growth toward the Teaching Standards and satisfactory/unsatisfactory performance in the Education Code. An unsatisfactory performance evaluation requires a statement of evidence. An unsatisfactory performance evaluation in instructional strategies and/or subject matter knowledge for any permanent unit member shall result in a referral to the PAR Program.

15.1.1.5 Gives unit member the right to be represented by the Association.

15.1.1.6 Provides the evaluation forms, attached as Appendix E and incorporated into this Agreement.

15.1.2 The responsibilities and duties enumerated in this Article are listed to indicate activities that help accomplish the goals of evaluation. It is not necessarily an all-inclusive list. Staff and administrators are encouraged to design and implement other activities that help fulfill the goals of evaluation.

15.1.3 A unit member shall not be evaluated negatively based on any of the following:

15.1.3.1 Any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies;

15.1.3.2 The unit member's private life including the unit member's religious or political beliefs, except as it may prevent the unit member from performing their assigned functions during the workday;

15.1.3.3 The presentation of controversial materials provided that such material is relevant to the course content and that opposing points of view are presented to the class in a balanced fashion;

15.1.3.4 The expression of personal opinions (qualified as the unit member's personal opinion) to the class in all matters relevant to the course content in conjunction with other materials and/or other views, provided that opposing points of view are presented to the class in a balanced fashion;

15.1.3.5 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members.

15.1.4 The principal shall refer a unit member that receives an unsatisfactory rating in subject matter knowledge and/or teaching strategies to the Peer Assistance and Review (PAR).

15.1.5 Procedures

15.1.5.1 The unit member shall have the right to identify any constraints that the unit member believes may inhibit their ability to meet the objectives and standards established.

15.1.5.2 If, in the opinion of the unit member, changed circumstances later alter the factors regarding their prior or current evaluation, the unit member may place in writing their account of these changed circumstances.

15.1.5.3 A formal evaluation conference shall be held to discuss the written final evaluation report. It shall be held no later than March 1 for a probationary unit member and May 1 for all others. The contents of the observation forms and the Evaluation Report shall be discussed at the conference. Written comments made by the evaluator shall be discussed. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached to the final evaluation.

15.1.5.4 If the unit member meets the requirements of the plan, the unit member will receive a satisfactory year-end evaluation.

15.2 Evaluation Plans

15.2.1 Evaluation Plan I: Temporary And Probationary

15.2.1.1 Formal evaluation occurs every year. Its purpose is:

15.2.1.1.1 To provide support for non-permanent unit member's consistent growth toward meeting the Teaching Standards and satisfactory performance in Ed Code areas.

15.2.1.1.2 To observe the work of the unit member for a sufficient period of time to make an appropriate assessment. This will include at least two formal observations.

15.2.1.2 Timelines

Timelines are dates by when the procedures are expected to be accomplished, although exceptions may be made when mutually agreed upon. All changes will be documented in writing. If procedures are not accomplished within two weeks after the established dates listed, some aspects of the unit member's performance that year may be impossible or inappropriate to evaluate. If a unit member or administrator does not accomplish their responsibility by an established date, it must be reflected in that staff member's evaluation.

- Meeting by October 15 to discuss no more than two mutually agreed upon goals utilizing the Teaching Standards.
- Two rounds of pre-observation conference, observation and post-observation conference between November 1 and March 1 with a final written evaluation and conference by May 1.

15.2.2 Evaluation Plan II: Permanent Staff

15.2.2.1 Permanent unit members who show consistent growth toward Teaching Standards and satisfactory performance in Ed Code areas may select either Plan A or Plan B. The unit member must obtain approval of the administrator to participate in Plan B.

15.2.2.1.1 All permanent unit members will have a formal evaluation (written summary evaluation) every other year except when:

- The unit member has been teaching 10 or more years for the Mill Valley School District and has shown consistent growth in the Teaching Standards and satisfactory performance in the Ed Code areas. They will be evaluated every five years;
- The administrator determines that a unit member will have a formal evaluation for a second consecutive year;
- The unit member does not show consistent growth toward the Teaching Standards and satisfactory performance in the Ed Code areas and a Support Plan (Pan III) is implemented;

- the unit member does not show consistent growth toward the Teaching Standards and satisfactory performance in the Ed Code areas or has been given an Unsatisfactory Rating and Plan IV (Permanent Staff Unsatisfactory) is implemented.
- Option for additional evaluation:
 - If unit member is granted a leave of absence for one semester or longer,
 - If unit member moves to another grade level or assignment;
 - If principal is new to the school;
 - By unit member or administrator request; A Unit member may request an additional administrator to be present at a formal observation and administrator will provide written feedback to both originating administrator and unit member. Selection of administrator will be determined by the Superintendent.

15.2.2.1.2 Plan A: Standard Plan

This plan is available to all permanent unit member who show consistent growth toward the standards set forth in this Article.

Timelines For Formal Evaluation Year:

- Administrator and the unit member will meet by October 15th to discuss goals and objectives based on the Teaching Standards and to schedule pre-conference(s), observation(s), and post-conference(s).
- Complete formal observation by April 1.
- Complete final written evaluation and conference by May 1. Include progress toward achievement of goals.

Procedures For The Unit Member:

- Develop a plan with objectives based on the Teaching Standards.

Procedures Required Of The Administrator:

- To assist unit member's in preparing a plan to provide support and resources for unit member's continuous progress toward achievement of the objectives in the plan, and to assess achievement of those objectives.
- To observe and discuss the work of the unit member in order to make an appropriate assessment. This will include at least one formal observation.

Formal Observation:

An objective classroom observation by the administrator that:

- is announced at least two days in advance;
- is preceded by a conference between administrator and unit member with the purpose to agree upon a plan and objective(s) to be observed;
- is at least 45 minutes in length; and
- is followed by a conference and written report of the administrator's comments no later than 10 school days after the observation.

Informal Observation:

A classroom observation that does not meet one or more of the criteria listed above for a formal observation.

15.2.2.1.3 Plan B: Professional Development Plan

This plan is available to any permanent unit member who has shown consistent growth toward the Teaching Standards and satisfactory progress in the Ed Code areas established in this Article. It has a one year cycle, with a non-evaluation year following each successful evaluation. Unit members evaluated under this plan are expected to meet on a regular basis with their professional development team to discuss teaching concerns and interests and progress toward their plan.

Professional Development Plan:

A document developed by the unit member in consultation with the administrator describing a unit member's professional interests and needs that:

- covers one year of professional activity;
- includes 1-5 long-term professional growth goals that are consistent with school, District, and grade level department goals and priorities;
- identifies the Teaching Standard(s) related to each professional growth objective;
- identifies specific objective(s) and describes activities to be undertaken;
- identifies resources and support need to achieve goals;
- provides a summative evaluation at the conclusion of the plan.

15.2.2.2 Timelines

- 15.2.2.2.1 Professional Development plan submitted to and approved by administrator by November 1.
- 15.2.2.2.2 Professional partnership team (team) meets every other month.
- 15.2.2.2.3 Unit member provides a summative report to administrator by April 15.
- 15.2.2.2.4 Summative evaluation conference and administrative written report at conclusion of professional development plan by May 1.

15.2.2.3 Procedures Required Of Unit Member

- 15.2.2.3.1 To create and participate in a team to inform the unit member's administrator of the names of the team members, and to document meetings which must occur every other month during the school year to discuss progress toward objectives of plan. The plan may include team member's observing each other on an informal basis.

15.2.2.3.2 Provide a summative report to the administrator at the conclusion of the plan by April 15.

15.2.2.4 Procedures Required Of Administrator

15.2.2.4.1 To discuss the professional development plan with participant and sign the plan to indicate acceptance by October 15.

15.2.2.4.2 To observe informally on a regular basis as appropriate to support the plan.

15.2.2.4.3 To support unit member's professional development goals by providing resources, feedback, and recognition, or by arranging for this support to be provided by others.

15.2.2.4.4 To review, discuss and write responses to unit member's reports and collaborative summary evaluation no later than May 1.

15.2.2.4.5 To determine and indicate in an annual written response whether a unit member's performance shows consistent growth toward the standards set forth in this Article.

15.2.2.5 Discontinuation Of Professional Development Plan

Unit members who do not show consistent growth toward the Teaching Standards and satisfactory progress in the Ed Code areas at the time of the collaborative summative evaluation shall be evaluated on Plan IIA the following year.

15.2.3 Plan III: Support Plan

Permanent unit members who are determined by their administrator to not show consistent growth toward the Teaching Standards and satisfactory performance in Ed Code areas shall be evaluated as follows:

15.2.3.1 Placement under this plan is the result of a unit member's failing to show consistent growth toward the Teaching Standards and satisfactory performance in the Ed Code areas, as identified by the administrator working in consultation with the Superintendent or designee. A unit member shall be placed on this plan whenever it is deemed necessary by the administrator. The unit member has the right to representation in this process.

15.2.3.2 The administrator and the unit member will develop a plan to address concerns over a support period of 4 to 18 work weeks. The administrator shall notify the Superintendent or designee of the plan.

- 15.2.3.3 At the end of the agreed-upon support period, if the unit member's performance does not show consistent growth toward the Teaching Standards and satisfactory performance in Ed Code areas and it is a formal evaluation year, the administrator shall notify the unit member in writing that they are being placed on Plan IV: Improvement.
- 15.2.3.4 While the administrator may request any assistance or resources that they deem appropriate, it is the administrator's responsibility to monitor and supervise staff placed on this plan. If the unit member feels they have been evaluated unfairly, they can make a written request for review or observation by a second administrator.
- 15.2.3.5 When a unit member has been placed on this plan, the unit member, the site administrator, the Superintendent or designee will develop a support plan which shall specify:
- duration of the plan, not to exceed 18 weeks;
 - performance concerns, including the Teaching Standards and satisfactory performance in Education Code areas to be addressed;
 - support to be provided to the unit member, which the unit member may elect to use or not to use;
 - information about the purpose of classroom observations to be made, which may be announced or unannounced;
 - discussion with unit member regarding classroom observation;
 - description of what will be considered satisfactory progress toward showing consistent growth toward the Teaching Standards and satisfactory progress in Education Code areas;
 - dates of written progress reports and summary evaluation.
- 15.2.3.6 At least every six weeks the administrator shall complete a written report on the unit member's progress and discuss it with the unit member. Each report will clearly identify the standard(s) and element(s) where consistent growth needs to continue to be addressed.
- 15.2.3.7 At the end of the period specified in the Support Plan, the administrator will write a summary of the unit member's performance. If this period falls other than at the end of the school year and it is an evaluation year, the unit member will return to evaluation Plan IIA: Standard Plan.

- 15.2.3.7.1 If the administrator determines that the unit member has shown consistent growth toward the Teaching Standards and satisfactory progress in Ed Code areas and it is an evaluation year, the unit member will return to the standard evaluation plan for permanent staff and be evaluated in the current or following school year. Thereafter, the unit member may select evaluation under a multi-year professional plan if the administrator agrees.
- 15.2.3.7.2 If the administrator determines that a unit member has made satisfactory progress but still does not show consistent growth toward the Teaching Standards, and has not met the support plan, an extension of this plan may be granted for up to 18 weeks.
- 15.2.3.7.3 If the administrator determines that a unit member has not shown consistent growth toward the Teaching Standards and satisfactory progress in Ed Code areas and it is an evaluation year and has not met the support plan, the unit member will be placed on Plan IV: Permanent Staff Unsatisfactory.
- 15.2.3.7.4 If it is an evaluation year for the unit member, the administrator in consultation with the Superintendent or designee shall identify individuals to be placed on Plan IV: Improvement Plan. The unit member shall be notified of this decision at a meeting with the administrator, the Superintendent or his/her designee, in order to clearly delineate concerns associated with the unit member's performance. The unit member has a right to be represented.
- 15.2.3.7.5 T The District may place the support plan and the administrative summary in the unit member personnel file.

