Mendocino Teachers Association

July 1, 2026 – June 30, 2027

(Approved 8/27/26)

Mendocino Teachers' Association Collective Bargaining Agreement
Effective School Year 2026-27 (Approved 8/2/26)

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ARTICLE 1— AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Mendocino Unified School District ("Board") and the Mendocino Teachers Association ("Association") and shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory.
Rules which are designed to implement this Agreement shall be uniform in application and effect.

1.2 This Agreement is entered into pursuant to current collective bargaining provisions.

1.3 This Agreement shall remain in full force and effect from July 1, 2026 until June 30, 2027. The current practice of developing side letters by mutual consent is allowable.

1.4 This Agreement shall be maintained until a successor agreement is negotiated. In intervening years, either side may open salary, stipends, benefits and up to three articles.

1.5 If any provision of this Agreement or any application thereof to any party is held by any Court to be contrary to law, then such provisions or applications will be deemed invalid to the extent required by such Court decision, but all other provisions or applications shall continue in full force and effect for the duration of the Agreement.

1.6. Permanent Status: If the State of California should do away with protections for teachers such as, but not limited to, due process, seniority, etc., the protection from the existing California Education Code provisions would remain in place until the Mendocino Teachers' Association and the Mendocino Unified School District can successfully negotiate an agreement.

MENDOCINO TEACHERS ASSOCIATION Date: 8/13/26

Josh Potter, Interim President

MENDOCINO UNIFIED SCHOOL DISTRICT Date: 8/13/26

Jason Morse, Superintendent

ARTICLE 2 – RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative of all full-time and part-time teachers (but excluding substitute teachers) who are under contract with the District.

2.2 For the purpose of this Article, the term "teacher" is construed to mean those employees whose positions require certification and hold such job titles as "teacher, "reading specialist," "resource specialist," "counselor," “RtI teacher,” “technology integration teacher,” “head teacher,” and "special day classes teacher," “social worker,” but does not include employees of the District who are "management," "confidential," and/or "supervisory."

2.3 The recognition extended by the Board is for the purposes of complying with current collective bargaining provisions.

ARTICLE 3 – HOURS OF EMPLOYMENT

3.1 Teaching Days for Each School Year

3.1.1 In 2023-26, teacher on-duty days will total 185 days, which includes 180 instructional days, 2 days of teacher preparation, and 4.5 days of staff development.

3.1.1.1 All provisions in article 4.4.1 apply to teacher preparation and staff development except for numbers 4.4.2.4.

3.1.1.2 Teachers will be paid at their daily rate of pay for all teacher on-duty days.

3.2 School Calendar

3.2.1 The school calendar will be developed and approved by a calendar committee with representatives from MTA and administration with assistance from the Superintendent or designee which will submit it, through the Superintendent, to the Board for consideration. The committee will solicit community input as necessary. This process will begin no later than **February 15** of each year, except in the case where a multi-year calendar has been adopted.

3.2.2 Those elements which comprise the calendar are listed as follows:

3.2.2.1. Beginning and ending dates of the school year

3.2.2.2. Placement of in-service, minimum, staff development, and storm days

3.2.2.3. Placement of discretionary holidays or vacations

3.3 Master Calendar

3.3.1 By September 15, the Superintendent or designee will send out a master calendar for the year which will list MTA meetings as well as all committee meetings, school site meetings, or events (e.g. music concerts) for the year.

3.3.2 Changes in meeting dates must be communicated to the District Office person responsible for maintaining an up-to-date Master Calendar in order to avoid scheduling conflict.

3.4 Duty-Free Lunch Period

3.4.1 All full-time teachers of grades K-8 shall receive one forty-five minute, duty-free lunch period each day.

3.4.2 All full-time teachers of grades 9-12 shall receive one forty minute, duty-free lunch period each day.

3.4.3 The minimum lunch period for full-time teachers shall not be less than forty consecutive minutes.

3.5 Teacher Work Day and Duties

3.5.1 Full time teachers shall be required to work seven and one half hours per day, except on Fridays when teachers will be excused as soon as all regularly scheduled classes have been released at their site. The workday begins 15 minutes before the time prescribed for commencing the instructional day (The instructional day is defined as the time from the beginning of the first regular instructional period until the regular time of student dismissal*).*

3.5.1.1 Teachers shall be required to be present at their work site not less than fifteen minutes before the time prescribed for commencing the instructional day.

3.5.1.2 All teachers shall be in the classroom when classes are scheduled to begin.

3.5.1.3 The fifteen minutes of before-school time will be duty-free. With administrator approval, a teacher may voluntarily substitute up to 15 minutes of before school duty in lieu of other supervisory duty during the instructional day. Before school duty time in excess of 15 minutes per day will count as compensatory time.

3.5.1.4 Over and above the 7.5 hour work day, the District may schedule 15 hours per semester for Adjunct Duties (see section 3.6). Hours over and above the 15 hours will be compensated with compensatory time.

3.5.1.4.1 The weekly staff meeting may run up to 30 minutes beyond the 7.5 hour work day.

3.5.1.5 Staff who participate in more than 5 IEPS, SSTs, and 504 meetings in one school year, will be compensated with compensatory time for each IEP, SST, and 504 meeting after the fifth such meeting.

3.5.1.6 Teachers will not be required to be on duty at dances without a credentialed administrator or a teacher designee who is appointed "acting administrator in charge." If the acting administrator in charge so requests, a security guard shall be present at the dance.

3.6 Adjunct Duties

3.6.1 Adjunct duties are those duties which are normally required of a teacher in addition to an instructional assignment and which are necessary to enable the class, school, or school district to accomplish its objectives.

3.6.2 Stipend positions will not be considered adjunct duties. (See appendix A for stipend information).

3.6.3 Duties which staff receive compensation time for will not be considered adjunct duties (See section 4.8 for compensation time information).

3.6.4 Duties for which extra duty compensation is provided are excluded from this definition.

3.6.4 Within the first two weeks of each semester, a list of adjunct duties will be developed and posted by the site administrator.

3.6.4.1 The first 5 IEPs, SSTs, 504s, may be considered adjunct duties.

3.6.4.2 The following events are mandatory and may be considered adjunct duties: Back-to-School Night, Staff meetings/PLC meetings beyond contract hours, Open House, Parent Conferences, School-wide events, HS Class Advisor (work-day hours)

3.6.5 Teachers' adjunct duty hours may be modified only by prior arrangement with the immediate supervisor.

3.7 Leaving Early

3.7.1 Employees may request permission from the site administrator to leave early for the following reasons:

3.7.1.1 Professional growth activities.

3.7.1.2 Emergency medical or dental appointments which cannot be arranged before or after the work day.

3.7.1.3 Emergency family responsibilities.

3.8 Preparation Time

3.8.1 Preparation time is to be used for activities which are necessary to enable the class, school, or school district to accomplish its objective. The schedule for these activities will be mutually agreed upon at each site by the teacher(s) and administrators.

3.8.2 Each full-time teacher, grades K-5, shall have the equivalent of 315 minutes per week for preparation and planning during the time of the 5th grade instructional day.

3.8.3 Each full time 6-12 teacher shall have no more than 4.5 assigned teaching periods during a 6-period day (Example: a teacher would teach 4 periods one semester and 5 periods the other semester).
3.8.4 Each full time 6 -12 teacher shall have no more than 5 assigned teaching periods during a 7-period day.
3.8.5 Any teacher working at both an elementary and a secondary site will receive two preparation periods, or a proportionate amount if that teacher is part-time.
3.8.6 Preparation time at the outlying sites will be provided in a manner mutually agreed upon by the K-8 administrator and outlying site teachers, at a cost proportionate to the K-5 program.
3.8.6.1 Every attempt will be made to employ a preparation-time teacher at each outlying site.

3.9 Planning Time

3.9.1 During planning and preparation days prior to the beginning of the school year, two days shall be reserved for teacher planning and preparation in their classroom. Teachers shall decide how to use the teacher planning days.
3.9.2 Planning for full-inclusion: The District will provide planning time for certificated staff who will be working with severely handicapped students who require full-time aide assistance. Teachers who are assigned severely handicapped students shall be provided additional training as necessary.
3.9.2.1 During the summer prior to the school year when the student will be assigned, the District will provide up to five days (30 hours) of training for an individual teacher or a team of teachers who will be responsible for that student. The number of hours of training will be mutually agreed upon.
3.9.2.2 In addition to the summer training hours, the District will provide the equivalent of three days (eighteen hours) of follow-up planning time during the first two months of the school year that the student is in the class.
3.9.2.3 The District will provide appropriate consultants for the training and will compensate the teachers at the per hour rate specified in Article 13, Section 3.

ARTICLE 4 - COMPENSATED LEAVES

4.1 Definitions

4.1.1 "Immediate Family" shall mean the spouse, domestic partner, mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in law, or sister-in-law of the employee, any relative living in the immediate household of the employee, or any person whom the employee can verify has filled one of the above roles.

4.2 Sick Leave or Medical Appointments

4.2.1 Leave shall be granted to each employee of the District at the rate of ten days per year for absence due to accident, illness, quarantine, or medical appointments. Part-time employees shall be entitled to that portion of leave as the assignment bears to a full-time position.

4.2.1.1. Employee emergency medical appointments or medical appointments which cannot be scheduled outside the normal teaching day may be covered under sick leave.

4.2.1.2. After three days, the District may require a doctor's certification or other proof before allowing pay for absence due to illness, accident, quarantine, or medical appointment.

4.2.2 Any certificated employee who has unused leave for illness or accident accumulated in another California school district at the time they are employed in the Mendocino Unified School District shall be credited in this District with the accumulated days in accordance with the law.

4.2.3 It is the employee's responsibility to notify the District Office in writing so that the necessary documents may be completed to accomplish the transfer of unused sick leave from the employee's immediate preceding California school district employer.

4.2.4 When an employee's accumulated sick leave days have been exhausted and the illness, accident, or physical disablement, including pregnancy-related causes, requires continued absence from the job, as certified in writing by the employee's physician, the absent employee shall receive, for a period not to exceed a total of 5 months of any single school year, the difference in his/her daily salary and that paid to a substitute employee hired to fill his/her position during his/her absence. When an employee's accumulated sick leave days have been exhausted:

4.2.4.1. If a substitute is employed on a short-term basis, the short-term substitute rate will be used for the differential computation.

4.2.4.2. If a long-term substitute is used, the long-term substitute rate will be used for the differential computation.

4.2.4.3. If no substitute is used, the long-term substitute rate will be used for this computation.

4.2.5 Sick leave may be accumulated and counted toward retirement as allowed by law.

4.2.6 When directed by the Superintendent, an employee shall undergo a medical examination by a doctor mutually selected by the Superintendent and the employee, and the cost of such examination shall be borne by the District.

4.2.6.1. If a doctor cannot be mutually agreed upon by the Superintendent and the employee, the Superintendent will obtain the name of three doctors recommended by the County Medical Association. The employee must then select from this list of three doctors.

4.2.6.2. The employee shall authorize the doctor to release the results of the examination to the District.

4.2.7 In the case of absence due to illness or non-work related accident, employees shall notify their site administrator or designee as soon as possible.

4.2.7.1. The site administrator or designee shall be notified of intent to return to work no later than 3:00 p.m. on the day preceding the return. If such notification is not made, the site administrator will ask the substitute to report for work on the following day.

4.2.7.1.1 If, on the following day, both substitute and regular teacher report for duty, the substitute and not the regular teacher shall be paid for service.