15.2.4 Plan IV: Permanent Staff Unsatisfactory: Improvement Plan

A unit member who has received an unsatisfactory rating and is not making satisfactory improvement during a period of support in the Support Plan (Plan III) shall be evaluated under this plan. Evaluations are structured to document the quality of the unit member's performance and the efforts expended in assisting the unit member to improve performance. This plan requires careful monitoring and analysis of the unit member's performance.

15.2.4.1 Procedures

15.2.4.1.1 The administrator, unit member, and Superintendent or designee, shall develop the unit member's improvement plan to address the areas of unsatisfactory performance. The minimum duration of this improvement plan will be nine weeks.

15.2.4.1.2 At least every three weeks the administrator shall complete a written review of the unit member's progress and discuss this report with the unit member. The unit member may submit a written response.

15.2.4.1.3 The administrator shall write a summary evaluation by a date specified in the improvement plan, no later than 10 working days after the conclusion of this plan. The Superintendent or designee will review this summary.

- If the administrator and Superintendent or designee, determine that the unit member shows satisfactory performance on the Improvement Plan at the end of the plan, the unit member will be evaluated under the Plan IIA for permanent staff for the remainder of that school year and the following year, receiving a summary evaluation by May 1 in each of those years. Thereafter, the unit member may select evaluation under a multi-year professional plan if the administrator agrees. If the unit member does not show satisfactory performance on the Improvement Plan, they shall continue on Plan IV.
- The improvement plan, progress reports, and summary evaluation required under this plan will be placed in the unit member's personnel file.

15.2.5 Salary Placement

If a unit member receives an unsatisfactory year end evaluation, the unit member will not receive their salary step and class for the following year subject to the following conditions:

15.2.5.1 The unit member will be placed on Plan IV: Improvement Plan.

15.2.5.2 If the unit member meets the requirements of the plan, the unit member will receive a satisfactory year end evaluation and return to their step and class on the salary schedule for the following year.

15.3 Required Procedures For All Evaluation Plans

15.3.1 Procedures Required Of Unit Members: All Plans

15.3.1.1 To follow the timeline for relevant plan.

15.3.1.2 To meet with the unit member's administrator to discuss consistent growth toward the Teaching Standards and satisfactory performance in Ed Code areas and/or achievement of the unit member's objectives.

15.3.2 Procedures Required Of Administrators: All Plans

15.3.2.1 To follow the timelines for relevant plan;

15.3.2.2 To make formal and informal classroom observations, as needed, to make an appropriate assessment.

15.3.2.3 To be sure that no more than two administrators observe a unit member at the same time.

15.3.2.4 To assist the unit member in identifying desired improvements and in developing a plan to effect those improvements. If a desired or needed improvement for a unit member is identified, the administrator shall indicate in writing unit member or not the unit member has effected or partially effected improvement.

15.3.2.5 To determine whether a unit member's performance shows consistent growth toward the Teaching Standards and satisfactory performance in Ed Code areas. If it does not, the administrator shall communicate this to the unit member in writing. The judgment of unit member performance reported on the Summary Evaluation will determine the evaluation status of the unit member at the start of the next school year.

15.4 Procedures To Resolve Disagreement Over Teaching Standard Goals (Plan IIA) And/Or Professional Development Plan (IIB)

The following procedures shall be followed in the event of a disagreement between the unit member and the administrator regarding the Professional Development Plan or Teaching Standard goals. The unit member has the right to representation in all proceedings.

15.4.1 The unit member and the administrator shall make a good faith effort to resolve the disagreement.

15.4.2 If the disagreement persists, the parties may mutually agree on a third party to assist in resolving the disagreement.

15.4.3 If the third party is not successful in helping the unit member and administrator to resolve the disagreement, the unit member, administrator, and the third party shall each have the opportunity to state their position on the matter(s) in dispute and to have a written statement attached to the Teaching Standard Goals or Professional Development Plan. If necessary, the Superintendent or designee shall make the final decision on the matter(s) in dispute.

15.5 Responsibilities Of The Superintendent Or Designee

15.5.1 To ensure fairness in the evaluation process by:

15.5.1.1 consulting with administrators to ensure that judgments are based upon appropriate evidence;

15.5.1.2 helping administrators identify and assist unit members who do not show consistent growth toward the Teaching Standards and satisfactory performance in Ed Code areas, or assisting those unit members directly;

15.5.1.3 reviewing completed summary evaluations;

15.5.1.4 ensuring that timelines are followed and evaluations are completed.

15.5.2 To provide for training of administrators who must evaluate the work of others.

15.5.3 To make decisions regarding the initiation of termination of a unit member, pursuant to the Education Code.

ARTICLE 16: PEER ASSISTANCE AND REVIEW (PAR) AND BEGINNING TEACHER SUPPORT ASSESSMENT (BTSA)

16.1 Introduction

The Association and the District are continuously striving to provide the highest possible quality education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Unit members participating in the PAR or BTSA programs are viewed as valuable professionals who deserve to have the best resources available.

16.2 PAR Definitions

16.2.1 “PAR Joint Panel” serves as the governing body of the PAR Program.

16.2.2 “PAR” Support Provider” is a unit member who provides assistance to Referred Participating Teachers and Volunteer Participating Teachers pursuant to the PAR program.

16.2.3 “Referred Teacher” is a unit member with permanent status who receives assistance to improve their instructional techniques or methodology and/or subject matter knowledge as a result of an unsatisfactory final evaluation.

16.2.4 “Volunteer Teacher” is a unit member with permanent status who volunteers to participate in the PAR program.

16.3 PAR Joint Panel

16.3.1 When a unit member volunteers or is referred, a PAR Joint Panel shall be established. It shall be composed of three unit members and two administrators.

16.3.1.1 The Association is responsible for determining the classroom teachers to serve as PAR Joint Panel members.

16.3.1.2 The Superintendent shall appoint the administrator panel members. At least one administrator panel member shall be a site administrator.

16.3.1.3 PAR Joint Panel members will participate in training not to exceed two days to understand and implement the PAR program.

- 16.3.2 The PAR Joint Panel shall meet as needed.
- 16.3.3 The PAR Joint Panel shall be responsible for the following:
 - 16.3.3.1 Adopting Rules and Procedures to effect the provisions of this program. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - 16.3.3.2 Selecting PAR Support Providers.
 - 16.3.3.3 Reviewing the final paperwork prepared by the PAR Support Provider and making written recommendations to the Superintendent regarding the Referred Teacher's progress in the PAR program. Only the panel's written recommendation shall be made available for placement in the Referred or Volunteer's Teacher's personnel file.
 - 16.3.3.4 Evaluating the impact of the PAR program.
- 16.3.4 All proceedings and materials related to evaluations, reports, and all personnel matters shall be strictly confidential. Therefore, PAR Joint Panel members and PAR Support Providers may disclose such information only as necessary to administer this article. Each member shall sign a confidentiality statement.
- 16.3.5 PAR Joint Panel teacher members shall be provided reasonable release time for training regarding their duties and observations of PAR Support Provider applicants. If in-service training takes place outside of work hours, these unit members shall be compensated at the appropriate rate.

16.4 Support Provider

- 16.4.1 PAR Support Provider candidates will be selected by the PAR Joint Panel and must meet the following qualifications:
 - 16.4.1.1 Be a permanent unit member.
 - 16.4.1.2 Possess substantial recent experience in classroom instruction.
 - 16.4.1.3 Demonstrate exemplary teaching ability, which includes effective communication skills, subject matter knowledge, and a mastery of a range of teaching strategies to meet student needs in different contexts; demonstrate strength in instructional strategies, classroom management, planning and organization for teaching, and principles of learning.

- 16.4.1.4 The PAR Joint Panel may recommend that PAR Support Providers take additional training or PAR Support Providers may request additional training from the PAR Joint Panel.
- 16.4.2 PAR Support Providers shall be appointed for the duration of each Referred or Volunteer Teacher's participation in the PAR program.
- 16.4.3 No more than one Referred Teacher or Volunteer Teacher may be assigned to a PAR Support Provider at a time.
- 16.4.4 PAR Support Providers shall prepare at least two peer review reports and a final summary report per school year on the Referred Teacher or Volunteer Teacher they assist. These reports shall contain a record of the events and observations that have occurred between PAR Support Provider and the Referred Teacher or Volunteer Teacher, and shall not be evaluative. They shall be submitted to the PAR Joint Panel, the administrator of the Referred Teacher or Volunteer Teacher, and the Referred Teacher or Volunteer Teacher, and shall not be made available for placement in the personnel file.
- 16.4.5 Stipends and Caseload
 - 16.4.5.1 The PAR Support Provider shall be paid a yearly stipend of \$2,500 for each Referred or Volunteer teacher they support. Stipends are based on full year participation of staff. If staff participates for less than one full year, stipends will be prorated.

16.5 Referred Teacher

- 16.5.1 Referred Teachers shall be provided:
 - 16.5.1.1 Multiple PAR Support Provider observations during classroom instruction.
 - 16.5.1.2 Reasonable training and other support as needed to assist improvement in teaching skills and knowledge.
 - 16.5.1.3 The opportunity to indicate preferences as to who would be their PAR Support Provider of those available. The PAR Joint Panel shall review the list of preferences and shall assign a PAR Support Provider.
 - 16.5.1.4 Performance goals for participating teachers in writing, clearly stated, aligned with student learning and consistent with Education Code Section 44662.

- 16.5.1.5 The right to submit a written response within 10 days and have it attached to any report by the Support Provider and/or PAR Joint Panel.
- 16.5.1.6 The right to request a meeting with the PAR Joint Panel with the right to have representation.

16.6 Volunteer Teacher

- 16.6.1 The PAR Joint Panel shall determine the number of Volunteer Teachers admitted into the PAR program each year.
- 16.6.2 The purpose of participation in the PAR program for Volunteer Teachers is for peer assistance only. The Volunteer Teacher may terminate their participation in the PAR program at any time.
- 16.6.3 All communication between the Support Provider and the Volunteer Teacher shall be confidential and, without the written consent of the Volunteer Teacher, shall not be shared with others, including the site administrator, the evaluator, or the PAR Joint Panel.

16.7 PAR Summary

- 16.7.1 The PAR program shall be implemented so that participants expect and are strongly encouraged to have a cooperative relationship between the PAR Support Provider and the administrator with respect to the PAR process. The administrator shall retain the responsibilities for evaluation pursuant to Article 16.
- 16.7.2 The Association and the District shall jointly monitor the development and implementation of the PAR program.
- 16.7.3 This article shall comply with the Education Code requirements regarding PAR. Based upon legislative modification or deletion of these actions.

16.8 BTSA Definitions

- 16.8.1 “BTSA Support Provider” is a unit member who provides assistance to a Participating Teacher in the BTSA program.
- 16.8.2 “Participating Teacher” is a unit member who is at the beginning of their public school career and is participating in Year 1 or Year 2 of the BTSA program.

16.9 BTSA Support Providers

- 16.9.1 BTSA Support Provider candidates must meet the following qualifications:
 - 16.9.1.1 Be a permanent classroom teacher.
 - 16.9.1.2 Possess a minimum of two years of classroom teaching experience.
 - 16.9.1.3 Demonstrate exemplary teaching ability, which includes effective communication skills, subject matter knowledge, and a mastery of a range of teaching strategies to meet student needs in different contexts; demonstrate strength in instructional strategies, classroom management, planning and organization for teaching, and principles of learning.
 - 16.9.1.4 Participate in all required components of the BTSA program, which will include multiple trainings and frequent meetings with the Participating Teacher.
- 16.9.2 The District shall inform unit members of available BTSA Support Provider positions with reasonable advance notice. Teachers shall be given the opportunity to express interest in the available positions. The District shall notify interested unit members in a timely manner whether they have been selected for the positions and the training responsibilities.
- 16.9.3 The Support Provider shall be paid a yearly stipend of \$2000 for each supported Participating Teacher. If staff participates for less than one full year for any reason, stipends will be prorated.
- 16.9.4 A Support Provider can have a maximum caseload of two Participating Teachers.
- 16.9.5 Support Providers who are not full time unit members or who are on leave may meet with the Superintendent to determine an appropriate caseload.

16.10 BTSA Participating Teachers

- 16.10.1 BTSA Participating Teachers shall be provided:
 - 16.10.1.1 The opportunity to participate in a District approved BTSA induction program.
 - 16.10.1.2 Multiple BTSA Support Provider observations during classroom instruction, and multiple opportunities to observe other teachers' classroom instruction.

16.10.1.3 The opportunity to indicate preferences as to who shall be their BTSA Support Provider if applicable.

16.11 All communication between the BTSA Support Provider and the Participating Teacher shall follow BTSA guidelines, and shall be confidential. It shall not be shared with others, including the administrator / evaluator of the Participating Teacher. Each BTSA support provider shall sign a confidentiality statement.

16.12 BTSA Summary

16.12.1 The Association and the District shall jointly monitor the development and implementation of this program, including posting of available BTSA Support Provider positions.

16.12.2 This article shall comply with the Education Code requirements regarding BTSA. Based upon legislative modification or deletion of the BTSA program, the Association and the District agree to negotiate the effects of these actions.

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 Definitions

- 17.1.1 A “grievance” is a claim by one or more unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 17.1.2 A “grievant” is a unit member or the Association making the claim.
- 17.1.3 A “day” is any day on which the District Office is open for business.

17.2 Purpose

- 17.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 17.2.2 Since it is important that grievances be processed as rapidly as possible, the time limit specified at each level should be considered to be the maximum and every effort should be made to expedite the process. In unusual circumstances, the time limits may be extended by mutual agreement.
- 17.2.3 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 and the grievant, by reason of prior commitments, is unable to continue with the processing of the grievance through the summer, the parties shall meet and work out an appropriate schedule for the completion of the grievance process.

17.3 Formal Level

17.3.1 Level I

- 17.3.1.1 Within 30 days after the occurrence of the acts or events giving rise to the grievance, the grievant must present their grievance in writing on the form prescribed by the District to the grievant’s immediate supervisor. However, the grievant is encouraged to discuss the issues informally with the appropriate District official before actually filing the grievance. The District will extend the time limit for filing the grievance if there is a reasonable probability the grievance will be resolved informally.
- 17.3.1.2 This statement shall be a clear, concise statement of the grievance, with the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

- 17.3.1.3 Within 10 days after receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve it. Within 10 days thereafter, the supervisor shall communicate their decision in writing to the grievant.

17.3.2 Level II

- 17.3.2.1 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered within 10 days after the meeting with the immediate supervisor, the grievant may, within 10 days, appeal the decision to the Superintendent.
- 17.3.2.2 This appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
- 17.3.2.3 The Superintendent or designee shall communicate their decision, in writing, to the grievant within 20 days after receiving the appeal.

17.3.3 Level III

- 17.3.3.1 In the event the grievant is not satisfied with the decision at Level II, they may, within 10 working days after receipt of the decision from the Superintendent or designee request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within 15 days of the receipt of the request from the grievant, may submit the grievance to arbitration. If not submitted by the Association, the decision at Level II shall be final.
- 17.3.3.2 The parties shall mutually agree upon an arbitrator. In the event they are unable to agree on an arbitrator within 10 days of the Association's submittal of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the Superintendent cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains.
- 17.3.3.3 The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts, and proposed decision. This report shall be sent to the Governing Board, the Association, the grievant, and the Superintendent. The cost of the arbitrator and the arbitration process shall be borne equally by the Association and the District.
- 17.3.3.4 The arbitrator's proposed decision shall be binding upon both parties.

17.4 Miscellaneous

- 17.4.1 No reprisals of any kind will be taken by the Superintendent, or by any member or representative of the administration or of the Governing Board, against participants in the grievance procedure by reason of such participation.
- 17.4.2 A unit member may be represented in all stages of the grievance procedure by them self, or, at their option, by a representative of their choice.
- 17.4.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit the grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II.
- 17.4.4 Decisions rendered at Levels I and II of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and to the President of the Association.
- 17.4.5 Time limits for appeal provided in each level shall begin the day following receipt of the decision by the grievant. Failure by the grievant to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.
- 17.4.6 A unit member may present grievances to the District and have such grievances adjusted, without intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. However, the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 17.4.7 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 17.4.8 The grievant and any necessary witness shall be granted released time with pay to attend any hearing required by these grievance procedures.
- 17.4.9 Forms for filing grievances, servings of notice, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and submitted to the Association for review and comment.
- 17.4.10 The grievant shall continue to discharge their duties and comply with the direction of the Administration until the grievance is resolved.

ARTICLE 18: CLASS SIZE

18.1 TK-5 Class Size

18.1.1 TK-5 Teachers will receive the following class size stipends: If on December 15 or on April 15 enrollment:

- Equals 28 students: 3 days of pay
- Equals 29 students: 4 days of pay
- Equals 30 students: 5 days of pay
- Equals 31 students or greater: 6 days of pay

18.1.2 If enrollment of a TK-5 class equals 25 or more, the TK-5 teachers will receive one release day per trimester or equivalent of one per diem day for the school year to be paid in June.

18.1.3 Two hours per day of additional aide time will be provided to K-3 teachers whose enrollment equals 25 or more students and 4/5 teachers whose enrollment equals 30 or more students.

18.2 Middle School Teachers

18.2.1 Student Contacts

Assigned student contacts will not exceed 140 per teacher, except for Art and PE. The total student contacts for Art will not exceed 200 (After the first student day of school, to provide scheduling flexibility, the total student contacts for art will not exceed 205. Any enrollment increases over 200 contacts, will only occur after the Administration has met with the Art teacher and MVTA representative to demonstrate a need.); and the total contacts for PE will not exceed 280, with a maximum of 30 in any one class.

18.2.2 Subject Preparations

The number of different subject matter preparation periods will not exceed three for any full-time unit member, unless agreed to by the individual unit member. The District will make all reasonable efforts to avoid a unit member having three subject matter preparation periods.

18.3 Every effort should be made to balance the distribution of students with special needs in regular education classrooms.

ARTICLE 19: LEAVES

19.1 Sick Leave

19.1.1 Entitlement

- 19.1.1.1 Full-time unit members are entitled to ten (10) days per year of sick leave, commencing on the first day of employment. Sick leave for unit members who work less than full-time shall be pro-rated proportionately to their workload. A unit member will receive full pay for those days of absence covered by accumulated sick leave.
- 19.1.1.2 In any school year, unit members may use up to a maximum of five (5) days of accrued and available sick leave under subsection 19.1.1.1 to attend to illness of the unit member's immediate family as defined under subsection 19.1.1.4. This leave is in addition to any other rights to leave in this article. All conditions pertaining to the use of sick leave shall apply to the leave for care of a sick member of the immediate family; and this section shall not extend the maximum period of unpaid leave under the Federal Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).
- 19.1.1.3 When a unit member has exhausted all available sick leave, including any access to catastrophic leave in this Article, and continues to be absent from duty on account of a personal illness or accident for an additional period of up to five school months, fifty percent (50%) of the unit member's daily rate shall be deducted from the salary due the unit member for each day of the additional five months in which the absence occurs.

The accumulated sick leave and the five-month period shall run consecutively.

A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.

19.1.1.4 Definition of Immediate Family and Domestic Partner

The "immediate family" for purpose of this article is defined as: a mother, mother-in-law, father, father-in-law, spouse, son, son-in-law, daughter, daughter-in-law, step-child, foster child, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchild of the unit member, any relative living in the immediate household of the unit member, or a domestic partner.

A “domestic partner” for purposes of this collective agreement is an individual who provides the District with a valid declaration of domestic partnership.

The District will honor the above definition of domestic partner in the applications of dental, vision and medical benefits to the extent allowed by the specific providers.

19.1.2 Notice And Conditions

- 19.1.2.1 When reasonably possible, all unit members shall give notice of their impending absence.
- 19.1.2.2 After school hours, unit members shall notify the District of their impending absence.
- 19.1.2.3 If a unit member fails to give notice within the time limit specified of their intention to return after illness or accident and if a substitute appears for the day’s work, as a result of the unit member’s failure to cancel an absence, the substitute shall receive full-day substitute pay and one day shall be deducted from the unit member’s available sick leave.
- 19.1.2.4 A sick leave day once commenced may not be reinstated as a work day.

19.1.3 Limitations

- 19.1.3.1 A physician’s written verification of the reason for absence in excess of three days may be required by the District prior to payment. In the event of any indication of abuse, however, the District may require medical verification for any absence.
- 19.1.3.2 In the event of a concerted work stoppage, the District may require an affidavit as to the reason for the absence and may request medical verification prior to payment if sick leave is requested.

19.1.4 Deductible From Sick Leave As Personal Necessity

During any school year, a unit member may use, at their election not more than ten (10) days of accumulated sick leave benefits in the following cases of personal necessity:

19.1.4.1 Bereavement

This leave is in addition to the bereavement leave that is not deducted from accumulated sick leave as set forth in Subsection 19.4 of this article.

19.142 Court Appearance

For reasons other than those defined in Subsection 19.9, such as appearance in court as a litigant.

19.143 Religious Observance

19.144 Accident

Accident, involving a unit member's person, property, or the person or property of a unit member's immediate family, as defined above, that requires the immediate presence of the unit member during the work day.

19.145 Personal Necessity

A matter of other personal necessity that cannot be taken care of during the unit member's work day and is not a matter of personal convenience. The intent of personal necessity is that it should not be used for the extension of vacation.

19.2 California Pregnancy Disability Leave And Related Non- CFRA/FMLA Leave

19.2.1 Unpaid Leaves

Subject to the time limitations set forth in subsection 19.2.4 below, leave without pay or other benefits shall be granted to any unit member who applies for leave which precedes pregnancy disability leave, or adoption of a child, or leave for purposes of bonding with the unit member's newborn infant, recently adopted child or recently placed foster child (as those terms are defined by the CFRA. Hereafter "bonding leave").

The unit member shall request leave as soon as practicable, but under no circumstances less than thirty (30) days prior to the date on which the leave is to begin.

19.2.2 Paid Leave For Pregnancy Disability

This leave commences with the onset of disability due to pregnancy unless the unit member is on a Board-approved uncompensated leave. The unit member may utilize sick leave pay and extended disability pay for no more than that limited period of time when the unit member's physician certifies in writing that they are actually physically unable to perform their duties caused by pregnancy, miscarriage, childbirth, or recovery from miscarriage or childbirth.

19.2.3 At least four (4) months prior to the expected birth of the child, the unit member shall submit to the District a physician's statement noting the expected date of birth. A unit member may continue work until the onset of physical disability as verified in writing by the unit member's physician
Determination of Length of Leave.

19.2.3.1 Pregnancy Disability Leave

The length of the pregnancy disability shall be determined by the period of disability as certified by the unit member's physician, not to exceed the time allowed under the combination of the California Pregnancy Leave Act with the CFRA and/or the FMLA. This combination may allow a unit member leave up to seven months of disability with benefits (4 months under California Pregnancy Leave Act plus 12 weeks under CFRA).

19.2.3.2 Child Bonding and Childbearing Preparation

The District and the unit member shall determine the length of the leave for childbearing preparation and child bonding at the time of the leave request for pregnancy disability. This leave will normally extend to the end of a trimester or school year.

19.2.3.3 Child-bonding leave without salary nor benefits may be renewed at the District's discretion for an additional school year.

19.2.4 Determination Of The Amount Of Pay During Leave

19.2.4.1 Leave for pregnancy disability shall be with pay to the extent the unit member has accumulated sick leave and sick leave differential to provide continuation of pay during the disability.