4.2.8 Each member of the bargaining unit shall be notified of their cumulative days of sick leave no later than September 30 of each year.

4.3 Bereavement Leave of Absence

4.3.1 A regular, full-time employee will be granted a maximum of three days leave of absence, or five days leave of absence if out-of-state travel is required, for the death of any member of their immediate family.

4.3.1.1. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement.

4.3.1.2. Part-time employees shall be granted this leave on a proportionate pro rata basis.

4.3.2 A three day bereavement leave may be granted for each death described above if more than one death occurs simultaneously. Such leaves may be consecutive.

4.3.3 If the employee requests, they may be granted up to an additional six days leave in any one instance for bereavement purposes, which shall be charged to their accumulated sick leave. Request for bereavement leave shall be made to the District Office through the immediate supervisor.

4.4 Personal Necessity Leave

4.4.1. Five days of personal necessity leave may be used for any purpose, except for activities for which the employee is being paid by a non-District source.

4.4.1.1 Prior approval shall be secured from the Site Administrator.

4.4.1.2 The Site Administrator may deny the leave based on school program or school needs.

4.4.1.3 The leave request does not have to include the reason for leave.

4.4.2 Sick leave may be used by the employee, at his/her election, for any of the following:

4.4.2.1. Accident or illness involving his/her person or the person of a member of his/her immediate family.

4.4.2.2. Personal property emergencies.

4.4.2.3. Personal legal matters which cannot be conducted after regular working hours or during vacation.

4.4.2.4. Personal business of a pressing nature to the employee, which cannot be conducted after regular working hours or during vacation.

4.4.3 Prior approval shall be secured for requests for leave under 4.4.2.4 and 4.4.2.5, and shall be made through the immediate supervisor to the District Office whenever possible at least three working days before the intended time of absence

4.4.4 In unusual circumstances, the District may opt to extend the number of personal necessity days which can be charged against accumulated sick leave.

4.5 Sabbaticals

4.5.1 Any permanent certificated employee of the District, having rendered at least seven consecutive years of service to the District immediately prior to applying for the sabbatical, shall be eligible to apply for sabbatical leave. A unit member may request one of the following:

4.5.1.1 A sabbatical leave of 1 year (defined as two consecutive semesters of a given academic year) at .5 salary and .5 benefits.

4.5.1.2 A half year (defined as one semester) at .5 salary and .5 benefits for that semester.

4.5.1.3 A period less than one semester at .5 salary and .5 benefits for that specific period of time.

4.5.2. Sabbatical leaves may be granted for the following purposes:

4.5.2.1 Professional study: the applicant shall submit evidence that the proposed professional study shall be designed to enlarge the applicant's understanding of educational psychology, to improve facility in teaching techniques, to broaden experience in special fields, or to do research.

4.5.2.2 Approved travel: applicants for sabbatical leave under this provision shall submit a brief statement of the proposed itinerary. Said itinerary must be planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which they are engaged.

4.5.2.3 A combination of travel and study may be allowed.

4.5.3 Applications must have the approval of the site administrator. The site administrator may deny the request if the absence would be disruptive to the instructional program.

4.5.4 Applicants for sabbatical leave for 4.5.1.1 or 4.5.1.2 shall file with the District Office not later than **February 15.**

4.5.5 The application must be accompanied by a certificate of health signed by a physician indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposal.

4.5.6 The application must be approved by the Professional Development Committee. When proposals are deemed comparable, the sabbatical shall be granted to the employee with the longest continuous term of teaching in the District.

4.5.7. An employee's past significant contribution to the District, health, personal reasons, or other pertinent factors may be considered.

4.5.8. Before the sabbatical leave begins, and after its completion, meetings will be held between the recipient and the Professional Development Committee to determine how the learning will be shared.

4.5.9. The employee must file with the Board a suitable bond indemnifying the District for any salary paid the employee during the sabbatical leave in the event said employee fails to return and to render two full years of service in the District following the termination of the sabbatical leave, or in the event said employee fails to carry out the program of study or the itinerary of the trip approved by the Board.

4.5.10 If the Board finds, and by resolution so declares, that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render at least two years' service therein following their return from the leave, the Board, in its discretion, may waive the furnishing of the bond and pay the employee on leave in the same manner as though the bond is furnished.

4.5.11 Failure of an employee to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death, or certification by a physician that failure was due to physical or mental disability.

4.5.12 While on sabbatical leave, the salary paid the teacher shall be one-half (.5) of their current salary and benefits. The salary may be paid in the same manner and at the same time that the employee would normally be paid were they teaching in the District.

4.5.13 At the expiration of the sabbatical leave, the employee will be reinstated in the position held at the time the leave was granted, whenever possible.

4.5.14 An employee returning from sabbatical leave will progress on the salary schedule as if they remained in active service as per article 13.1.2.4

4.5.15 Sabbatical leave shall count toward retirement, and the retirement and annuity contributions for the half-year shall be deducted from warrants in the usual manner. At the option of the employee, they may pay the full remaining retirement share.

4.5.16 The number of employees on sabbatical leave during any one year shall not exceed one position affected by the provisions of the contract.

4.5.16.1 The District guarantees funds sufficient to grant one sabbatical each year.

4.5.16.2 Sabbatical leaves shall be granted when an applicant is recommended by the Professional Development Committee and approved by the Board.

4.6 Industrial Accident & Illness Leaves

4.6.1. The Board shall provide regulations governing industrial and illness leaves of absence for certificated employees. Such regulations shall include:

4.6.1.1 Allowable leave shall be for sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

4.6.1.2 Allowable leave shall not be accumulated from year to year.

4.6.1.3 Industrial accident or illness leave shall commence on the first day of absence.

4.6.1.4 When a certificated employee is absent from his/her duties on account of an industrial accident or illness, they shall be paid not more than his/her full salary.

4.6.1.4.1 The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's “average weekly earnings.”

4.6.1.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

4.6.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same illness or injury.

4.6.2. Upon termination of the industrial accident/illness leave, the employee shall be entitled to the benefits provided in Article 4, Section 2 of this contract.

4.6.2.1 Their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

4.6.2.2 If the employee continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to him/her of not more than their full salary.

4.6.3. The Board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.

4.6.4. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness.

4.6.4.1 The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

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

4.6.6. The benefits provided in this section are in addition to sick leave benefits.

4.6.7. Accordingly, the Board shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent as a result of an industrial accident or illness.

4.7 Legal Duty Leaves

4.7.1 The unit members shall be entitled to a paid leave of absence for jury duty or when subpoenaed as a witness in any court or legal proceeding other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

4.8 Compensatory Time

4.8.1. Compensatory time may be earned in the following ways:

4.8.1.1 Certificated staff may earn compensatory time by voluntarily substituting for one class period (including lunch period) at the request of the administration, or, with administrative approval, at the request of another teacher or for any reason requested/offered by site administration. A comp time period will equal 45-55 minutes. Comp time must be submitted within the month earned. (See also 3.6)

4.8.1.2 Designated Teacher in Charge:

4.8.1.2.1 When an administrator is absent the designated teacher-in-charge will receive two periods of compensatory time plus $75/day.

4.8.1.2.2 When an administrator is absent from the District for part of a school day, and the Superintendent cannot serve as the site administrator, the designated teacher-in-charge will receive one compensatory period per four-hour period.

4.8.1.2.3 Long term (more than two weeks) situations will be negotiated on a case by case basis.

4.8.1.2.4 During the first two weeks of school, teachers may indicate their interest as serving as teacher in charge. Each site administrator will use criteria including experience, seniority, and schedule to make the determination of who can be designated as teacher-in-charge.

4.8.1.3 Teachers who write and receive a grant from any source outside the District, excluding MUSE or Booster Club grants, will receive compensatory day(s) based on the grant's value, unless their time for writing the grant was already compensated. It is mandatory all grants be pre-approved by the Board for this Article to apply. Such compensatory time granted is to be used by June 30th of the following year.

4.8.1.3.1 Grants of $1,000 -$5,000 will receive one compensatory day/per writer

4.8.1.3.2 Grants of $5,001 - $25,000 will receive two compensatory days/per writer

4.8.1.3.3 Grants of $25,001 - $50,000 will receive three compensatory days/per writer

4.8.1.3.4 Grants of $50,001 - $75,000 will receive four compensatory days/per writer

4.8.1.3.5 Grants of $75,001 - $100,000 will receive five compensatory days/per writer

4.8.1.3.6 Grants greater than $100,001 will receive six compensatory days/per writer

4.8.1.4 Teachers who participate in the following events/activities will receive compensatory time: SSTs, 504s, IEPs after 5th; Dance chaperones; Athletic event chaperones; CTE events; Department meetings/events; District committees lasting 20 hours or less; Admin requests/offers.

4.8.1.5 Members who work overnight supervising students will receive 6 periods of compensatory time per night. This section does not apply for overnight activities for which a member already receives a district stipend.

4.8.2. Teachers earn compensatory time in period increments.

4.8.2.1 Comp time may be used with approval of the site administrator.

4.8.2.2 Six (6) periods are equivalent to a full day off; three (3) periods are considered a half day off.

4.8.2.3 Comp time can be used in period increments.

4.8.2.4 In lieu of a day off, a teacher may receive substitute pay at the regular daily substitute rate for each six (6) periods accrued.

4.8.2.4.1 In the event of a half-day (.5) absence, the teacher must have accrued a minimum of three compensatory time increments.

4.8.2.5 If pay is desired, it must be requested by the employee (in writing) no later than June 10th.

4.8.3 Use of compensatory time

4.8.3.1 Compensatory time earned in one school year must be used by the end of the following school year or the employee will receive sub pay at the daily sub rate for each 6 periods accrued or portions thereof. (example: an employee earns 18 periods or 3 comp days over one school year. They must either use those days or they will be paid for them at the end of the following school year).

4.9 Leave for Parents for the Birth, Adoption, or Foster Care Placement of a Child

4.9.1 Parental Leave is a leave taken for either the: birth of an employee's child or adoption of a child by employee or placement of a foster child with the employee.

4.9.2 Term of Leave: Maximum of 12-workweeks; compensation is subject to the employee's sick leave balance and eligibility for California Family Rights Act Leave (CFRA)

4.9.2.1 In accordance with AB375, Educational Code section 44977.5, twelve weeks of differential pay will be given to certificated employees who are absent due to new parent leave under the Family Rights Act.

4.9.3 Parental Leave Eligibility Criteria: Employee must have worked with the District for at least 12 months. There are no minimum service hours required.

4.9.4 Applicable Rate of Pay during Parental Leave:

(a) Full Pay for up to 12-workweeks if the employee has available sick leave (current year and accumulated sick leave)

(b) Partial Pay at the differential pay rate at no less than 50% of the employee's salary; after exhaustion of all available sick leave for the remainder of employee's 12-workweek period if the employee is eligible for CFRA

4.9.5 Parents with the Same Employer:

(a) Under CFRA, parents with the same employer have a combined total of 12- workweeks within a 12-month period. Unmarried parents are not restricted to a combined total of 12-workweeks

4.9.6 Parental Leave Rights, Limits, and Relationship to Other Leaves

(a) Leave is taken pursuant to the Education Code and runs concurrently with CFRA Leave.

(b) The aggregate amount of Parental Leave under the Education Code and CFRA is limited to 12-workweeks in a 12-month period.

(c) The employee does not have to provide a minimum of 1,250 service hours to qualify for Parental Leave under the Education Code.

(d) An eligible employee may elect to take unpaid leave and reserve their sick leave for later use, however:

The employee would not be entitled to partial pay under Ed Code Parental Leave because partial pay eligibility is conditioned upon exhaustion of all sick leave, and their entitlement to CFRA Leave would be reduced by the period of leave.

A timeline follows:

Parental Leave under Ed Code and CFRA

12-Workweek Maximum is equal to Sick Leave plus Differential Pay if eligible for CFRA

|----------|

Sick Leave + other Paid Time Off

|----------|

Full pay with benefits to extent employee has sick leave for up to 12-workweeks

+ Differential Pay* for the remainder of 12-workweeks **<u>if employee qualifies for CFRA Leave</u>**

|----------|

+ The employee **<u>may elect</u>** to use other paid time off for the otherwise unpaid portion of CFRA

*Differential Pay is the employee's salary less the salary that is actually paid, or if no substitute is hired, the amount that would have been paid to a substitute. If the actual differential rate is lower than 50%, the employee must be paid no less than 50% of their regular rate.

4.9.7 Parental Leave and CFRA "Baby Bonding Leave" run concurrently for a maximum of 12 workweeks in any 12 month period.

4.10 MTA Sick Leave Bank

A sick leave bank will be established to help employees who themselves, or an immediate family member, are beset with a catastrophic illness or injury and who have exhausted all of their available sick leave.

4.10.1. Creation

4.10.1.1. Days in the Bank will accumulate from year to year.

4.10.1.2. Days will be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Bank participant.

4.10.1.3. A committee will be formed consisting of one administrator and two Association members. The purpose of the committee is to ensure the legitimacy and equity of each request while maintaining the solvency of the Bank. The committee will consider and have the power to approve or disapprove any request for withdrawal from the Bank.

4.10.2. Eligibility and Contributions

4.10.2.1. All certificated employees on active duty with the District are eligible to contribute to the Bank.

4.10.2.2 Participation is voluntary, but requires contributions to the Bank.

4.10.2.3 Only contributors are eligible to withdraw from the Bank.

4.10.2.4 Employees who elect not to join the Bank upon first becoming eligible may join at the beginning of any school year.

4.10.2.5 Members who elect not to join the Bank upon first becoming eligible have a waiting period of 90 days after joining the bank before becoming eligible to withdraw from the Bank.

4.10.2.6 The contribution shall be authorized by the employee and continued until cancelled by the member. All transfers of eligible leave days shall be irrevocable.

4.10.2.7 Contributions shall be made by the August paycheck.
The minimum annual rate of contribution per Bank member for each school year will be one day. If the number of days in the Bank at the beginning of the school year exceeds 100, no contribution will be required of returning members. Those joining for the first time and those returning from leave will be required to contribute one day to the Bank.
If the Bank drops below 30 days, the committee may open the bank for additional voluntary contributions.

4.10.3. Withdraw from the Bank

4.10.3.1Bank members may apply for withdrawal from the Bank after having exhausted their sick leave and compensatory leave.

4.10.3.2 Bank members must use all sick leave and compensatory time but not all differential leave available to them before becoming eligible for withdrawal from the Bank.

4.10.3.3 Withdrawals from the Bank will be granted in units of no more than 30 days. Members may submit requests for extensions of withdrawals as their prior grants expire. A member's withdrawal may not exceed the maximum period of sixty days per school year.

4.10.3.4 A member is eligible to draw on the bank if they have signed up for the current year. If that member draws from the bank, they must contribute a day the following year to be eligible to collect from the Bank should the circumstances arise.

4.10.3.5 The committee will not grant requests for withdrawal of days beyond the amount in the Bank. The District or the Committee is under no obligation to pay the participant any funds. If the committee denies any withdrawal requests, it will notify the member in writing. The decisions of the committee are final.

4.10.3.6 The decision to approve or deny requests from the Bank shall not be subject to the grievance procedures.

4.10.3.7 Neither the District nor the committee shall be held liable for refusal to grant requests.

4.10.3.8 Leave from the Bank may not be used for illness or disability that qualifies the employee for worker compensation benefits unless the employee has exhausted all worker compensation leave and their own sick leave.

4.10.4 If the Bank is terminated for any reason, the days remaining will be returned to the current members of the Bank in an equitable manner as decided by the committee.

ARTICLE 5: UNCOMPENSATED LEAVES OF ABSENCE

5.1 Definitions

5.1 "Immediate Family" is defined in Article 4 Section 1 of this contract.

5.2 General Provisions

5.2.1. At the discretion of the Board, a limited number of uncompensated leaves of absence may be granted.
5.2.2 Such leave, except for new parent leave provisions, shall be requested in writing by **February 15** to the Superintendent.
5.2.3 At the discretion of the Board, a request may be considered after the **February 15** deadline.
5.2.4 Action on the leave request shall take place on or before **April 30**.
5.2.5 The individual employee and their representative shall have the opportunity to support their request for leave before the Board.
5.2.6 If an employee's request is denied they may request a written explanation.
5.2.7 Sick leave and employee benefits will not be granted for periods of uncompensated leaves of absence.
5.2.8 Any certificated employee may, at their own expense, continue any or all benefit plans for the period of their leave upon a month-to-month or quarterly reimbursement by the employee to the District at the group rate.
5.2.9 On or before **February 15** of the year in which an employee is on uncompensated leave of absence, they shall submit a letter to the District Superintendent indicating the employee's intention to return to the District for the following year.
5.2.10 Failure to declare their intention by that date shall be handled as a job abandonment, resignation, effective **June 30** of that year.
5.2.11 At the expiration of leave, the employee will be reinstated in a position determined by the District and for which the employee is credentialed.

5.3 Maternity Leave

5.3.1. The Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be mutually determined by the employee and the employee's physician.
5.3.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
5.3.3 Except as provided herein, pregnancy or childbirth shall be considered on the same terms and conditions which are applied to other temporary disabilities.
5.3.4 This section shall be construed as requiring the Board to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

5.4 Alternate Year Teaching Assignment

5.4.1 A permanent or probationary employee who wishes to share a position on an alternate year basis must present their proposal to the site administrator by **February 15** for the following school year. The program should include:

5.4.1.1. A statement expressing why the employee believes an alternate year shared position would be desirable for the District.

5.4.1.2. A description of how the curriculum might be developed and shared over a two-year period.

5.4.1.3. A statement from the employee who is currently under contract requesting a leave of absence for the ensuing year.

5.4.2 The person selected to fill the alternate year assignment must be agreeable to both the employee requesting an alternate year assignment and the District.

5.4.3 The person selected to fill the alternate year assignment will be employed on a temporary contract.

5.4.4 In the event that the District employee who has initiated the request resigns from the District, the alternate year agreement becomes void. The position which exists (if any) will then be filled by following usual District procedures.

5.5 Family Care and Medical Leave

5.5 Any employee who has at least 12 months of service with the district, and who has at least 1,250 hours of service with the district during the previous 12-month period shall be eligible to take unpaid family care leave as outlined in Administrative Regulation 4161.8.

5.6 Part-Time Teaching Assignments

5.6 Permanent or probationary employees may request partial year leaves in order to work part-time.

ARTICLE 6 – GRIEVANCE

6.1 Definitions

6.1.1 Grievance: Any alleged violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.

6.1.1.1 Grievant: A District employee in the unit covered by this Agreement who is filing a grievance, or the Association when the alleged contract violation applies exclusively to the Association.

6.1.1.2 Conferee: A person who is not a party to a grievance who is asked by either party to serve as the party's advisor.

6.1.1.3 Party-in-Interest: Any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.1.1.4 Site Administrator: The administrator having immediate jurisdiction over the employee who is filing the grievance.

6.1.2 Day: Any day in which teachers are required to render service to the District.

6.2 General Provisions

6.2.1 Nothing contained herein will be construed as limiting the right of any employee having grievance to discuss the matter informally with any appropriate member of the administration.

6.2.2 Nothing contained in this article or elsewhere in the Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention by the Association if the adjustment is consistent with the terms of the Agreement.

6.2.3 Only the Association has the right to take a grievance to mediation and arbitration.

6.2.4 The time limits may be extended only by mutual written agreement of the Superintendent and the President of the Association.

6.2.5 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practical.

6.2.6 Should time limits be exceeded by one party, the grievance shall be awarded to the other party.

6.2.7 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

6.2.8 Forms for processing grievances will be prepared by the Superintendent and will be adopted upon approval of the Association.

6.2.9 The forms will be printed by the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.

6.2.10 Prior to the time it is submitted to arbitration, parties to the Agreement shall not make public disposition of the grievance without the written agreement of all parties involved in the grievance.

6.2.11 It shall be the responsibility of all parties involved in a dispute to resolve such disputes at the lowest possible level.

6.2.12Persons who are called upon to attend grievance meetings within the working day shall not lose pay because of such meetings.

6.2.13 A teacher, whether or not a member of the Association, may be represented at all stages of the grievance procedure, except at the mediation or arbitration level, by themself or, at their option, by a representative selected by the Association.

6.3 Level I

6.3.1 When an employee believes a grievance exists, they shall submit Grievance Form Level I requesting an informal conference with the person against whom the grievance is directed, i.e., principal, superintendent, or immediate supervisor, within **twenty days** after the occurrence of the incident or dispute.

6.3.2 The informal conference at Level I will occur within **ten days** of the filing of the grievance.

6.3.3 The employee shall have the right to select a third person to be present at the informal conference.

6.3.4 If the dispute is resolved informally, it shall be so recorded on the Grievance Form Level I and a copy shall be sent to the Superintendent and the President of the Association.

6.3.5 If the dispute is not resolved informally, and the employee wishes to pursue the matter, the employee shall request on Grievance Form Level I that the administrator make a formal response. Within **five days,** a copy of the response will be sent to the Superintendent and the President of the Association.

6.4 Level 2

6.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision, using the Grievance Appeal Form Level I, to the Superintendent within **five** days of the receipt of the decision of Level I.

6.4.2 The Superintendent shall communicate their decision, in writing, on the Grievance Response Form Level II, within **five** days of receipt of the appeal, with a copy to the President of the Association.

6.4.3 In the event that the initial dispute exists with the Superintendent, and if the grievant wishes to pursue the grievance, they shall, within **ten days** of receipt of the Superintendent's response, appeal the decision to the Board using Grievance Form Level I "Appeal to Level II."

6.4.4 In a Superintendent's Level Grievance, within **ten days** of appeal to Level II, the Board after conducting whatever additional investigation is deemed necessary, shall communicate its decision on Contract Grievance Level II Response to Appeal Form.

6.5 Level 3 Mediation

6.5.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.

6.5.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service (CSMS), or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

6.5.3 The mediator, within ten (10) days of the request shall meet with the grievant, the Association and the District for the purpose of resolving the grievance.

6.5.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

6.5.5 In the event that the grievant, the Association and the Superintendent or their designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four.

6.6 Grievance Arbitration — Level 4

6. 6.1 If the grievant wishes to appeal the decision of the Superintendent or Board to arbitration, they may, within **five days** of the conclusion of mediation, request in writing on the Contract Grievance Appeal Form Level III that the Association submit their grievance to arbitration, with a copy to the Superintendent or Board.

6.6.2 The Association, by written notice to the Superintendent or the Board within ten days after receipt of the request from the aggrieved employee, may submit the request to arbitration.

6. 6.3 Within **3 working days** of the written request, the Superintendent shall request the California State Mediation/Conciliation Service to supply a panel of five names. A copy of this request shall be sent to the grievant and to the Association.