19.2.4.2 Health and welfare benefits will be provided for the period of time the unit member is entitled to paid pregnancy disability leave plus leave available under the FMLA or the CFRA. For those work days not covered by paid leave or by the above listed Acts, health and welfare benefits shall be prorated annually on the basis of actual paid workdays compared to total regular annual workdays. This figure shall be rounded to the nearest month of the twelve months of benefit payments. For example, if the unit member was in paid status for 149 of 186 total work days, the calculation would be $149/186 \times 12 \text{ months} = 9.6 \text{ months}$, rounded to 10 months. (See also Subsection 21.3 of this Agreement.)

19.2.5 Right Of Return To Assignment

19.2.5.1 Pregnancy Disability Leave

A unit member on pregnancy disability leave will have the same right to return to work and at the same assignment as any other unit member on a sick leave disability.

19.2.5.2 Unpaid Leave Combined With Pregnancy Leave

When pregnancy disability is combined with child-bearing preparation and/or child bonding leave and approved according to Subsection 19.2.3.2, the unit member shall have the right to return to the same assignment, unless the Superintendent at the time of the leave's approval notifies the unit member in writing that the unit member does not have the right to return to the same assignment. The denial of the right to return to the same assignment shall be considered a change in assignment under Subsection 12.2.2 of the Agreement. There shall be no other diminution of employment rights because of the use of pregnancy disability leave.

19.2.5.3 Child Bonding Only

A unit member solely on child bonding leave will have the right to return to the District at the end of the agreed upon leave period. Time taken for child bonding or child bearing preparation leave shall not count toward probationary status or for salary placement credit. See 21.1.7.1 regarding step advancement implications.

19.3 Family Medical Leave And California Family Rights Act

- 1931 The District will comply with all mandated provisions under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601 et seq.) and the California Family Rights Act (Gov. Code § 12945.2) and reserves the right to act within the dictates of the law.
- 1932 Eligible unit members may take up to 12 weeks of unpaid leave per year in connection with: (1) the birth and bonding with the unit member's child; (2) the adoption or foster placement of a child; (3) serious health condition of a unit member's spouse, child or parent; and (4) the unit member's own serious health condition. When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as to not unduly disrupt the employer's operation. Mutual agreement is needed for intermittent leave.
- 1933 During the leave, unit members are entitled to continuance of group health benefits to the same extent that the District would have paid if the unit member had continued working. The District may recover from the unit member the premiums the District paid for the unit member's benefits while the unit member was on leave if the unit member fails to return from leave or the unit member works less than 30 days after returning from leave.
- 1934 Family and Medical Leave Act and California Family Rights Act leave will run concurrently with other paid and unpaid, except that pregnancy disability leave runs consecutively with the California Family Rights Act leave.

19.4 Parental Leave

- 1941 A Unit member may take leave up to a total of twelve (12) weeks for the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption of foster care of the child by the unit member. This period of leave must be used within the first twelve (12) months following the birth or placement of the child. Parental leave and California Family Rights Act (CFRA) leave run concurrently. To be eligible for parental leave a unit member must have worked for the District for at least twelve (12) months.
- 1942 Parental leave under this section shall be interpreted consistently with the CFRA, except that a unit member shall be eligible for parental leave even if he/she did not work 1,250 hours during the previous 12 months.
- 1943 Parental leave may be taken intermittently, but must be taken in blocks of two (2) weeks duration, except that leaves of shorter duration may be taken twice during the 12-month period. Additional blocks of parental leave of less than two (2) weeks duration may be taken with the agreement of the District.
- 1944 Requests for parental leave shall be made at least thirty (30) days prior to the commencement of the leave when the need for leave is foreseeable, which includes an expected birth, adoption, or foster placement. If the need for leave is not foreseeable, the employee must give as much notice as practicable.
- 1945 During this twelve (12) work weeks, unit member benefits shall continue in the same manner as if the unit member were still at work.
- 1946 When both parents of a child are employees of the district, each eligible unit member shall be entitled to twelve (12) work weeks of parental leave.
- 1947 If a unit member seeks to take parental leave, as specified above, the unit member shall use available sick leave for parental leave purposes.
- 1948 An eligible unit member who has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave shall receive differential pay, calculated and paid as the difference between the daily substitute rate and the unit member's per diem rate of pay, or 50% of the unit member's per diem rate of pay, whichever is greater for the remaining portion of the twelve (12) work weeks of parental leave.
- 1949 Nothing in this section shall be interpreted to prohibit an eligible unit member who does not wish to use their sick leave from requesting and receiving up to twelve (12) weeks of unpaid leave for child bonding purposes under applicable law.

19.5 Leave Due To Bereavement

A unit member is entitled to three days of short-term leave, not deductible from accumulated sick leave, upon the death of any member of their immediate family. Five days will be allowed if out-of-state travel is required. Additional days may be granted by the Superintendent.

19.6 Leave Due To Unit Member Hospitalization

A unit member is entitled to three days of short-term leave, not deductible from sick leave, for sudden or unexpected illness, or injury resulting in hospitalization.

19.7 Industrial Accident Or Illness Leave

Industrial accident and illness leaves shall be available to unit members as follows:

- 19.7.1 Allowable leave with pay shall not exceed 60 working days in any one fiscal year for the same accident or illness, and shall not be cumulative from year to year.
- 19.7.2 Industrial Accident or Illness Leave will commence on the first day of absence.
- 19.7.3 Payment for wages lost on any day shall not, when added to awards granted the unit member under the Workers' Compensation laws of this State and/or compensation from District-paid Income Protection Plans, exceed the unit member's actual wage if they were on the job.
- 19.7.4 Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 19.7.5 When an Industrial Accident or Illness occurs at a time when the full 60 days will overlap into the next fiscal year, the unit members shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 19.7.6 Entitlement to Industrial Accident or Illness leaves will be based upon the findings by the Workers' Compensation Insurance that the disability has been due to Industrial Accident or Illness. In cases where the Workers' Compensation insurance officials do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the Industrial Accident or Illness until Industrial Accident or Illness Leave, if granted, has been exhausted.

19.8 Sabbatical Leaves

- 1981 This section is suspended from July 1, 2017 through June 30, 2020 school year and is subject to annual review at the request of the Association or the District, without being counted as a reopener of the requesting party.
- 1982 Sabbatical leave proposals must be submitted to the Superintendent no later than January 15 of the year preceding the year of the proposed leave.
- 1983 Sabbatical leave proposals shall be reviewed by a sabbatical leave committee composed of two administrators selected by the Superintendent and one unit member from each school, selected by the Association President. Upon receipt of a sabbatical proposal, the Superintendent shall notify the Association President and each shall select committee members.
- 1984 In reviewing sabbatical leave proposals, the sabbatical leave committee shall consider the effect that the proposed leave(s) would have on the continuity of the instructional program at the site where the requesting unit member is assigned, and the benefit which the stated purpose of the leave offers to the instructional program.
- 1985 No later than February 15, the committee shall make a recommendation to the Governing Board if it determines that any of the leave proposals should be approved for the following school year. The Governing Board shall make the final decision whether to approve any leave requests by March 1, or the first regular Board meeting thereafter.
- 1986 One full time sabbatical leave per year may be approved. An individual unit member can apply or two unit member can apply as a pair to share the sabbatical. Compensation shall be 60% of the unit member's salary and paid benefits per the agreement while the unit member is on sabbatical leave.
- 1987 To qualify for sabbatical leave, a unit member must have seven or more years of service in the District in the last nine years, including two years of full time service immediately preceding the year for which the leave is requested.
- 1988 Unit members returning from sabbatical leave shall serve the District in an assignment within their credential for at least two years following the year of leave, or else repay the District for salary and fringe benefits paid during the leave. The District may require the unit member to provide a surety bond to guarantee service or repayment.
- 1989 Upon return from sabbatical leave, the unit member shall submit a written report to the District describing the leave and how it met the goals in the sabbatical leave proposal.

19.9 Jury Duty/Subpoenaed Witness Leave

19.9.1 Jury Duty

A leave with pay shall be granted to unit members called for jury duty in the manner provided for by law. A unit member who receives a jury summons shall submit a copy of the summons to their supervisor. At the conclusion of jury duty, the unit member shall submit a statement from the Jury Commissioner's office specifying the dates and times served by the unit member. This shall be attached to the Absence Report. Payment shall be made to the District in the amount of the statutory fees that the unit member has received from attendance as a juror, excluding the statutory mileage fee.

19.9.2 Witness

A unit member may be granted a leave with pay when subpoenaed to appear as a witness, other than as a litigant, in a court of law or other governmental tribunal for reasons not brought about through the connivance or misconduct of the unit member. A unit member requesting such leave shall submit a copy of the subpoena. At the conclusion of the unit member's appearance, the unit member granted leave shall submit a verified statement, specifying the dates and times they appeared. This shall be attached to the Absence Report. Payment shall be made by the unit member to the District in the amount of the statutory fees that the unit member has received for appearing as a witness, excluding the statutory mileage fee.

19.10 Extended Leaves

19.10.1 The Governing Board may, at its discretion, grant any permanent unit member a leave of absence for a period of up to one school year. All leaves shall be without pay.

19.10.2 Application for leave must be submitted to the Superintendent by March 1, of the year preceding the year of the proposed leave, and shall include a statement of purpose.

19.10.3 Obligation Of Unit Member To Notify District Of Future Plans

By March 1 of the year on leave, the unit member shall either notify the District in writing of their intent to return to the District, resign, or request an extension. Failure to notify will be deemed a resignation.

19.10.4 Extension Of Leaves

The Governing Board may extend leaves in exceptional circumstances, but only when the District's best interests are served.

19.105 Criteria

All leave requests will be considered, with the needs of the school program being paramount.

19.106 Extended Leaves – Two Years

The Governing Board may, at its discretion, grant a two-year leave to a person who will teach in a foreign country under a two-year contract, or to a person who will work in the Peace Corps, Vista, or a similar agency. Any request to shorten the approved length of leave must be approved by the Superintendent.

19.11 Shared Contracts

19.11.1 Requests for shared contracts shall be submitted to the Superintendent by March 1 of the year preceding the year of the proposed leave. This date may be extended by the Superintendent. Final approval of each request is subject to Governing Board discretion.

19.11.2 Shared positions (two part-time unit members working with one class or assignment) must be reviewed and approved annually by the Board.

19.11.3 Persons sharing a contract must accept the responsibility of assuring the staff, administration, and parents of successful joint planning, communication among unit members and parents, and compatible classroom management.

19.11.4 Unit members returning to full-time status will be entitled to the same rights as any other certificated staff member – namely to indicate their preferences at the time classroom assignment preference forms are circulated.

19.11.5 Part-time unit members intending to return to full-time status in September must notify the District of their intent to do so by March 1. Failure to do so may result in a continuance of the part-time assignment.

19.11.6 Unit members sharing a contract will share proportionately in non-teaching duties allocated to the staff. Together they will assume the approximate responsibilities of one full-time staffperson.

19.12 Catastrophic Leave Pool

19.121 This procedure shall be administered by the Association pursuant to the provisions of this section. The Association shall designate a committee to administer the procedure. The committee is responsible for contacting unit members regarding their participation in the pool, randomizing and maintaining the donor list, determining which applicants are eligible for donations of catastrophic leave days, and notifying the District of the names of individuals receiving and donating leave days.

Any unit member may participate in this program.

The District will confirm that all donors and recipients meet the program criteria. Upon notification by the committee that it has approved a request for leave days, the District will verify that the recipient is eligible and ensure that the individual has not received more than 20 days, and that total group usage has not exceeded 100 days, in that fiscal year.

19.122 Each year on or before September 30, or within two weeks following employment, any certificated unit member who wishes to donate to the catastrophic leave pool will give their name to the committee who will assign a random order to the names on the list. As sick days are requested, days will be deducted from donors in the order assigned. Each donating unit member will be notified when a sick leave day has been deducted. If during the year the list is exhausted and the total number of days used by all applicants has not exceeded 100 and there are requests for additional days, the committee may solicit additional donations from unit members.

As additional donations are made, the committee will assign a random order, with those who have not previously donated being on one list, and any unit members who have donated additional days being placed on another secondary list.