6.6.4 Within **3 days** of the receipt of the panel of five names, the Superintendent and the grievant shall either mutually agree upon an arbitrator or notify the California State Mediation/Conciliation Service to select an arbitrator in accordance with its rules.

6.6.5 The arbitrator shall be requested to schedule a hearing within **fifteen days** or as soon as possible after that and submit their findings and award in writing to the Board of Education, the grievant, and the Association.

6.6.6 The award of the arbitrator shall be binding on the grievant, the Association, and the District.

6.6.7 The arbitrator shall consider only those issues which have been properly carried through all prior steps of this procedure.

6.6.8 All costs for the service of the arbitrator, including but not limited to per diem expenses, their travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

ARTICLE 7 ~ CERTIFICATED EMPLOYEE EVALUATION PROCEDURE

PREAMBLE: The primary purpose of evaluation is to maintain and improve the quality of education in the District. A fundamental goal of the District is to conduct an evaluation program for teacher improvement based on mutual respect and confidence between evaluators and those evaluated.

7.1 Non-tenured employees and employees receiving a "standard not met" rating will be evaluated annually by the site administrator. Tenured employees shall be evaluated by the site administrator every third year on a rotating basis. Once a tenured teacher has worked for the district for more than 5 years and has had three consecutive evaluations with a "standard met" rating, they will be moved to the Continuous Improvement Program evaluation system described in 7.2.

7.1.1 By October 15th, the site administrator will hold an initial conference with each person to be evaluated during that year. During the conference the administrator and teacher will mutually agree upon an objective for evaluation (this could include Beginning Teacher Induction). The administrator and teacher will mutually agree on which performance standard from Appendix D the objective
will be associated with.

7.1.2 The discussion will include identifying activities (peer collaboration, observation of a peer, student survey, work samples, data collection, administrator observation, presentation to peers, completion of BTSA work, etc.) relating to attainment of their objective. This is not an exhaustive list and can change throughout the process.

7.1.3 The teacher will submit a portfolio outlining the progress on their objective. The portfolio will include a maximum of twelve pages and must include the following: 1.) A description of the objective and process used, 2.) The standards associated with the objective, 3.) Evidence of progress toward objective, and 4.) A reflection on the teacher's work.

7.1.4 The site administrator will provide evidence of a completed evaluation consisting of a written summary and completed Appendix D checklist. The site administrator will meet with the teacher by May 15th to review the completed evaluation.

7.1.5 In the event that an evaluation shows scores of 1 (standard not met) or 2 (working toward standard) the teacher will be re-evaluated the following year and the administrator's narrative in the final summative evaluation shall be specific in describing positive action to correct any cited deficiencies.
The report shall include, but shall not be limited to, recommendations for improvement, and direct assistance for implementing such recommendations shall be offered. Such assistance may include continuing observations and conferences or release time for the employee to visit and observe other
classrooms, schools, and workshops. The report shall be completed by the site administrator and given to the teacher at a conference with the site administrator, during which time they shall discuss and sign the report. The teacher's signature indicates receiving and reading the report and does not necessarily signify agreement. The report will then be submitted to the District Office for placement in the employee's personnel file.

7.2 Tenured employees with more than 5 years working for the district and three consecutive evaluations with "standard met" rating will be moved to the Continuous Improvement Program evaluation system. The Continuous Improvement Team will consist of all teachers scheduled to be evaluated that year.

7.2.1 Tenured employees referred to the Continuous Improvement Program evaluation system will participate every 5 years.

7.2.2 The district will schedule 4 Wednesdays throughout the year for the Continuous Improvement Program to meet and 1.) Establish evaluation objectives for members, 2.) Identify activities related to attainment of objectives, and 3.) Delineate evidence of progress, 4.) Determine review dates and timelines

7.2.3 The final meeting will include a teacher reflection and assessment of efforts and team member comments as shown by completion of the Evaluation Summary Document (see Appendix X). The Evaluation Summary Document will be submitted to the site administrator.

7.2.4 The teacher will meet with the site administrator prior to May 15th to review the Evaluation Summary Document completed by the Continuous Improvement Program. The site administrator will determine if the teacher should continue with the Continuous Improvement Program Process or require an administrator evaluation the following year.

7.2.5 If a teacher receives an unsatisfactory or they do not complete the evaluation, they will participate in an administrative evaluation the following year.

7.3 Complaints about certificated employees which are withdrawn, shown to be false, or are not sustained by the grievance procedure per article 9, shall not be utilized in any evaluation.

7.4 Results of instructional program (such as RtI, Bridges Math, etc.) evaluations shall not be used to evaluate a teacher unless mutually agreed upon by the teacher and the evaluator.

7.5 The contract grievance procedure may be utilized for processing any disputes which arise over evaluation procedures.

7.6 The employee shall have the right to initiate a written reaction or response to the evaluation, and the administrator's final summative review shall include space for this. Such response shall become a permanent attachment to the employee's personnel file.

ARTICLE 8 – ASSIGNMENTS AND TRANSFERS

8.1 Definitions

8.1.1 An assignment shall be defined as the specific site, grade and classes within a subject area.

8.1.2 A transfer shall be defined as a change in a teacher's previous site, grade, course or subject area to a new site, grade, course or subject area within the district.

8.2 Notification of Assignment

8.2.1 A list of vacancies and/or new positions shall be posted in each school for at least five days as they occur. The notice shall contain a closing date for submitting a request for transfer. The notice shall specify site, grade and classes within a subject area. No transfer to fill the vacancy shall be made until after the closing date of the notice.

8.2.2 Each certificated employee shall be given a written notice of their teaching assignment no later than August 1. The notice shall specify the specific site, grade, and classes within a subject area.

8.2.3 If a change in the number of pupils, elimination of program(s), and/or funding reductions or resignation of staff makes a reassignment from one site to another site necessary after August 1, then the transfer sections of the contract shall be applied.

8.2.4 - When teachers have three or more course changes taught, they shall receive up to two days compensatory time.

8.3 Voluntary Transfer

8.3.1 A teacher may submit a formal request for transfer at any time. The transfer would be for the following year or as a vacancy occurs. The District will make the final decision to grant or not grant the transfer request. Seniority, credentials and a teacher's past District performance will be considered.

8.3.2 If a transfer is denied, the teacher, upon request, will be given a rationale for the denial. The teacher who is denied a transfer and/or their representative may request and will be granted a meeting with the superintendent and site administrator to discuss the issue.

8.4 Involuntary Transfer

8.4.1 Notice of involuntary transfer shall be given to teachers at least two weeks in advance of the beginning date of the assignment. The District will consider seniority, credentials, and the teacher's past District performance in determining involuntary transfers.

8.4.2 Involuntary transfer shall take place only after a meeting between the teacher, their representative and their immediate administrator. At that meeting the teacher shall be notified of the reason for the transfer and the employee may request that reason in writing.

8.4.3 The teacher to be involuntarily transferred and/or their representative shall be granted a meeting with the site administrator and superintendent to discuss the reasons for the transfer.

8.4.4 If a teacher is involuntarily transferred by the district from one site to another after August 1st , the District will compensate the teacher for the additional mileage caused by the transfer for a maximum of one year at the maximum rate allowable by the IRS**.**

8.5 In-Year Transfers

8.5.1 If a teacher is transferred after August 1, they shall be given 5 days of non-teaching duties to prepare curriculum for their new position. The manner in which the days shall be taken shall be agreed upon between the teacher and the site administrator. Said days must be used by the end of the transfer school year and may not be converted to comp days.

8.5.2 Partial in-year transfers shall be pro-rated as follows: each .2 FTE equals 1 comp day.

ARTICLE 9 – COMPLAINTS CONCERNING EMPLOYEES

9.1 Procedure

9.1.1 In order to encourage the most direct communication possible, a parent or guardian of a pupil, or any person who is not a teacher, as defined in article 2.2, who makes a complaint to the District concerning an employee either verbally or in writing, shall be encouraged to meet privately with that employee at a time agreeable to both the complainant and employee. The site administrator will make this complaint known to the employee within one working day, and the name of complainant shall be known to the employee. If a meeting between the employee and the complainant is not feasible, the administrator who supervises the employee will investigate the complaint promptly and thoroughly by investigating separately with both the employee and the complainant. If the complaint was verbal, the complainant will put the complaint in writing. At least one working day before any follow-up meeting is scheduled, the results of this investigation shall be shared with the employee.

9.1.2 If the complaint is not resolved at the site administrator level, the complainant or the employee may go to the District Superintendent and repeat the procedure.

9.1.3 Any Board member or District staff member receiving a complaint will refer the complainant directly to the appropriate site administrator.

9.1.4 If the site administrator and/or the Superintendent supports the complaint and the employee believes the complaint is false, a grievance may be initiated to determine the validity of such complaint.

9.2 Notice to Employee

9.2.1 Unless the charge is of a criminal nature the employee shall be informed by the responsible administrator within **one working day**. The employee shall be given a copy of the complaint prepared pursuant to Section 9.1.2 within one working day of its submittal.

9.2.2 If the nature of the charge is of a criminal nature which suggests that there should be some preliminary investigation before informing the employee, such investigation shall be done as quickly as possible.

9.2.3 If the nature of the charges are such that they warrant referral to an outside agency for investigation and consideration of criminal action, then any of the foregoing steps shall be waived or deferred upon request of the agency investigating for criminal prosecution.

9.3 Representation

9.3.1 At any conference in this process conducted by the employing agency, the employee, upon request, is entitled to be represented by someone of his/her choosing.

9.4 Personnel File

9.4.1 If the foregoing steps do not effect a resolution of the complaint, then the writing developed through Section 9.1.2 shall be placed in the employee's personnel file after the employee has been given an opportunity to prepare and have attached a written rebuttal.

9.5 False or Withdrawn Complaints

9.5.1 Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the employee's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the employee.

ARTICLE 10 – WORKING CONDITIONS

10.1 Safety

10.1.1 It is the responsibility of all District employees, including unit members and administrators, to be alert in observing conditions which they feel are unsafe, to make corrections within the scope of their authority, and to report un-remedied conditions in writing to their immediate supervisor. The Administration shall take reasonable steps necessary to correct such conditions in a timely manner and inform the affected teacher(s) of the unsafe condition and proposed remedy.

10.1.2 The Superintendent and/or designee shall maintain healthful and safe conditions in all classrooms. It is the Superintendent's and or designee's responsibility to determine what is an unsafe condition.

10.2 Preparation Area

The District will provide, to the best degree possible, teacher preparation and rest areas.

10.3 Classroom Instructional Assistants

10.3.1 Whenever possible teachers shall be consulted and may make recommendations regarding the assignment of classroom Instructional Assistants.

10.3.2 Teachers will assume a major role in the evaluation of Instructional Assistants and will make written evaluation summaries of the IA's performance to the building administrator.

10.3.3 In the event there is a serious problem in continuing the Instructional Assistant/teacher combination, an effort will be made to reassign the Instructional Assistant for the following year.

10.4 Student Teachers

10.4.1 Student teachers will not be assigned without the approval of the Principal and the intended supervising teachers.

10.4.2 Any compensation which the District receives for assigning the student teacher shall be paid to the supervising teacher.

10.5 Staff Handbooks

Staff Handbooks will be in agreement with the contract.