The total number of catastrophic leave days that may be awarded in any one fiscal year is 100 days.

19.123 Criteria For Eligibility To Receive Catastrophic Leave Donations

To be eligible to receive donations of catastrophic leave days:

- The applicant must have already placed their name on the donor list.
- The applicant must have a serious long-term illness that is verified by a physician's note containing a diagnosis and prognosis for duration of illness.
- The applicant must have exhausted their own fully paid sick leave. The use of catastrophic leave days will run concurrently with extended/sub-differential leave.

- Individuals absent due to industrial illness or accidents are not eligible for catastrophic leave donations, due to their entitlement to industrial leave.
- The committee shall make the determination as to the distribution of day to unit members.

19.124 Application Procedures

- Application must be made prior to exhaustion of fully paid leave.
- The application must specify the number of days requested, which may not exceed 20 days.
- The physician's verification of illness (see above) must accompany the application.
- All applications are confidential.
- In case of very serious illness, the individual may request additional days. However, the total days granted to the unit member in any one fiscal year may not exceed 100 days.

ARTICLE 20: LAYOFFS

- 20.1 For the purpose of this article, a layoff shall be an involuntary separation in whole or in part from active service of a probationary or permanent certificated employee for reasons set forth in Education Code Section 44955.
- 20.1.1 Copies of notices sent to unit members, pursuant to the procedures required by Education Code Section 44955, shall be made available to the Association at the same time they are sent to the unit members.
- 20.2 The District shall maintain a seniority list which shall be made available to the Association.
- 20.3 The District agrees to provide health and welfare benefits at no cost to the laid off unit member. The benefits provided will be the same as those provided for non-laid off unit members and shall be provided until September 30, following the layoff date.
- 20.4 The Association reserves the right to bargain the impact (effects) of program reductions and/or layoffs of unit members on the remaining bargaining unit in areas of wages, hours, and other terms and conditions of employment that may not be known until implementation takes effect in the future.
- 20.5 In addition to the causes set out in Education Code Section 44955, a layoff of certificated unit members may also be based on a lack of funds. The Governing Board shall not initiate a layoff for lack of funds, in whole or in part, without first giving prior notice to the Association of the Board meeting at which the issue is to be considered. The Association shall be provided with pertinent information regarding the fiscal situation and given an opportunity to present its position to the Governing Board. The final decision as to the need for a layoff based on lack of funds shall be made by the Governing Board.
- 20.6 All other layoff procedures for certificated unit members shall remain unchanged.
- 20.7 This Article shall not be subject to the Grievance Procedure set forth in Article 17.

ARTICLE 21: COMPENSATION

21.1 Salary

The base salary schedules for all unit members shall be increased by 3.0% effective July 1, 2021. The base salary schedules for all unit members shall be increased by 3.0% effective July 1, 2022.

21.1.1 2021/2022, 2022/2023 School Years

21.1.1.1 The salary schedule attached as Appendix A is effective July 1, 2021. The salary schedule Appendix A1 is effective July 1, 2022.

21.1.1.2 The salary schedule for Counselors attached as Appendix B is effective July 1, 2021. The salary schedule Appendix B1 is effective July 1, 2022.

21.1.1.3 The salary schedule for Instructional Technology Coach attached as Appendix B-IT is effective July 1, 2021. The salary schedule for Instructional Technology Coach is attached as Appendix B-IT1 is effective July 1, 2022.

21.1.1.4 The Extra Duty Stipends are attached as Appendix C.

- The District will electronically post open stipend positions for ten (10) school district business days before filling.

[Stipend application form link](#)

- In filling the positions, the District shall attempt, over a period of years, to equitably distribute stipend work opportunities to unit members who are qualified and who respond to the postings.
- By October 1 of each year the District will provide the MVTA with a list of unit members filling the stipend positions.

21.1.1.5 Normal step and column increments shall be granted for each year of this agreement.

21.1.17 Salary Supplements

PhD/EdD - \$1,000 per year

National Board Certification - \$1,000 per year

21.1.3 Placement On The Salary Scale

21.1.3.1 Initial Placement

21.1.3.1.1 The Superintendent or designee shall make the initial placement. In so doing, they shall grant one year's credit for each year served as a credentialed unit member in a public school, a college, or an accredited private school. The limit on years of credit shall be up to a total of 15 years of service.

21.1.3.1.2 The Superintendent shall make initial placements in Class I, II, III, or IV on the basis of official college or university transcripts provided for permanent placement in the personnel files.

21.1.4 Course Credit and Class Advancement

21.1.4.1 During the District school year, full-time unit members may undertake for salary advancement no more than six semester units at any one time and up to 12 semester units per fiscal year, (July 1- June 30), unless prior authorization is provided by Superintendent/designee. Unit members may advance a maximum of one (1) column per year regardless of credits earned during a fiscal year.

21.1.4.2 Unit members planning an advancement in class (column) for the following school year must submit the salary advancement form to the District Office by April 15. Evidence of completion of the coursework may be submitted at any time before the end of the following school year. Pay at the new class (column) will begin at the end of the following month. There will be no retroactive pay for the portion of that year before the evidence of completion of the coursework was submitted.

21.1.4.3 Prior to taking a course for salary credit, the unit member must submit the proposed course(s) on the appropriate District form for the principal's approval. In the event that the principal denies credit, the unit member may appeal to the MVTA Executive Board, who would make a recommendation to the Superintendent.

21.1.4.5 At the time of signing this Agreement the link to the appropriate District forms for course approval is:

[Prior Approval Unit Credit Form](#)

[Certificated Salary Advancement Form](#)

21.1.5 Class Advancement – Academic Course Work

21.1.5.1 College or university units must be from an accredited college or university.

21.1.5.2 Credits for advancement must be for upper division or graduate units taken in post-AB status. Lower division courses may be used for class advancement in special cases upon prior approval of the principal, in accordance with the process noted in 21.1.4.3 above.

21.1.5.3 Course approval will be granted only for those subjects that extend the instructional competency of the unit member. The final decision on instructional competency shall be determined by the principal, in accordance with the process noted in 21.1.4.3 above.

21.1.5.4 Credit for any one course may be counted only once.

21.1.6 Class Advancement – Units For Salary Placement Other Than College Or University Credits

21.1.6.1 Two units per year may be earned through workshop and conference attendance and participation in District- approved in-service or curriculum development projects.

21.1.6.2 These units shall be developed through earning “points” for particular activities or projects. Eighteen points will constitute one semester unit for salary advancement purposes. It is the responsibility of the unit member to keep their own records of points earned with appropriate documentation.

21.1.6.3 Travel credit must be approved in advance on the basis of a detailed trip plan and proposals for incorporating the travel experience into the instructional program. Credit may be granted only after submission to the principal of information about a successful follow-up classroom activity based on the travel experience within three months of the completion of the trip. Points may be awarded on the basis of four per week of travel.

- 21.1.6.4 Point credit for out-of-District workshops and conferences shall be granted on the basis of one point for each hour of attendance.
- 21.1.6.5 Credit for District in-service workshops shall be on a one- hour-per-point basis, except that staff members who direct such activities shall receive two points per hour.

21.1.7 Step Advancement

- 21.1.7.1 A year's experience credit will be granted for each year served. To qualify for a year's step advancement, a unit member must be in paid status at least 75% of the year and work at least 75% of the year. Days worked as a day-to-day substitute shall not count in the 75%,
- 21.1.7.2 Up to three (3) times during employment with the District, a permanent unit member on an approved leave of absence which constitutes an eligible leave under FMLA/CFRA shall be credited with a full year of experience for purposes of step advancement at the end of any year in which the unit member has been in paid status for less than 75% of the contracted work year. This credit for step advancement purposes shall not be retroactive. Substitute time is not allowable for this provision.
- 21.1.7.3 For unit members on shared contracts or other part-time contracts, the following shall apply:
 - 21.1.7.3.1 Part-time teachers will be advanced on the salary schedule on the same year-to-year rate as full-time teachers and should be paid a fractional proportion of the salary for that step.
 - 21.1.7.3.2 When a part-time unit member later accepts a full-time contract, his/her salary step should be computed on the basis of the sum of full-time and part-time fractional service. If that sum results in a fraction of .50 or more, the fraction shall be rounded to the higher whole number; if less than .50, the fraction shall be rounded to the lower whole number.
- 21.1.7.4 Step credit shall be granted for time spent on paid sabbatical leave.

21.2 Benefits

21.2.1 District Contributions

21.2.1.1 The medical benefits will be provided by participating in SISC (Self Insured Schools of California).

Beginning with the effective date below, the District will pay the maximum monthly payment for each unit member's medical, dental, and vision benefits prorated based upon the unit member's full-time equivalent (FTE) status:

21.2.1.2 Upon ratification of an agreement concluding negotiations, the District will pay employee and employee +1 at the full cost of the increase for the 2021-2022 and 2022-2023 school years.

Medical Benefits Effective October 1, 2021		Medical Benefits Effective October 1, 2022	
Individual:		Individual:	
Medical	\$ 892.00	Medical	\$ 962.00
Dental	\$ 126.52	Dental	\$ 126.52
Vision	<u>\$ 10.96</u>	Vision	<u>\$ 10.96</u>
	\$1,029.48		\$1,099.48
Individual Plus One:		Individual Plus One:	
Medical	\$ 1,783.00	Medical	\$1,924.00
Dental	\$ 126.52	Dental	\$ 126.52
Vision	<u>\$ 10.96</u>	Vision	<u>\$ 10.96</u>
	\$ 1,920.48		\$2,061.48
Family: Unit Members hired before 07/01/2012		Family: Unit Members hired before 07/01/2012	
Medical	\$ 2,039.77	Medical	\$2,131.27
Dental	\$ 126.52	Dental	\$ 126.52
Vision	<u>\$ 10.96</u>	Vision	<u>\$ 10.96</u>
	\$2,177.25		\$2,268.75
Family: Unit Members hired on or after 07/01/2012		Family: Unit Members hired on or after 07/01/2012	
Medical	\$ 1,783.00	Medical	\$1,924.00
Dental	\$ 126.52	Dental	\$ 126.52
Vision	<u>\$ 10.96</u>	Vision	<u>\$ 10.96</u>
	\$ 1,920.48		\$2,061.48

*The difference between pre-July 1, 2012 and post-July 1, 2012 rates are a result of the agreement in the CBA approved on May 26, 2012.

21.2.1.3 Family Medical Premiums for Unit Members

For the 2021-2022 school year, the District’s maximum monthly contribution toward medical benefits shall increase by fifty percent (50%) of the difference between the published SISC Kaiser “Employee Plus Family” rate as it existed October 1, 2020. For the 2022-2023 school year, the District’s maximum monthly contribution toward medical benefits shall increase by fifty percent (50%) of the difference between the published SISC Kaiser “Employee Plus Family” rate as it existed October 1, 2021.

21.2.1.4 The District will pay the full cost of the dental and vision insurance premiums for all unit members and their eligible dependents effective upon ratification of an agreement concluding negotiations through June 30, 2023.

Medical Benefits Effective October 1, 2020 (Prorated by FTE)
Individual: The District will pay the full cost of any increase in the premium for medical, dental and vision coverage.
Individual Plus One: The District will pay the full cost of any increase in the premium for medical, dental and vision coverage.
Family: For the 2021-2022 school year, the District will pay 50% of the difference between the published SISC Kaiser “Employee Plus Family” rate and the rate as it existed on October 1, 2020 and the full cost of dental and vision. For the 2022-2023 school year, the District’s maximum monthly contribution toward medical benefits shall increase by fifty percent (50%) of the difference between the published SISC Kaiser “Employee Plus Family” rate as it existed October 1, 2021. (Refer to chart in Article 21.2.1.2 for District contributions.)

21.2.1.5 Any unit member on the salary schedule as half time or more prior to 1991-92 will continue to receive full benefits.