10.6 Class Size Recommendations

10.6.1 In the event that student enrollment in a class exceeds the following numbers, a committee consisting of the site administrator and three teachers shall review the classroom situation to make one or more of the following recommendations:

10.6.1.1 Recommend the hiring of an aide.

10.6.1.2 Recommend the hiring of a new teacher.

10.6.1.3 Recommend expenditures for classroom supplies above the lump sum amount.

10.6.1.4 Recommend paying affected classroom teacher(s) a stipend of $400 at the end of the school year for each student over the class size. This stipend shall be prorated over the five-period day for teachers, grades 6-12, and also shall be prorated according to the number of days of the year the class size is exceeded.

For example, a 6-12 teacher would receive $80 if he/she had 29 students enrolled in a class over the course of the entire year; the amount would be $40 if the student were enrolled for

only one semester. A teacher would receive $160 if he/she had 29 students enrolled in two classes over the course of the entire year.

10.6.1.5 Recommend an adjustment in adjunct duty for the affected teacher(s).

10.6.2 The committee's recommendation shall be presented to the Superintendent for consideration.

Class Size Numbers that Trigger 10.6.1.1-10.6.1.5 above.
(These numbers are not a limit for class size enrollment.)

K-8	9-12	Other
TK 12 students K - 3 22 students 4 – 5 26 students 6 – 8 26 students in ELA, Social Studies, Math and Science	28 students for English, Social Studies, Math, Science, Language	Independent Study: 25 students Mutually agreed upon by the teacher and administration up to 30 students

10.7 Visitors and Volunteer Aides

10.7 Visitors and Volunteer Aides in Classrooms. Refer to Board Policy 1200, and Administrative Regulation 1200.

10.8 Compensation for Moving Time

10.8.1 If a teacher moves sites they shall receive 2 comp days, if a teacher moves rooms within the same site they shall receive 1 comp day.

10.8.2 The site administrator and teacher shall mutually agree upon the manner in which the days shall be taken. The teacher shall submit records of time to the site administrator.

10.9 Multiple Room Assignments

If multiple room assignments are unavoidable within a site, then the administrator shall attempt to rotate these assignments equitably from year to year within the constraints of schedule and program needs, and specialized room use (science, art, music, woodshop).

10.10 Decision-Making for School Site Funds

10.10.1 It is the intent of the School District that the teaching staff be significantly involved in the decision-making process for expenditure of all site funds.

10.10.2 The teaching staff in collaboration with the principal at each site, shall adopt a budget for use of those monies by the end of the first thirty days of school.

10.10.3 Any revisions to the budget are to be voted on by that site's teachers.

10.10.4 The teaching staff at each site will be given a detailed report of all actual expenditures credited to the site budget in January and June of each year.

10.11 Specialized Health Care Procedures

10.11.1 Only people who are trained will provide and conduct necessary specialized health care procedures, including, but not limited to, catheterization, injections, ileostomies, gastrostomies, tracheotomy, suction, oxygen administration, gavage feeding, and draining.

10.11.2 Unit members shall not be responsible for performing the above special procedures.

10.11.3 The District is to defend and indemnify all unit members in accordance with Government Code Sections 825 and 995. Those provisions require all public agencies in California to provide for the defense and indemnification of all public employees who are sued over acts or omissions that occur within the course and scope of employment.

10.12 District Mandated Trainings

10.12.1. Members will be required to complete all district mandated trainings by October 1st. The training time may be used as adjunct duty. If the trainings are not fully completed by October 1st, adjunct duty may not be used and members will be required to complete the trainings on campus during the work day on a date chosen by the site administrator; district will provide substitute. The list of mandatory trainings shall be communicated to staff in writing no later than July 15th.

ARTICLE 11 – ASSOCIATION/DISTRICT RIGHTS

11.1 The Association shall have access at reasonable times to areas where employees work, to bulletin boards, and to teacher mailboxes.

11.2 The Association shall have the use of institutional facilities and equipment, at reasonable times for the purpose of conducting Association meetings or business. The Association shall reimburse the District for reasonable costs, if incurred.

11.3 A total of ten days leave shall be granted to the Association per school year to be used by its representatives, said days to be utilized for local, state, or national conferences or for conducting other business pertinent to Association affairs.

11.3.1. The Association shall reimburse the District at the substitute's daily rate of pay for each day utilized under this provision. This provision does not apply to collective bargaining agreement negotiations.

11.4 The District will pay for substitutes for the MTA Negotiation Team in preparation for and during collective bargaining agreement negotiations.

11.5 A copy of the District Directory shall be provided to the Association when it is available.

11.6 Management Rights. It is understood and agreed that the powers and responsibilities to direct, manage, and control the operations and affairs of the District, are reserved exclusively to the District and the Board, except as they are limited by this Agreement in the manner and to the extent authorized by law.

11.7 Within 30 days of hire, MUSD will provide the MTA with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with MUSD, and home address of newly hired employees. In addition, MUSD will provide the MTA with at least 10 days advance notice of the orientation meeting for the new employee. MUSD will also provide the MTA with a list of contact information for all employees by October 1 of the new school year.

ARTICLE 12 – HEALTH AND WELFARE BENEFITS

12.1 Eligibility

Certificated employees, as recognized in Article 2, Section 1, are eligible to join dental, medical, and life insurance plans within sixty days of employment if they are employed on a regular contract.

12.1.1 Benefits related to part time employees are defined in Article 15.5

12.2 Medical Benefit Cap

12.2.1 The District shall contribute up to an annual maximum total contribution of $8,477.60 for each full-time eligible unit member toward District medical benefit insurance. Any cost in excess of the above annual maximum contribution shall be paid by the unit member through payroll deduction. The "cap" on the District contribution toward medical benefit premiums for retirees is $5,200 annually without a dependent; $8,320.00 annually with a dependent.

12.2.2 A Section 125 plan (flexible spending) will be made available to employees by the District.

12.3 The Medical Plan

12.3.1 The medical insurance policy will be implemented based upon specifications set forth in the insurance provider's summary of benefits booklet. The plan will operate as set forth by the provider.

12.3.2 The medical insurance provider will not be changed except by agreement of both parties.

12.3.3 Two district employees who are domestic partners and/or married, after providing necessary documentation, will be charged as determined by the medical insurance provider.

12.3.4 If an employee's medical plan costs less than the capped medical benefit, the difference will be given to the employee, except in the case of employees who are domestic partners or married who receive a reduction in expense due to the medical provider's guidelines.

12.3.5 In the case the district offers an opt out plan, the difference between the district contribution and the cost of the opt out plan will be given to the employee, except in the case of employees who are domestic partners or married who elect to receive a reduction in expense due to the medical provider's guidelines.

12.4 Life Insurance Plan

The Board agrees to a continuation of the life insurance plan as it is presently constituted.

12.5 Dental Plan

12.5.1 The Board agrees to a continuation of dental benefits based upon the specifications set forth in the current agreement with the provider. Such specifications will be utilized to establish a self-funding plan. The Board will establish a Dental Plan Fund separate from the Health Plan.

12.5.2 Dental bills or receipts will be submitted to the provider.

12.5.3 Participants who are currently enrolled in the plan will remain at their current percentage of coverage of dental bills up to a maximum of $1,000 per year per family member based upon the specifications set forth above.

12.5.4 Participants who enroll in the plan(s) after the date of contract ratification will receive percentage coverage according to the below-listed schedule:

1st year	70%;
2nd year	80%;
3rd year	90%;
4th year	100%

12.5.5 Upon reaching the age of three years, children of current employees will be enrolled for the first time at the rate of the employee.

12.5.6 An annual service by a licensed dental provider is required of all participants in the program. Failure of an employee to complete an annual examination within the fiscal year indicated shall lower the coverage by ten percentage points for up to three consecutive years. An employee may "earn back" lost coverage at the rate of ten percent per year by completing an annual service by a licensed dental provider. Children under the age of three shall be exempt from this requirement.

12.5.7 No "side fund" will be established for dental plan payments.

12.5.8 If, for any reason, the self-funding plan is discontinued, the District will guarantee each employee the same level of coverage they had at the time of discontinuance of the plan.

12.5.9 Employees hired after January 1 will be subject to a $500 limitation for the remainder of the year.

12.6 Coverage After Termination

For the duration of the Agreement, should an employee's employment terminate (for any reason), they shall be entitled to continue the coverage under the available health, and dental plans for a period not to exceed eighteen months. Such employee shall pay the premium for the continued coverage on a month-to-month basis for this eighteen month period.

12.7 Coverage After Resignation

The District will pay the July and August premiums for the health, dental, vision, and life insurance plans for a certificated employee who submits a letter of resignation to the District by May 15 effective June 30 of that school year**.**

12.8 Retiree Benefits

Retired District employees may continue membership in any of the District's group medical and related benefit plans at the retiree's expense unless provided for as part of a retirement benefit. Payments shall be made to the District monthly, quarterly, or yearly. All requests for continued coverage shall be submitted in writing thirty days prior to the end of the fiscal year.

12.9 District Health/Dental Committee

Problems that arise from any of these insurance plans will be submitted to the District Health/ Dental Committee. The District Health/Dental Committee, plus a representative from MTA, will study possible improvement to the District's vision plan, and options for supplemental health insurance.

ARTICLE 13 – COMPENSATION

See specific language regarding salary schedule in Appendix C

13.1 Advancement on the Salary Schedule

13.1.1 Initial Hire

13.1.1.1 The Superintendent or designee and an MTA representative will initially place a new hire on the salary schedule for previous teaching experience up to nine years.

13.1.1.2 Teachers shall be placed on the appropriate column of the salary schedule in accordance with the degrees and advanced preparation they have completed with Superintendent or designee and an MTA representative present.

13.1.1.2.1 Column 1 is interpreted to mean a BA plus a credential (credential units over 30 will be counted toward advancement) or a CTE credential. Each column move beyond column 1 will require an additional 15 approved semester units.

13.1.1.2.2: The "0" column pertains to those employees who have a BA but do not have a full credential at the time of employment (i.e. those with a staff permit, internship, etc.). Column 0 also includes uncredentialed CTE teachers prior to completion of their credential.

13.1.1.2.3: CTE employees with credential will be initially placed in column 1.

13.1.1.3 Teaching experience for salary schedule placement purposes shall only include experience in positions requiring teacher certification.

13.1.1.4 Post credential courses will be considered for Column advancement at initial placement. Courses taken prior to credential will not be considered with the exception of those from a Master's Degree program.

13.1.1.4.1 Units earned through a Master's Degree program earned before completion of a credential which is related to a member's teaching assignment (as determined by the Professional Development Committee) will be used toward column advancement at initial hire.

13.1.1.4.2 When a Master's Degree is earned concurrently with a credential, units earned for both the Master's Degree and the credential will be used toward column advancement at initial hire.

13.1.2 Step Advancement

13.1.2.1 Advancement on the salary schedule for all permanent employees shall be at the rate of one step for each year of teaching experience, regardless of assignment (i.e. full time, part time all year or part time half year).

13.1.2.2 Temporary or Probationary teachers who work 75% of the contracted days (138 days of a 185 day school year) shall advance one step for each year of teaching experience

13.1.2.3 Temporary or Probationary teachers in their first year who work less than 75% of the contracted days (138 days of a 185 day school year) shall not advance a step the following year, but thereafter will continue to move a step every year as all other employees regardless of assignment.

13.1.2.4 An employee returning from sabbatical leave will progress on the salary schedule as if they remained in active service.

13.1.2.5 An employee receiving a full year's uncompensated leave of absence will not progress on the salary schedule as if they had remained in active service.

13.1.3 Column Advancement

13.1.3.1 Reassignment to a higher classification or achievement of an advance degree shall become effective during the subsequent school year if written notification of this intention is submitted to the District Administration no later than May 1st of the preceding school year. For newly hired teachers, notification of intent to move over the following year must be given no later than two weeks from the date of notification of initial placement.