21.2.1.6 The Salary schedule for TOSA and Middle School Counselor shall be aligned with certificated salary schedule, with accurate calculations related to per diem for their extra days.

21.2.1.7 District Nurse
Additional days of service required by the District will be scheduled with prior written agreement with the District and paid at the per diem rate.

21.2.2 At the Governing Board's discretion, full time unit members who subsequently work part time may receive full medical and dental coverage for up to two years under the following circumstances:

21.2.2.1 Personal or family medical reasons.

21.2.2.2 Child rearing.

21.2.2.3 The Governing Board may consider granting full benefits for other reasons upon the unit member's request.

21.2.3 Prior to instituting any change from SISC, the District shall meet and negotiate with the Association. The District will ensure that any carriers selected will provide coverage for domestic partners, as defined in subsection 19.1.1.4 of this Agreement.

21.2.4 Unit members employed with the District on or before June 30, 2003, who show proof of other comparable medical benefits may elect to receive cash in lieu of benefits to a maximum of \$438 per month, which may be placed in a tax sheltered annuity to the extent allowed by the IRS. Effective July 1, 2017, no unit member may elect or re-elect to receive cash-in-lieu of benefits.

21.3 Leave Coverage

A unit member on paid leave shall receive the same health and welfare benefits as a unit member would receive while on regular working status. A unit member on unpaid leave shall be entitled to continue health and welfare coverage at the unit member's own expense, if permitted by the insurance carrier, by pre-paying the premiums quarterly.

21.4 Full Year Coverage

All unit members working a full school year for the District shall receive a full year (12 months) of medical and dental benefits.

21.5 Voluntary Medicare Contributions

- 21.5.1 The District agrees to allow unit members to elect individually whether they shall become eligible for Medicare coverage as provided for by Government Code Section 22009.03, et seq.
- 21.5.2 A certificated employee who elects to become part of Medicare must still be an employee when the process is completed to receive credit for Medicare quarters that the employee might have earned from the effective date.
- 21.5.3 All certificated unit members working half time or more shall be eligible to elect to become part of Medicare.

ARTICLE 22: RETIREMENT

- 22.1 During the period of District participation in the SISC medical benefits plan, unit members retiring may, by request, continue their participation in the medical insurance coverage by making contributions according to SISC regulations. And if the insurers agree, a retired unit member may continue in the dental and vision insurance by making payments as required by the District.
- 22.2 For those unit members employed by the District before June 30, 2007, in addition to the District's contribution provided under participation in the SISC medical benefits plan, unit members retiring after the equivalent of 25 years of full-time District service as certificated employees shall be provided three years of medical benefits, up to the number of dependents at the time of retirement, paid by the District in the same dollar amount as unit members in active service with the District.

If retirement occurs on or after July 1, 2016, the medical premium amount will be capped at the rate that exists at the retirement date.

For those 65 years of age and older who have the equivalent of 25 years of full-time District service as certificated employees and are eligible for Medicare, the District will pay for three years of the Medicare Supplement and the Senior Medical Program.

- 22.3 A unit member's written notification to the Governing Board that they intend to retire shall remain irrevocable once it is delivered to the Governing Board or the Superintendent.
- 22.4 Unit members may meet with the Superintendent or designee to develop non-precedent setting, individual retirement plans.
- 22.4.1 Unit members may have representation at such meetings.
- 22.4.2 An individual retirement plan will become effective upon the unit member's submission of a written resignation and having both the resignation and the retirement plan accepted by the Governing Board.

22.5 Early Retirement

- 22.5.1 Early Retirement Incentive Programs are limited to 10% of the certificated staff, unless the District chooses to make the programs available to a larger percentage. Those having the greatest seniority will receive priority for entrance into the programs. Approval will be granted by the Governing Board upon its determination that the District's educational program will benefit thereby. A unit member may participate in only one of the three options – consultancy, medical benefits only, or incentive payment. For the purposes of this provision, sabbatical and family and medical leaves shall not constitute a break in services.

22.5.2 Options

22.5.2.1 Option I: Consultancy

22.5.2.1.1.1 Eligibility

- Be 55-62 years of age by July 1 of the year of entrance into the program.
- Complete a minimum of 10 years of full- time service in the District immediately preceding acceptance into the program.
- Resign from District position to enter the program.

22.5.2.1.2 The annual compensation will be \$6,000 and will be provided in exchange for consulting services of 30 days annually in accordance with the contract. (See subsection 22.4.2.1.4 below.) Unit members participating in the program shall receive medical benefits paid by the District in the same amount as unit members in active service with the District.

22.5.2.1.3 Once a unit member has entered the consultancy program, they may not terminate their participation and re-enter the consultancy program at any time in the future.

22.5.2.1.4 The agreement between the District and the individual applying for the consultancy program shall consist of a formal contract renewable each year upon satisfactory completion of the duties, for the maximum five-year period or until age 65, whichever comes first. In the event the candidate is unable to fulfill their contractual obligations, the annual contract shall be pro- rata on the basis of the work performed.

22.5.2.1.5 The unit member and District shall mutually agree to consultant activities.

22.5.2.2 Option II: Medical Benefits Only

22.5.2.2.1 Eligibility

- Be 55-62 years of age by July 1 of the year of entrance into the program.
- Effective July 1, 2011, the eligibility standard for receipt of retiree medical benefits is (20) twenty years of District service. This 20-year eligibility requirement shall apply to the SISC minimum retiree medical payment.
- Employees with part-time service who have worked for the District for a minimum of twenty (20) years will receive prorated benefits based on their average district years of service (FTE) benefits upon retirement, unless their part-time service amounts to twenty percent (20%) or less of their total service in the District in which instance there shall be no proration of benefits
- The following eligibility standards will apply in lieu of the 20-year service rule for unit members employed by the District on or before June 30, 2011:
 - Ten (10) years of District service at the time of retirement for any unit member who on July 1, 2011, is at least age fifty (50); and
 - Fifteen (15) years of District service at the time of retirement for any unit member who on July 1, 2011, is age forty-five (45) to forty- nine (49).
 - Resign from District position to enter the program.

22.5.2.2.2 Unit member participating in the program shall receive medical benefits paid by the District according to the following:

- If retirement occurs on or before June 30, 2016 the premium rate will remain the same as unit members in active service.
- If retirement occurs on or after July1, 2016, the premium amount will be capped at the rate that exists at the retirement date.

Such unit members may, by request, and provided insurance companies concur, continue their participation in the dental and vision insurance coverage by making quarterly contributions to the District.

22.5.2.2.3 Once a unit member has entered the Medical Benefits Program, a unit member may not terminate their participation and re-enter the Medical Benefits Program at any time in the future.

22.5.2.3 Option III: Incentive Payment

22.5.2.3.1 Eligibility

- Be 55-62 years of age by July 1 of the year of entrance into the program.
- Complete a minimum of 10 years of full- time service in the District immediately preceding acceptance into the program.
- Resign from District position to enter the program.

22.5.2.3.3 Unit members participating in this program shall receive a lump sum payment of \$35,000. This payment may be made directly to the unit member or may fund an annuity. No fringe benefits shall be available to such employees.

22.6 Reduced Workload Assignment (Willie Brown Act)

22.6.1 Eligibility

22.6.1.1 Unit members who have reached the age of 55 and who have been in full-time service with the District for 10 years, of which the preceding five years were full-time employment.

22.6.1.2 To be eligible for participation, participants will submit a letter of resignation with an intended resignation date that would fall within their agreed upon period of participation.

22.6.1.3 For the purposes of these provisions, sabbaticals and other approved leaves of absence shall not constitute a break in service.

22.6.2 Services

Minimum part-time employment for purposes of this policy shall be the equivalent of one-half of the days of service required by a full- time contract. This “one-half of the days” may be satisfied by working full-time for one-half of the required days of service.

22.6.3 Compensation

- 22.6.3.1 The salary shall be pro-rated based on the salary a unit member would be earning had the unit member remained in full-time employment.
- 22.6.3.2 The health and welfare benefits shall be the same as if they were full-time employees and the unit member shall retain all other rights and benefits as if they had remained full-time, including receiving the same medical, dental, and vision benefits as paid for unit members until age 65.
- 22.6.3.3 Advancement on the salary schedule shall be as though they were full-time employees.
- 22.6.3.4 The unit member and the District shall contribute to the STRS the amount that would have been contributed if the unit member had remained as a full-time employee.
- 22.6.3.5 Sick leave of absence shall be prorated.

22.6.4 Terms

- 22.6.4.1 Participation is for up to 10 years or to age 65, whichever comes first.
- 22.6.4.2 Under the intent of this option, participants will not be allowed to return to full-time certificated employment in the District.
- 22.6.4.3 This option shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
- 22.6.4.4 Denial of the application by the principal, Superintendent, or the Governing Board shall be based upon reasons of additional cost to the District and/or program considerations, and shall include a written statement of the evidence upon which the denial is based.

ARTICLE 23: EARLY RETIREMENT INCENTIVE

23.1 An Early Retirement incentive Program which is different from those specified in Article 22 may be offered to unit members in any school year upon approval of the District's Governing Board.

ARTICLE 24: RESIGNATIONS

24.1 A unit member's written notification to the Governing Board that they intend to resign shall remain irrevocable once it is delivered to the Governing Board or Superintendent.

ARTICLE 25: COMPLAINTS

25.1 Exclusions

25.1.1 Discrimination Laws

This article does not apply to sexual harassment complaints, or complaints of discrimination based on race, religion, national origin, sex, age, marital status, physical handicap, or sexual orientation, which are subject to Board policy and state and federal law, or complaints covered by law under the District's Uniform Complaint Procedure.

25.2 Complaints By Parents, Guardians, Or Other District Staff

25.2.1 District Complaint Procedures

In order to promote fair and constructive communications, any person wishing to pursue a complaint about a unit member shall be encouraged by the District and the Association to first meet with the unit member in order to informally address and resolve the complaint.

All formal complaints by parents, guardians, 6-8 grade students, or other District employees against a unit member must be in writing and follow either the District Uniform Complaint Procedure regarding program, or the District Miscellaneous Complaint Procedure regarding the actions of the District employee. The District must notify the unit member by providing a copy of the complaint and the appropriate Complaint Procedure within five (5) business days of receipt of the complaint. Any change in the policies that affect working conditions for unit members will not be made unless the District first provides the Association with notice of the proposed change.

25.2.2 Investigation Procedures

25.2.2.1 Before the onset of the formal investigation, the unit member will be notified of the nature of the complaint.

25.2.2.2 No adverse action against a unit member shall be based on any initial complaint or allegation.

25.2.2.3 The District may take appropriate action based on the results of an investigation conducted according to the established District complaint procedures.

25.2.2.4 Any investigation relied upon by the District shall require, at a minimum, that the unit member be made aware of the nature of the complaint, that the unit member is provided the opportunity to meet with the investigator and provide evidence, and that the unit member be entitled to representation during any investigatory interview, and the investigator make findings and provides written conclusions to the unit member. These requirements do not in any manner limit the unit member's right to otherwise challenge the imposition of a disciplinary action by the District.

25.2.3 Response To Report And Placement In Personnel File

All documents relating to complaints shall be placed in a separate file and not in the unit member's personnel file, unless adverse action is taken as a result of the investigation. The unit member shall then have the right to prepare a written response to the investigator's report, and attach the response to the official administration copy, within 10 working days of receipt of a copy of the investigator's report.

25.3 Protocol For Parent Interaction With Certificated Personnel

After adoption by the Governing Board, the District's protocol regarding interaction between unit members and parents/guardians, shall be posted at each school site and shall be distributed each year to all parents and guardians. The District will review the protocols annually with each school staff. The protocol shall be attached for information as Appendix F.

ARTICLE 26: MISCELLANEOUS PROVISIONS

26.1 Savings Provisions

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, that provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this Agreement shall be construed to result in an illegal discriminatory act based on race, creed, sex, or national origin.

26.2 Superseding Provision

This Agreement constitutes a full and complete understanding and agreement between the parties, arrived at after meeting and negotiating in good faith. This Agreement shall supersede all District policies, contracts, or memoranda of understanding between the parties to the extent they are inconsistent with this Agreement.

MILL VALLEY SCHOOL
DISTRICT

MILL VALLEY TEACHERS
ASSOCIATION

/S/

/S/

For The District

For The Association

Dated: _____

Dated: _____

**APPENDIX A
MILL VALLEY SCHOOL DISTRICT
CERTIFICATED ANNUAL SALARY SCHEDULE
2021-2022**

YEARS OF SERVICE	I BA	II BA + 45 or MA	III BA + 60 or MA + 15	IV BA + 75 or MA + 30
1	63,085	63,085	63,089	64,094
2	63,085	66,196	68,301	69,351
3	65,151	68,023	72,350	76,747
4	67,246	70,865	75,234	79,589
5	69,411	73,724	78,105	82,488
6	72,290	76,628	81,003	85,353
7	75,153	79,502	83,909	88,225
8	78,249	82,410	86,769	91,104
9	81,056	85,299	89,639	94,008
10	84,178	88,286	95,924	98,005
12				101,392
14				104,778
16				108,168
18				111,554
20				114,943
24				119,324

INITIAL PLACEMENT

The Superintendent or Superintendent designee shall make the initial placement, granting a maximum of 14 years credit for prior experience. In so doing, they shall grant one year's credit for each year served as a credentialed unit member in a public school, a college, or an accredited private school. Credit will be given for service in the Armed Forces if the teacher was required to leave a teaching position to serve.

Work Year: 186 Days

PhD/EdD - \$1,000 per year, National Board Certification \$1,000 per year

SALARY ADJUSTMENTS

3% Salary Increase effective 7/1/2021

Adopted by Governing Board: 6/17/21

**APPENDIX A1
MILL VALLEY SCHOOL DISTRICT
CERTIFICATED ANNUAL SALARY SCHEDULE
2022-2023**

YEARS OF SERVICE	I BA	II BA + 45 or MA	III BA + 60 or MA + 15	IV BA + 75 or MA + 30
1	64,978	64,978	64,982	66,017
2	64,978	68,182	70,350	71,432
3	67,106	70,064	74,521	79,049
4	69,263	72,991	77,491	81,977
5	71,493	75,936	80,448	84,963
6	74,459	78,927	83,433	87,914
7	77,408	81,887	86,426	90,872
8	80,596	84,882	89,372	93,837
9	83,488	87,858	92,328	96,828
10	86,703	90,935	98,802	100,945
12				104,434
14				107,921
16				111,413
18				114,901
20				118,391
24				122,904

INITIAL PLACEMENT

The Superintendent or Superintendent designee shall make the initial placement, granting a maximum of 14 years credit for prior experience. In so doing, they shall grant one year's credit for each year served as a credentialed unit member in a public school, a college, or an accredited private school. Credit will be given for service in the Armed Forces if the teacher was required to leave a teaching position to serve.

Work Year: 186 Days

PhD/EdD - \$1,000 per year, National Board Certification \$1,000 per year

SALARY ADJUSTMENTS

3% Salary Increase effective 7/1/2022

Adopted by Governing Board: 6/17/21

**APPENDIX B
MILL VALLEY SCHOOL DISTRICT
MIDDLE SCHOOL COUNSELOR ANNUAL SALARY SCHEDULE
ANNUAL SALARY SCHEDULE
2021-22**

YEARS OF SERVICE	I BA	II BA + 45 or MA	III BA + 60 or MA + 15	IV BA + 75 or MA + 30
1	68,173	68,173	68,177	69,263
2	68,173	71,534	73,809	74,943
3	70,404	73,510	78,185	82,937
4	72,670	76,579	81,300	86,008
5	75,009	79,670	84,404	89,139
6	78,121	82,808	87,536	92,237
7	81,214	85,913	90,675	95,340
8	84,559	89,055	93,767	98,452
9	87,592	92,179	96,868	101,589
10	90,967	95,407	103,660	105,909
12				109,569
14				113,227
16				116,892
18				120,550
20				124,212
24				128,948

INITIAL PLACEMENT

The Superintendent or Superintendent designee shall make the initial placement, granting a maximum of 14 years credit for prior experience. In so doing, they shall grant one year's credit for each year served as a credentialed unit member in a public school, a college, or an accredited private school. Credit will be given for service in the Armed Forces if the teacher was required to leave a teaching position to serve.

Work Year: 201 Days

PhD/EdD - \$1,000 per year

National Board Certification - \$1,000 per year

SALARY ADJUSTMENTS

3% Salary Increase effective 7/1/2021

Salary Schedule adjusted to match CE 186 day per diem

Adopted by Governing Board: 6/17/21

**APPENDIX B1
MILL VALLEY SCHOOL DISTRICT
MIDDLE SCHOOL COUNSELOR ANNUAL SALARY SCHEDULE
ANNUAL SALARY SCHEDULE
2022-2023**

YEARS OF SERVICE	I BA	II BA + 45 or MA	III BA + 60 or MA + 15	IV BA + 75 or MA + 30
1	70,217	70,217	70,223	71,341
2	70,217	73,681	76,024	77,192
3	72,517	75,715	80,531	85,423
4	74,848	78,876	83,741	88,589
5	77,258	82,060	86,937	91,815
6	80,464	85,292	90,161	95,005
7	83,650	88,490	93,397	98,201
8	87,095	91,726	96,578	101,405
9	90,221	94,942	99,774	104,637
10	93,696	98,269	106,769	109,087
12				112,855
14				116,624
16				120,397
18				124,168
20				127,939
24				132,815

INITIAL PLACEMENT

The Superintendent or Superintendent designee shall make the initial placement, granting a maximum of 14 years credit for prior experience. In so doing, they shall grant one year's credit for each year served as a credentialed unit member in a public school, a college, or an accredited private school. Credit will be given for service in the Armed Forces if the teacher was required to leave a teaching position to serve.

Work Year: 201 Days

PhD/EdD - \$1,000 per year

National Board Certification - \$1,000 per year

SALARY ADJUSTMENTS

3% Salary Increase effective 7/1/2022

Salary Schedule adjusted to match CE 186 day per diem

Adopted by Governing Board: 6/17/21

**APPENDIX B-IT
MILL VALLEY SCHOOL DISTRICT
INSTRUCTIONAL TECHNOLOGY COACH
ANNUAL SALARY SCHEDULE
2021-2022**

YEARS OF SERVICE	I BA	II BA + 45 or MA	III BA + 60 or MA + 15	IV BA + 75 or MA + 30
1	68,173	68,173	68,177	69,263
2	68,173	71,534	73,809	74,943
3	70,404	73,510	78,185	82,937
4	72,670	76,579	81,300	86,008
5	75,009	79,670	84,404	89,139
6	78,121	82,808	87,536	92,237
7	81,214	85,913	90,675	95,340
8	84,559	89,055	93,767	98,452
9	87,592	92,179	96,868	101,589
10	90,967	95,407	103,660	105,909
12				109,569
14				113,227
16				116,892
18				120,550
20				124,212
24				128,948

INITIAL PLACEMENT

The Superintendent or Superintendent designee shall make the initial placement, granting a maximum of 14 years credit for prior experience. In so doing, they shall grant one year's credit for each year served as a credentialed unit member in a public school, a college, or an accredited private school. Credit will be given for service in the Armed Forces if the teacher was required to leave a teaching position to serve.

Work Year: 201 Days

PhD/EdD - \$1,000 per year

National Board Certification - \$1,000 per year

SALARY ADJUSTMENTS

3% Salary Increase effective 7/1/2021

Salary Schedule adjusted to match CE 186 day per diem

Adopted by Governing Board: 6/17/21

**APPENDIX B-IT1
MILL VALLEY SCHOOL DISTRICT
INSTRUCTIONAL TECHNOLOGY COACH
ANNUAL SALARY SCHEDULE
2022-2023**

YEARS OF SERVICE	I BA	II BA + 45 or MA	III BA + 60 or MA + 15	IV BA + 75 or MA + 30
1	70,217	70,217	70,223	71,341
2	70,217	73,681	76,024	77,192
3	72,517	75,715	80,531	85,423
4	74,848	78,876	83,741	88,589
5	77,258	82,060	86,937	91,815
6	80,464	85,292	90,161	95,005
7	83,650	88,490	93,397	98,201
8	87,095	91,726	96,578	101,405
9	90,221	94,942	99,774	104,637
10	93,696	98,269	106,769	109,087
12				112,855
14				116,624
16				120,397
18				124,168
20				127,939
24				132,815

INITIAL PLACEMENT

The Superintendent or Superintendent designee shall make the initial placement, granting a maximum of 14 years credit for prior experience. In so doing, they shall grant one year's credit for each year served as a credentialed unit member in a public school, a college, or an accredited private school. Credit will be given for service in the Armed Forces if the teacher was required to leave a teaching position to serve.

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SALARY ADJUSTMENTS

3% Salary Increase effective 7/1/2022

Salary Schedule adjusted to match CE 186 day per diem

Adopted by Governing Board: 6/17/21

STIPENDS TO BE FUNDED

Position	Stipend
TK-8 Teacher Leaders	\$2000
Outdoor Ed	\$250 / night, max of 3 nights
MS Dept Head	\$2000 / year
MS Graduation Coordinator	\$1000 / event
Elementary School Graduation	\$150 / teacher / year
Private School Recommendation Letters	\$15 / per letter
Elementary Conflict Manager Supervision	\$300 / teacher / year
Advisor to Student Council	\$500 / site / year
School Site Council Member	\$45 / meeting
Elementary Leadership Team Member	\$45 / hour
Tech Support Teacher (1 per site)	\$200 / site / year
Elementary Teacher Principal of the Day (1 per site)	\$100 / site / year

STIPENDS TO BE FUNDED CONTINGENT UPON RECEIPT OF DONATIONS

Position	Stipend
MS WEB Coordinator	\$4000 / year
MS Dance Chaperone	\$65 / event
Director of MS Play (ticket sales)	\$4000 / event
MS Assistant Director of MS Play (ticket sales)	\$2000 / event
MS Yearbook Director	\$2500 / year
MS Student Newspaper Coordinator	\$2000 / year
MS Intramural Coach	\$670 / season
MS Mathletes Coach	\$1500 / year / site
MS Coordinator of After School Sports	\$3000
MS Musical – Supervision	\$65 / event
MS Coach of After School Sports	\$850 / authorized team
MS Student Leadership	\$2000 per year / per teacher, max of two
MS Spelling Bee Coordinator	\$500
MS World Savvy Challenge	\$2000 / year
MS School Wide Read	\$2000 / year / site
Green Team Leader	\$550 / site / year
Elementary Maker Space Coordinator	\$600 / site / year
MS Community Service Coordinators	\$2000 per year / per teacher, max of two
Overnight field trip chaperones	\$200 / night
Music Director overnight field trips	\$600 / trip

MILL VALLEY SCHOOL DISTRICT 2021-2022 CALENDAR

Staff Development Day	Development/Work Day	Teacher Work Day	Holiday/Recess Day	Early Release Day																																																																																																															
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Board Approved: January 23, 2020
Revised: April 2, 2020

MILL VALLEY SCHOOL DISTRICT

EVALUATION FORM FOR TEACHERS ON PLAN I OR IIA

Teacher: _____ Evaluator: _____ School Year: _____
 School: _____ Grade/Subject: _____ Status: Temporary – Plan I
 Probationary – Plan I
 Permanent – Plan IIA
 Date of First Observation/Conference _____ / _____
 Date of Second Observation/Conference _____ / _____
 (Required Only For Probationary & Temporary)
 Date of Summative Conference _____

MS = Meets Standards **PE** = Progress (toward standards) Evident **NE** = (Progress toward standards) Not Evident*
NI = Needs Improvement* **U** = Unsatisfactory* *Commentary Required

First Obs.	Second Obs.	Summative Conference	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Engaging And Supporting All Students In Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Creating And Maintaining Effective Environments For Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Understanding And Organizing Subject Matter For Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Planning Instruction And Designing Learning Experiences For All Students
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Assessing Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Developing As A Professional Educator

Observation 1 comments:

Observation 2 comments (required only for Probationary and Temporary):

Summative comments:

Optional Teacher Comments (Date any comments. Additional comments may be attached.):

Evaluator's Signature: _____ Teacher's Signature: _____

Date: _____ Date: _____

*Signatures obtained at summative evaluation conference. Teacher's signature acknowledges only receipt of the document.