13.1.3.2 If notification is given after the deadline date the reassignment to a higher classification will be effective in the following year.

13.1.3.3 Once written evidence is submitted that a new classification requirement has been met, the teacher will advance on the salary schedule. It will be prorated to the date the evidence of completion is submitted and payment will begin the next payroll period.

13.2 Compensation for Advanced Degrees

13.2.1 Teachers who have completed graduate studies leading to an advanced degree shall receive additional compensation for a Master's Degree, Master's Degree equivalent, and a Doctorate Degree, as specified on the Salary Schedule.

13.2.2 The applicant's Master's, Master's Degree equivalent, or Doctorate Degree(s) must be related to their teaching assignment. The determination of this shall be submitted to, and evaluation and recommendation shall be completed by the Professional Development Committee.

13.2.3 Additional graduate degree requests and equivalent to a Masters, may be submitted to the Professional Development Committee for evaluation and recommendation to the Board for final approval (use appendix F).

13.2.4 The advanced degree stipends are $2500 for a Master's Degree or equivalent, and $2600 for Ph. D.

13.2.5 Once written evidence is provided in the form of an official document that a teacher has achieved a Master's Degree, Master's Degree equivalent, or Ph. D., the teacher will receive the full stipend. The full stipend will be given as long as the evidence of completion is submitted by May 31st of the current school year.

13.3 Compensation for Work Done Beyond the Workday and/or School Year

13.3.1 Teachers who are requested to perform duties exclusive of adjunct duties beyond the workday and/or the school year shall be paid at a rate of $48 per hour.

13.3.2 The number of hours allotted to an assignment shall be established in advance of the assignment.

13.3.3 Whenever possible, such assignment shall be made on an equitable basis.

13.3.4 A maximum of eight hours per day shall be paid.

Conference Compensation Table

	Independent (no district involvement) A	Employee Request B	District Request C
District Pay 1	No District pay	District pays for attendance and compensates for agreed upon travel, lodging, food, and substitute. No pay for extra hours (per 13.3.4)	District pays for attendance and compensates for agreed upon travel, lodging, food, substitute, and non-contract hours (per 13.3.4)
Units *2*	Credit considered if all costs of attendance fees and substitute paid by employee.	Credit considered if costs of conference fees, units, are paid by the employee.	Credit considered if costs of units are paid by the employee.

13.4 Separate Class of Certificated Employee

13.4.1 The following certificated classes have a separate salary schedule, different duties and a longer work year.

13.4.1.1 Head Teachers in charge of the High School, Mendocino K8 School, Albion School, Comptche School, or Elk School: 190 days

13.4.1.2 Head Teacher in charge of Mendocino Community High School: 200 days

13.4.1.4 High School Counselor: 200 days

13.4.1.5 Technology Integration Teacher 190 days

13.4.2 As needed, the principal shall recommend to the Superintendent an individual to serve as head teacher.

13.5 Special Assignment Schedule

13.5.1 The Special Assignment Salary Schedule is presented in Appendix A

13.5.2 If a program at any level is not being offered to students, no one will be paid for that assignment.

13.5.3 The superintendent and site administrators will select the stipend positions to be offered for the following year. They will be advertised via email.

13.5.4 Additional stipends may be added mid-year at the superintendent's or site administrator's discretion.

13.6 Payroll Period

The payroll period shall be defined as monthly, and teachers will be paid on the last day of each month for eleven months. When the last day of the month falls on a Saturday or Sunday, payment

will be made on the last Friday of the month. When the last day of the month falls on a Holiday, payment will be made on the previous business day.

13.7 Payments for Services in Addition to a Regular Assignment

Salary payments for services in addition to the teacher's regular assignment shall be made according to the supplementary payroll schedule and reported to STRS as supplemental income as appropriate.

13.8 Automobile Expense Reimbursement

Teachers requested to use their automobiles in the performance of their duties shall be reimbursed at the maximum rate allowable by the IRS.

13.9 Dual Enrollment Stipend

13.9.1 The Dual-Enrollment Stipend will only be available when there is an MOU or contract with Mendocino College to offer Dual-Enrollment courses to be taught by MUSD certificated employees.
13.9.2 The Superintendent and site administrators will determine the teacher assignment appropriate for the Dual-Enrollment Course offerings in a particular year.
13.9.3 The teacher assigned to the Dual-Enrollment Course will receive a stipend equal to the per unit cost reimbursement determined by the MOU or contract with Mendocino College.

ARTICLE 14 – RETIREMENT/EARLY RETIREMENT

14.1 General Provisions

14.1.1 On or before **January 1**, the Superintendent shall notify all certificated employees of the information within this provision.

14.1.2 Any certificated person who plans to retire at the close of the school year shall endeavor to notify the Superintendent on or before **February 15** of that year.

14.1.3 The agreement between the Board and the participating teacher shall be consummated on or before **May 30.** The teacher may be accompanied by an Association representative in any meeting they attends with the Board pursuant to this Article.

14.1.4 The District may in any year offer a retirement incentive program to the certificated staff.

14.1.5 The District will consider other STRS retiree programs presented by an employee as a retirement option.

14.2 Retirement

14.2.1 If the member is at least 55 year of age and has been an employee of the District for a period of at least five (5) year immediately prior to retirement, they may choose one of the following retirement programs (Program A or B).

14.2.2 Upon Mutual agreement, the following retirement options may be adjusted to individual needs as long as the economic impact to the District of an alternate option is no greater than any of the following individual options.

14.2.2.1 Retirement Program A: Medical Benefits for Retiree and Spouse, or Domestic Partner.

14.2.2.1.1 The District shall provide retirees and their spouse, or domestic partner, and eligible dependents or as defined by the insurance provider with all of the health and welfare benefit plans provided to unit members until the retiree is 65. If Medicare eligibility is moved to 67, the District will pay the health benefits until the retiree is 67. The eligible dependent coverage rate shall be capped at the rate in effect on the first year of retirement.

And/Or:

14.2.2.1.2 Supplemental Income Retirement Plan: At age 65 or 67, the District will pay $100 per month toward a medical supplement for Medicare for five years for the retiree only. If the retiree dies before the end of five years, the benefit will stop. A retiree must submit proof of having a supplemental plan for the fiscal year. Upon proof of coverage, the District will issue one check for $100 for each month that the retiree was covered during the fiscal year.

14.2.2.1.3 They were a full-time certificated employee of the District for the five years immediately preceding their resignation and retirement.

14.2.2.1.4 They are at least fifty-five years of age or has completed thirty years of service and is fifty years of age or more.

14.2.2.1.5 The District shall pay to the retiree up to the maximum annual salary allowed by STRS.

14.2.2.1.6 The term of any agreement for special services and advice under this procedure may not exceed five years.

14.2.2.2 Retirement Program B: The Board may contract with retired certificated employees, within their first 180 days of retirement, to provide services to the District. Any person retained to furnish such services, hereinafter called "retiree," shall meet the following requirements:

14.2.2.2.1 The retiree has reached normal retirement age (60 for CalSTRS 2% at 60 members, 62 for CalSTRS 2% at 62 members).

And/or:

14.2.2.2.2 The retiree's appointment is necessary to fill a critically needed position.

14.2.2.2.3 The Board must approve the appointment by resolution at a public meeting.

14.2.2.2.4 The retiree did not receive any financial inducement to retire.

14.2.2.2.5 The retiree's termination of service was not the cause of the need to acquire their services.

14.2.2.2.6 The District shall pay to the retiree up to the maximum annual salary allowed by STRS.

14.2.2.2.7 The term of any agreement for special services and advice under this procedure may not exceed five years.

14.2.3 All certificated retirees who have been employed by MUSD for the last 5 years prior to retiring will be provided the same MCN services as an active employee as long as MCN is owned by the District.

ARTICLE 15 PART-TIME EMPLOYMENT

15.1 Definitions

15.1.1 Part-time employee refers to an employee who works less than full-time and who is paid a decimal fraction of a full-time employee's salary.
15.1.2 Part-time and shared-time employees may only be hired on .05 (1/20) increments.
15.1.3 Shared-time employees are part-time employees who share the full responsibility for one identifiable, full-time position. This normally requires ongoing shared planning for classroom activities.
15.1.4 "Teaching period" is defined as approximately forty-five (45) or fifty (50) minutes of student contact time for 180 days per school year.
15.1.5 Salary schedule advancement is delineated in Article 13.1.2

15.2 Hours of Employment

15.2.1 Regular, part-time teacher duty hours shall be determined by the site supervisor, using the time allocation set forth in (1) through (3), below. Part-time teachers' assignments will be proportional to the percentage of time they are employed.
15.2.1.1 Part-time teachers will work a total number of minutes proportional to their teaching assignment.
15.2.1.2 Part-time teachers shall receive preparation and planning time proportional to their teaching assignment. A teacher with a non-instructional assignment will not receive a preparation time for that proportion of their assignment.
15.2.1.3 Part-time teachers shall have student contact (teaching) time proportionate to the number of minutes or periods taught at grades K-5, or the number of periods taught in grades 6-12. Part-time teachers who do not work every day will have total hours of work and total student contact (teaching) time averaged on a weekly basis.
15.2.1.4 Part-time teachers shall have lunch and breaks in accordance to CA labor law
15.2.2 Non-consecutive working hour assignments must be mutually agreeable to the part-time employee and their immediate administrator.

15.3 Adjunct Duties

15.3.1 Adjunct duties, with the exception of "Required" duties listed in Columns 3 and 4 (as defined by 3.6.4.2), will be carried out on a basis proportionate to the regular time worked. The decision as to type and time of these activities will be made by the employee's site administrator after consultation with the part-time employee.
15.3.1.1. The site administrator will meet with the part-time employees at the beginning of each year to clarify the expectations of adjunct duties.
15.3.1.2 Staff meetings are required of part-time employees.
15.3.1.2.1 When staff meetings are non-consecutive to a part-time employee's schedule, they will be mutually agreed upon and comp time will be given for their time.
15.3.1.2.2 When staff meetings are consecutive to a part-time employee's schedule and not part of the work day, they will attend proportional to their FTE. Comp time will be given until the end of the full-time work day. Time after the end of the work day will be considered an adjunct duty.
15.3.1.2.3 When staff meetings are a part of an employee's work day, they will attend all staff meetings and no comp time will be offered.

15.3.2 Shared-time employees, between or among them, will carry out the same adjunct duties that their full-time position requires.

15.4 Benefits

15.4.1 Part-time employees who are employed at least half-time will be eligible to receive benefits on a pro rata basis. If the cost of the benefit exceeds the proportionate share, the employee shall reimburse any remaining difference.

15.4.2 Those employees employed for 75% or higher will be treated as full time employees with respect to fringe benefits.

15.5 Shared Time Assignments

15.5.1 Permanent or probationary employees who wish to initiate shared-time assignments will present their proposal to the appropriate site administrator by **February 15** for the following school year. The proposal should include:

15.5.1.1 a description of how the time is to be shared;

15.5.1.2 a description of how the curriculum is to be shared; and

15.5.1.3 a statement of how the team will be effective for the students and teachers involved.

15.5.2 Action on shared-time proposals shall take place on or before **April 15**. The employee shall have the opportunity to support their request before the decision-making body or person.

15.5.3 Part-time leaves may be granted for one year to employees who wish to participate in shared-time employment. In order to continue the shared-time employment beyond the one-year period, the District may require the employee to resign the leave portion of his/her assignment.

15.5.4 If one member of a shared-time assignment resigns, goes on leave, returns to full-time employment, or is terminated, the remaining employee(s) and the site administrator will attempt to find another teacher to share the assignment.

15.5.4.1 The person selected to fill the assignment must be agreeable to the remaining employee(s) and the District.

15.5.4.2 If no acceptable person can be found, the District has the option of requiring the remaining member to work full-time.

ARTICLE 16 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

16.1 Any certificated employee who is a member of the Mendocino Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association.

16.1.1 The Association will produce a list of new members who have authorized deduction of unified membership dues, initiation fees, and general assessments within 10 days of receiving the signed assignment of authorization.

16.2 Pursuant to notice of such authorization by the Association, the District shall deduct one eleventh (1/11th) of such dues from the regular salary check of the unit member each month for eleven months.

16.3 Deductions for unit members shall be proportionate to the percentage of contract employment.

16.4 Deductions for members who sign such authorization after the commencement of the school year shall be appropriately prorated.

16.5 Upon appropriate written authorization from the certificated employee, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the District.

16.6 All requests for information regarding union membership shall be deferred to the Association.

16.7 With respect to all sums deducted by the District pursuant to sections above, for membership dues, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for who such deductions have been made, and indicating any changes in personnel from the list previously furnished.

16.8 The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

16.9 The Association agrees to pay to the District reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

17.1 Professional Development Committee

17.1.1 A District certificated Professional Development Committee will be organized.

17.1.1.1 The committee will be comprised of members including: a representative from K-5, 6-8, 9-12, a representative of MTA; and two administrators.

17.1.1.2 The committee will be organized to fulfill the following:

17.1.2.1 To make recommendations to the Superintendent relating to the allocation of District funds designated for professional development and the content of professional development (examples of professional development funds, professional development block grant, Title I and EETT grant funds that are designated for professional development)

17.1.2.2 To review requests for Class II credit (course work, District credit or projects) towards advancement on the Salary Schedule (see Board Exhibit 4131);

17.1.2.3 To grant approval of Class II course work for advancement on the Salary Schedule;

17.1.2.4 To evaluate coursework and Master's coursework as it relates to assignment as needed for initial placement

17.1.2.5 To evaluate additional graduate degree requests equivalent to a Master's (Refer to 13.2)

17.1.2.6 The Committee will take responsibility for recommending to the Board, criteria for granting sabbatical and partial-sabbatical leaves.

17.1.2.6.1 The Committee will review and recommend applicants for sabbatical and partial-sabbatical leaves, as outlined in Article 4, Sabbatical Leave section.

17.1.2.7 Professional Development information will be disseminated at staff meetings by site representatives on the Committee.

17.2 Salary Schedule Credit for Professional Development for Class II Units

17.2.1 No class II credit will be given on the salary schedule for workshops or courses held during any of the 185 teacher contract days.

17.2.1.1. If the District pays for an employee's units for a workshop or course, no credit on the salary schedule will be given.

Conference Compensation Table

	Independent (no district involvement) A	Employee Request B	District Request C
District Pay 1	No District pay	District pays for attendance and compensates for agreed upon travel, lodging, food, and substitute. No pay for extra hours (per 13.3.4)	District pays for attendance and compensates for agreed upon travel, lodging, food, substitute, and non-contract hours (per 13.3.4)
Units 2	Credit considered if all costs of attendance fees and substitute paid by employee.	Credit considered if costs of conference fees and units are paid by the employee.	Credit considered if costs of units are paid by the employee.

17.2.1.2 The unit member shall submit a request to the Professional Development Committee for approval of course credit.

17.2.1.3 In section 2A credit for units will be considered if the employee uses compensation time or pays for a substitute out-of-pocket. Personal necessity leave may not be used.

17.3 Professional Development Requests

17.3.1 In conjunction with the Board's stated philosophy which encourages certificated staff to maintain professional growth, all certificated staff at all sites will be encouraged to attend professional growth activities related to their current teaching assignments.

17.3.2 A unit member must receive approval from their site administrator before attending professional growth activities during the workday. Administrator will respond in writing within 5 days or the request is automatically granted. This administrative approval does not constitute approval for professional growth units.

17.3.3 Unit members shall use the appropriate District form to request professional growth activities.

ARTICLE 18– PART-TIME EMPLOYMENT WITH FULL-TIME RETIREMENT CREDIT

18.1 Part-time Employment with Full-time Retirement Credit

18.1.1 In any year, the District may or may not offer part-time employment with full-time credit. If it does make this offer, it will do so on or **before November 15th,** with the application due by **February 1st.** Following are the guidelines and rules for the program:

18.1.1.2 Employees who are members of STRS may be granted permission by the Board to reduce their workload from full-time to a minimum of half-time, and maintain full-time status for retirement purposes if they meet the following requirements:

18.1.2 The employee must have reached the age of fifty-five prior to the reduction in workload.

18.1.3 The employee shall have been employed full-time to perform creditable service for a minimum of ten years including five years in the District immediately preceding the reduction in workload.

18.1.4 The employee must meet the qualifications as set forth by STRS.

18.2 Definition

18.2.1 The reduced workload shall be equal to or greater than one-half of the full-time equivalent required by the employee's contract of employment during their final year of full-time employment. The days of service may be satisfied by working half-time, or any part greater than half-time, for a full year.

18.3 Participation

18.3.1 Participation in this program does not preclude an employee from participating in the District's retirement program.

18.3.2 The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

18.4 Salary

18.4.1 Salary: The employee shall be paid a salary which is the pro rata share of the salary ~~s/he~~ they would be earning had they not elected to exercise the option of part-time employment.

18.5 Benefits

18.5.1 Pursuant to Education Code Section 44922, the participating employee shall receive health benefits and retirement credit with STRS in the same manner as a full time employee. Such participating employee's entitlement to leaves and other benefits (except for those paid for by the employee) shall be pro-rated commensurate with their part-time status.

18.6 Retirement

18.6.1 Retirement: Participating employees and the District shall contribute to STRS as if the employee were full-time.

18.7 Requirements

18.7.1 The period of part-time shall include time up to 5 years for employees affected by Government Code 20815 and 10 years for employees affected by Education Code 22724.

18.7.2 It shall be the District responsibility to determine assignments relative to this article (18) and within the parameters of Article 8 Transfers.

18.7.3 The request for reduced workload under this article will be made using the District Reduced Workload Request Form.

ARTICLE 19 – COMPLETION OF NEGOTIATIONS

19.1 The Association agrees that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment, and during the term of the Agreement neither the Board nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

19.2 The District and the Association agree that it is to their mutual benefit to encourage resolution of differences through the meet and negotiate process.

19.3 If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

19.4 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

19.5 The District Office shall make hard copies of the Agreement available upon request as well as a copy at each site. It will also provide the contract on the Mendocino Unified School District web site within thirty (30) days of final agreement of the final wording in the contract. Side letters and addendums shall be incorporated on a yearly basis and a yearly edited edition will be provided. Copying and paper costs will be shared equally by the District and the Association.

Appendix A – Athletic Stipends and Special Assignment Salary Schedules
Special Assignments

Tier	Tier IV	Tier III	Tier II	Tier I
Proposed Stipend	$ 3,000	$1800	$1200	$600
Proposed hours of commitment beyond contract hours	3+ hours/wk (150+ hours)	2+ hours/wk (80 – 150+ hours)	1+ hour/wk (40 - 80 hours)	45 minutes - 1 hour/wk. (Hours less than 20 hours will be paid in comp time.) *

*Administrators will advertise a list of available stipend positions at the beginning of the year on an annual basis and under which tier they will be paid. Additional stipend positions may be added during the year as needed.

** Tier I assignments may require a time log. Logs are due Monthly.

Athletics

	Tier IV	Tier III	Tier II	Tier I
Proposed Stipend	$2400	$1800	$1200	$900
Proposed hours of commitment	200+ hours	100 – 200 hours		
	Football	Cross Country	High School Assistant Coaches	Middle School Assistant Coaches
	Soccer	Baseball	MS B Team	MS C Team
	Volleyball	Golf		E-Sports
	Basketball	Softball		
		Tennis		
		MS Volleyball		
		MS Basketball		
		MS Soccer		
		Track		
		Cheerleading		
		Swimming		
		JV Coaches		

Appendix B – Conference Compensation Table

Employee Name:

Name of conference:

Dates of Conference:

	Independent (no district involvement) A	Employee Request B	District Request C
District Pay 1	No District pay Teacher initials: Admin initials:	District pays for attendance and compensates for agreed upon travel, lodging, food, and substitute. No pay for extra hours (per 13.3.4) Teacher initials: Admin initials:	District pays for attendance and compensates for agreed upon travel, lodging, food, substitute, and non-contract hours (per 13.3.4) Teacher initials: Admin initials:
Units 2	Credit considered if all costs of attendance and fees paid by employee. Teacher initials: Admin initials:	Credit considered if costs of conference fees, units, are paid by the employee. Teacher initials: Admin initials:	Credit considered if costs of units are paid by the employee. Teacher initials: Admin initials:

-Appendix C – Salary Compensation Language

Compensation language adopted by MUSD/MTA effective July 1, 2009:

An increase to the 2008-09 salary schedule of 1.3%

Compensation language adopted by MUSD/MTA effective July 1, 2010:

A 2% increase to the 2008-09 overall salary schedule with the cells configured as shown in said salary schedule plus the increase above for 2009-10

Compensation language adopted by MUSD/MTA effective July 1, 2007:

It was agreed to adopt the salary schedule referred to as option "E-2." It was also agreed that it would be useful to limit the negotiations next year to compensation, retirement, and language conflicts in the contract. The teams will decide after the fall presentation on Prep time to the Board, whether this needs to be a part of negotiations as well.

Compensation language adopted by MUSD/MTA effective July 1, 2008:

The MTA salary schedule will be increased by $41,575, the amount required to cover the increase in the Staywell premium to the employee. Each cell will be increased by $967.00. This equates to about 1.77% over all. It is agreed that this does not close negotiations for 2008-09.

Compensation language adopted by MUSD/MTA effective July 1, 2008:

The MTA salary schedule will be increased by $27,461 affecting the middle of the salary schedule and moving it towards the average of comparable districts. This increase is delineated in the attached certificated salary schedule designated as Exhibit C. This equates to about 1 % overall. It is agreed that this closes negotiations for 2008-09. This agreement is contingent upon the acceptance by the county of the disclosure form for collective bargaining**.**

Compensation language adopted by MUSD/MTA effective July 1, 2009:

$744 has been added to each cell of the salary schedule retroactively effective to July 1, 2009. On July 1, 2010 the total cost of the increase to the salary schedule is a 2% increase over the cost of the 2008-09 schedule plus the cost of the $744 added to each cell in 2009-10.

Compensation language adopted by MUSD/MTA effective July 1, 2011:

The cap for single retirees will be increased by $1,487. This will make the retiree "out of pocket" medical benefit costs for the most "popular" SISC plan the same for retirees. Currently the "out of pocket" costs for retirees without a dependent is greater than the "out of pocket" costs for retirees with dependents. The result is the medical cap for retires with a dependent is $8,320.08 and $3,713.16 for retirees with no dependents.

Compensation language adopted by MUSD/MTA effective July 1, 2011:

The District will pay the "average" increase in the cost of medical benefits for qualified employees. The increase averaged $31 per month for the nine months of October 2011 through June 2012 equaling $279 per qualified employee.