- The teacher's performance shows consistent growth toward the Teaching Standards and satisfactory performance in Education Code 44662 areas.
- The teacher's performance does not show consistent growth toward the Teaching Standards nor satisfactory performance in Education Code 44662 areas. A Plan III Support Plan is recommended and will be implemented.

Timelines

- **All Plans** – Planning conference – By October 15.
- **Plan I** – Two rounds of pre-observation conference, observation and post-observation conference – between November 1st and March 1st. Final summative evaluation and conference – By May 1st. (Probationary and Temporary)
- **Plan IIA** – One pre-observation conference, observation and post-observation conference – By April 1st. Final summative evaluation and conference – By May 1st. (Permanent Staff Only)
- **Plan IIB** – Teachers submit Description of Plan to administrator – By November 1st. Teachers submit a summative report to administrator for feedback – By April 15. Final summative evaluation and conference – By May 1st. (Permanent Staff Only)
- See contract for teacher's summative report needing support/improvement plan.

**Mill Valley School District
PLAN IIB
PROFESSIONAL GROWTH PLAN FOR PERMANENT TEACHERS**

Teacher:

Team Members:

DESCRIPTION OF PLAN (Due to Administrator by November 1)

Teaching Standard(s) to be addressed	Activities/ Timeline	Evidence (Please attach supporting documentation)

TEACHER SUMMATIVE REPORT (Due to Administrator by April 15)

1) Describe the nature of your professional development work (reading professional books, meetings with colleagues, observations, outside workshops, videos, etc.).

**Mill Valley School District
PLAN IIB
PROFESSIONAL GROWTH PLAN FOR PERMANENT TEACHERS**

2) What aspect of your professional development work was most beneficial to improving your teaching? Why? What are some key learning points that you have gained from this work?

--

3) What impact do you believe your professional development work has had on your students' learning of the content standards selected? What evidence can you share that demonstrates this learning?

--

EVALUATOR COMMENTS:

**Mill Valley School District
PLAN IIB
PROFESSIONAL GROWTH PLAN FOR PERMANENT TEACHERS**

The teacher’s performance shows consistent growth toward the Teaching Standards and satisfactory performance in Education Code 44662 areas.

The teacher’s performance does not show consistent growth toward the Teaching Standards nor satisfactory performance in Education Code 44662 areas. A Plan III Support Plan is recommended and will be implemented.

Evaluator’s Signature:* _____

Teacher’s Signature:* _____

Date: _____

Date: _____

*Signatures obtained at summative evaluation conference. Teacher’s signature acknowledges only receipt of the document.

Timelines

- **All Plans** – Planning conference – By October 15.
- **Plan I** – Two rounds of pre-observation conference, observation and post-observation conference – between November 1st and March 1st. Final summative evaluation and conference – By May 1st. (Probationary and Temporary)
- **Plan IIA** – One pre-observation conference, observation and post-observation conference – By April 1st. Final summative evaluation and conference – By May 1st. (Permanent Staff Only)
- **Plan IIB** – Teachers submit Description of Plan to administrator – By November 1st. Teachers submit a summative report to administrator for feedback – By April 15. Final summative evaluation and conference – By May 1st. (Permanent Staff Only)
- See contract for teacher’s summative report needing support/improvement plan.

**Mill Valley School District
Evaluation Form
Plan III: Support Plan**

Site: _____

Name: _____

Date: _____

Teaching Standards to be addressed:

Proposed Timeline (*Duration not to exceed 18 weeks. Feedback and/or observations not less than each 6 weeks.*)

Proposed plan/support to be provided:

Feedback and/or Observation Notes:

Date: _____

Feedback and/or Observation Conference Notes:

Date: _____

Evidence of satisfactory progress toward completion of plan:

Evidence of unsatisfactory progress toward completion of plan:

Summary:

Date: _____

Teacher Comment:

Administrator: _____

Date: _____

Representative: _____

Date: _____

Teacher: _____

Date: _____

- Teacher to return to standard evaluation plan
- Teacher to continue on support plan
- Teacher to be placed on Evaluation Plan IV: Unsatisfactory

Completed at formal observation year.

(Stull Bill evaluation at year of formal evaluation)

Stull Bill

- Progress of students toward established District academic content standards as measured by local assessment tools and the state criterion referenced assessment
- Instructional strategies and techniques
- Adherence to curriculum objective
- Establishment and maintenance of a suitable learning environment

Teaching Standards

- Engaging and supporting all students in learning
- Creating and maintaining effective environments for student learning
- Understanding and organizing subject matter for student learning
- Planning instruction and designing learning experiences for all students
- Assessing student learning
- Developing as a professional educator

Unsatisfactory in:

- Instruction Strategies
- Subject Matter Knowledge

**Mill Valley School District
Evaluation Form
Unsatisfactory Plan IV**

Site: _____

Name: _____

Date: _____

Teaching Standards to be addressed: (include Stull area)

Proposed Timeline (Duration minimum of 9 weeks. Observations not less than each 5 weeks.)

Proposed plan/support to be provided:

Observation Notes:

Date: _____

Observation Conference Notes:

Date: _____

Evidence of satisfactory progress toward completion of plan:

Evidence of unsatisfactory progress toward completion of plan:

Summary:

Date: _____

Teacher Comment:

Administrator: _____

Date: _____

Representative: _____

Date: _____

Teacher: _____

Date: _____

Stull Bill

- Progress of students toward established District academic content standards as measured by local assessment tools and the state criterion referenced assessment
- Instructional strategies and techniques
- Adherence to curriculum objective
- Establishment and maintenance of a suitable learning environment

Unsatisfactory in:

- Instruction Strategies
- Subject Matter Knowledge

Teaching Standards

- Engaging and supporting all students in learning
- Creating and maintaining effective environments for student learning
- Understanding and organizing subject matter for student learning
- Planning instruction and designing learning experiences for all students
- Assessing student learning
- Developing as a professional educator

APPENDIX F: PROTOCOL FOR PARENT INTERACTION WITH CERTIFICATED PERSONNEL

Community Relations

AR 1270

PROTOCOL FOR PARENT INTERACTION WITH SCHOOL PERSONNEL

The Governing Board of the Mill Valley School District is keenly aware that a student's education is a collaborative effort between educators and parents. The Board therefore encourages an open and honest dialogue at all times. A cornerstone to any constructive discussion is that all parties be respectful to all other parties. This protocol is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe and orderly environment.

Classroom Volunteers

Classroom volunteers should set schedules ahead of time with teachers. If for some reason volunteers cannot fulfill their scheduled time, the school secretary should be notified so that teachers may be informed of any absences.

Volunteers are to implement instructions given by the teacher. Volunteer time is not to be used for volunteers to discuss their own or another child's progress. For purposes of confidentiality, the volunteer shall not discuss any student's behavior or progress, the teacher, or things they have been privy to in the classroom.

Communication

Any concerns regarding a teacher's practice should be openly and respectfully addressed with the teacher. If no progress towards resolution is made, an appointment with parties involved should be scheduled with the site administrator.

Parents/guardians are encouraged to appropriately communicate with school staff. This may be done via e-mail, voice mail, and/or notes. Teachers may indicate a preference in these methods. Teachers are allowed two working days to respond to any reasonable communication.

Teachers have the right to make a complaint to their administrator if they feel that any communication is disrespectful.

Meetings with Teachers

Meetings should be scheduled at mutually agreeable times. One may not interrupt instruction, recess, duty free lunch times, or prep time to address and/or discuss a concern. Teacher/parent discussions should be done privately, away from students, other parents, and other staff members. A teacher has the right to request that the administrator attend any meetings or conferences.

If during any meeting (e.g. parent conference, phone call, SST/IEP, formal meeting), a person uses obscenities or speaks in a demanding, loud, insulting, and/or demeaning manner, the site administrator, teacher or leader shall calmly and politely ask the speaker to communicate civilly. If the behavior continues, the leader will

Regulation MILL VALLEY SCHOOL DISTRICT
approved: January 19, 2005 Mill Valley, California

terminate the meeting and reschedule. Further, an individual who disrupts or verbally threatens to disrupt any meeting or learning (classroom) process may be directed to leave school or school district property by the administrator.

Grade Changes

Parents/guardians are expected to respect the professional judgment of teachers regarding grades. Parents/guardians who have questions about particular assignments may, on occasion, inquire about them but they need to respect teachers' limited time constraints. In elementary school, conference opportunities are numerous. By the time students are in middle school, they should be taking increased responsibility for writing down assignments, understanding directions, knowing homework expectations, and approaching teachers with questions. Parents/guardians will best serve their children by coaching them to be their own advocates with teachers.

If a parent/guardian believes there has been a mistake in the scoring of an assignment or test, he or she may approach the teacher in the spirit of cooperative problem solving by presenting the relevant information and asking the teacher to review it. If a teacher feels unreasonably questioned by a parent/guardian, he or she will take the issue to a site administrator.

Exerting pressure on teachers to change trimester grades for any reason, including, but not limited to, qualifying to play on sports teams or participating in extracurricular activities, is not acceptable.

If a parent/guardian wishes to challenge a trimester grade, he or she may submit to the Superintendent or designee (site administrator) a written request explaining the reasons for the desired change. (Education Code 49070)

When a student grade is challenged, the teacher who gave the grade shall be given an opportunity to state orally, in writing, or both, the reasons for which the grade was given. Insofar as practical the teacher shall be included in all discussions related to any grade change. In the absence of clerical or mechanical error, fraud, bad faith or incompetence, the student's grade as determined by the teacher shall be final. (Education Code 49066)

California Education Code

44811. Disruption of classwork or extracurricular activities; punishment; exemptions

1. Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his or her duties materially disrupts class work or extra curricular activities or involves substantial disorder is guilty of a misdemeanor.
2. A violation of subdivision (a) shall be punished as follows:
 - a. Upon the first conviction, by a fine of not less than \$500 and not more than \$1,000, or by imprisonment in a county jail for not more than one year, or by both the fine and imprisonment.
 - b. Upon a second conviction, by imprisonment in a county jail for a period of not less than 10 days, and not more than one year, or by both imprisonment and a fine not exceeding \$1,000. The defendant shall not be released on probation, or for any other basis until he or she has served not less than 10 days in a county jail.

*Regulation MILL VALLEY SCHOOL DISTRICT
approved: January 19, 2005 Mill Valley, California*

c. Upon a third or subsequent conviction, by imprisonment in a county jail for a period of not less than 90 days, and not more than one year, or by both imprisonment and a fine not exceeding \$1,000. The defendant shall not be released on probation, or for any other basis until he or she has served not less than 90 days in a county jail..."

Furthermore, any individual who disrupts or threatens to disrupt school/office operation; threatens the health and safety of students or staff; willfully causes property damage, uses loud and/or offensive language which could provoke a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on school district property, shall be directed to leave school or school district property promptly by the administrator or designee.

When an individual is directed to leave the property, the administrator or designee shall inform the person that he/she will be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Codes 415.5 and 626.7 if he/she reenters any district facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school. If an individual refuses to leave upon request or returns before the applicable period of time, the administrator or designee may notify law enforcement officials.

Legal References:

EDUCATION CODE

32210 - Willful Disruption of Public School or Meeting

56341 (h) - Non-adversarial Meetings

PENAL CODE

415.5 - Disturbance of Peace of School

626.8- Disruptive Presence at Schools