Compensation language adopted by MUSD/MTA effective July 1, 2011:

A column for BA + 0 units was added (column 0) to the salary schedule for the placement of those employees who have a BA but do not have a full credential at the time of employment. Two current certificated employees will advance across columns due to this agreement.

Compensation language adopted by MUSD/MTA effective July 1, 2012:
Independent of any trigger reductions, the District will pay the "average" 2011-12 increase in the cost of medical benefits for qualified employees starting in 2012-13. The mode of the increase was $31 per month equaling $372 per qualified employee. The cap will be increased by $372.00.

Compensation language adopted by MUSD/MTA effective July 1, 2013:
It is hereby agreed that Exhibit C (1) Mendocino Unified 2012-13 Certificated Salary Schedule approved by the Board on 2/16/12 will be replaced by the Salary Schedule named Exhibit C(2) Mendocino Unified 2013-14 Certificated Salary Schedule (attached below). Compensation language adopted by MUSD/MTA will be effective July 1, 2013:

Based on the 2012-13 certificated salary schedule, the MTA salary schedule costs will be increased by $84,232 affecting the middle of the salary schedule and moving it towards the average for comparable districts. This increase equates to 3.85% overall, based on the 2012-13 salary schedule. In addition, salary schedule C(2) reflects the elimination of steps 26-30 (years of service), as well as column 6 (BA+105).

Compensation language adopted by MUSD/MTA effective July 1, 2013:
It was agreed to add an annual stipend of $2500 for employees who hold National Board Certification.

Compensation language adopted by MUSD/MTA effective July 1, 2013:
The District will pay the "mode" of the 2012-2013 increase in the cost of medical benefits for qualified employees starting October 1, 2012. The mode of the increase was $53 per month equaling $477 per qualified employee. The cap will be increased by $636.00 to $8477.60

Compensation language adopted by MUSD/MTA effective July 1, 2014:
It is hereby agreed that Exhibit C(2) Mendocino Unified 2013-14 Certificated Salary Schedule approved by the Board on 6/20/13 will be replaced by the Salary Schedule named Exhibit C(2) Mendocino Unified 2014-15, 2015-16, 2016-17 Certificated Salary Schedules. Compensation language adopted by MUSD/MTA will be effective July 1, 2014. It is agreed that salary and benefits cannot be opened for negotiations until the fall of 2017.

Based on the 2013-14 certificated salary schedule, the total salary and statutory benefit costs will be increased by **$163,348** mainly affecting the beginning and the middle of the salary schedule. This increase equates to **5.9%** overall, based on the 2013-14 salary schedule.

In addition, based on the 2014-15 certificated salary schedule, the 2015-2016 total costs will be increased by $75,893, equating to a 2.59% overall increase. Finally, based on the 2015-16 certificated salary schedule, the 2016-2017 total costs will be increased by $57,822, equating to a 1.92% overall increase.

MTA total cost over three years			14-15	15-16	16-17	3 years
			163,353	163,353	163,353	
				75,893	75,893	
					57,822	
			163,353	239,247	297,068	699,668

Compensation language adopted by MUSD/MTA effective July 1, 2015

- It was agreed to change the language of Article 13.1.1.2. which indicates that newly hired teachers will be placed at BA plus credential, and will not receive any additional educational credits which were part of their B.A.
- As per Article 13.3.4, when the District requests an employee attend training, they will be compensated for travel, lodging, food, substitutes, and non-contract hours.
- Appendix A has been changed so that stipend amounts are increased.
- Changes were made to Class Size Numbers which trigger stipends or other benefits.

Compensation language adopted by MUSD/MTA effective July 1, 2016

- The teacher in charge compensation applies to any teacher.
- A 190 day salary schedule was added for the Technology Integration Teacher.

Compensation language adopted by MUSD/MTA effective July 1, 2018

It is hereby agreed that the attached salary schedules will replace all prior salary schedules effective July 1, 2018. The salary schedules will reflect a 1% retroactive raise for fiscal year 2017-18 to be paid out in May 2018. The pay increases for fiscal year 2018-19 will be 2%, and increases for 2019-20 will be 4%.

Compensation language adopted by MUSD/MTA effective July 1, 2019

The pay increase for the fiscal year 2019-20 is 4%. Additionally we are offering employees a new opt-out health insurance option (WABE). This option will not change employee compensation.

Compensation language adopted by MUSD/MTA effective July 1, 2020:

It is agreed that there will be no change in the salary schedule for the 2020-2021 school year. The District agrees to a one-time coverage of the health insurance increase costs for each employee receiving healthcare benefits for the 2020-2021 school year.

Compensation language adopted by MUSD/MTA effective July 1, 2021:

It is hereby agreed that the attached salary schedules will replace all prior salary schedules effective July 1, 2021. The salary schedules will reflect a 3% raise for fiscal year 2021-22. The MTA and MUSD agree to work collaboratively to address budgetary changes.

Compensation language adopted by MUSD/MTA effective July 1, 2022:

It is hereby agreed by the parties that there will be a 5% raise for the 2022/23 school year with the agreement that if there is no consensus on salary/benefits for the 23/24 school year by 2/15/22, it will result in an impasse re: 23/24 salary/benefits. Negotiations can continue as usual on other issues past this date. MTA and the administration will sunshine at the Board meeting in August 2022. This is a one-year pilot program for the 22/23 school year that could be adopted in future years if both parties find it beneficial.

Compensation language adopted by MUSD/MTA effective July 1, 2023:

It is hereby agreed that MTA and the District agree to a 0% salary increase for the 2023-24 school year. Members enrolled in district health insurance will receive a one-time increase in the district-paid health insurance cap to cover the cost of the 2023-2024 health insurance increase (Including WABE, which will be paid to the employee). Part-time employees who do not receive district health insurance will receive a one-time taxable payment of $1400 prorated by the percentage of their employment.

MUSD will add a line item of 2% annually in anticipation of salary negotiations during which the final amount will be set.

Compensation language adopted by MUSD/MTA effective July 1, 2024:
It is hereby agreed that MTA and the District agree to a 3% salary increase for the 2024-25 school year. The salary schedules for 2024-25 will reflect this raise.

Compensation language adopted by MUSD/MTA effective July 1, 2025:
It is hereby agreed that MTA and the District agree to a 6% salary increase for the 2025-26 school year. The salary schedules for 2025-26 will reflect this raise.

Compensation language adopted by MUSD/MTA effective July 1, 2026:
It is hereby agreed that MTA and the District agree to a 4.4% salary increase for the 2026-27 school year. The salary schedules for 2026-27 will reflect this raise.

Appendix D

Mendocino Unified School District

Evaluation of Teaching Performance

Revised 6/22/2017

Teacher _____ Date: _____

School: _____ Grade/Subject: _____

Years in the District: _____

Dates of Conferences: _____

Dates of Observations: _____

Status of Teacher:

□ Temporary□ □ Probationary — 1st Year □ Permanent

□ Probationary — 2nd Year

3 = Standards met
2 = Working towards standard
1 = Standard not met

Standard One: Engaging and Supporting All Students in Learning	**3**	**2**	**1**
1-1 Teacher uses knowledge of students to engage them in learning			
1-2 Teacher connects learning to students' prior knowledge, backgrounds, life experiences, and interests.			
1-3 Teacher connects subject matter to meaningful, real-life contexts.			
1-4 Teacher uses a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.			
1-5 Teacher promotes critical thinking through inquiry, problem solving, and reflection.			
1-6 Teacher monitors student learning and adjusts instruction while teaching.			
Standard Two: Creating and Maintaining Effective Environments for Student Learning	**3**	**2**	**1**
2-1 Teacher promotes social development and responsibility within a caring community where each student is treated fairly and respectfully			

Standard Two, continued	3	2	1
2-2 Teacher creates physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.			
2-3 Teacher establishes and maintains learning environments that are physically, intellectually, and emotionally safe.			
2-4 Teacher creates a rigorous learning environment with high expectations and appropriate support for all students.			
2-5 Teacher develops, communicates, and maintains high standards for individual and group behavior.			
2-6 Teacher employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.			
2-7 Teacher uses instructional time to optimize learning.			
Standard Three: Understanding and Organizing Subject Matter for Student Learning	**3**	**2**	**1**
3-1 Teacher demonstrates knowledge of subject matter, academic content standards, and curriculum frameworks.			
3-2 Teacher applies knowledge of student development and proficiencies to ensure student understanding of subject matter.			
3-3 Teacher organizes curriculum to facilitate student understanding of the subject matter.			
3-4 Teacher utilizes instructional strategies that are appropriate to the subject matter.			
3-5 Teacher uses and adapts resources, technologies, and standards-aligned instructional materials including adopted materials, to make subject matter accessible to all students.			
3-6 Teacher addresses the needs of English learners and students with special needs to provide equitable access to the content.			
Standard Four: Planning Instruction and Designing Learning Experiences for All Students	**3**	**2**	**1**
4-1 Teacher uses knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.			
4-2 Teacher establishes and articulates goals for student learning.			
4-3 Teacher develops and sequences long-term and short-term instructional plans to support student learning.			

Standard Four, continued.	**3**	**2**	**1**
4-4 Teacher plans instruction that incorporates appropriate strategies to meet the learning needs of all students.			
4-5 Teacher adapts instructional plans and curricular materials to meet the assessed learning needs of all students.			
Standard Five: Assessing Students for Learning	**3**	**2**	**1**
5-1 Teacher applies knowledge of the purposes, characteristics, and uses of different types of assessments.			
5-2 Teacher collects and analyzes assessment data from a variety of sources to inform instruction.			
5-3 Teacher reviews data, both individually and with colleagues, to monitor student learning.			
5-4 Teacher uses assessment data to establish learning goals and to plan, differentiate, and modify instruction.			
5-5 Teacher involves all students in self-assessment, goal setting, and monitoring progress.			
5-6 Teacher uses available technologies to assist in assessment, analysis, and communication of student learning.			
5-7 Teacher uses assessment information to share timely and comprehensible feedback with students and their families.			
Standard Six: Developing as a Professional Educator	**3**	**2**	**1**
6-1 Teacher reflects on teaching practice in support of student learning.			
6-2 Teacher establishes professional goals and engages in continuous and purposeful professional growth and development.			
6-3 Teacher collaborates with colleagues and the broader professional community to support teacher and student learning.			
6-4 Teacher works with families to support student learning.			
6-5 Teacher engages local communities in support of the instructional program.			
6-6 Teacher manages professional responsibilities to maintain motivation and commitment to all students.			
6-7 Teacher demonstrates professional responsibility, integrity, and ethical conduct.			

Signatures

Evaluator's Signature	Date
Teacher's Signature	Date

Administrative Summary (See attached)

Employee response may be included.

MENDOCINO UNIFIED SCHOOL DISTRICT

MTA EMPLOYEE GRIEVANCE FORM LEVEL I

Instructions: Please submit this form to the supervisor of the person or program of your complaint.

The supervisor will tell the employee(s) involved that this complaint has been filed. The information you provide will be kept confidential except as necessary to investigate and resolve your complaint.

The District's complaint procedures are found in Board Policy 1312.1 and Administrative Regulation 1312.1 which are available through the District Office for your review. Please make sure to reference the appeal provisions and timelines involved .

Should you have any questions about the grievance policy or procedures, please contact the school site principal or superintendent.

Complainant Information

Grievance #:

Name _____ Date _____

Address _____ Phone _____

_____ School _____

Notice of Complaint

Date of events this complaint is based on: _____

This is a violation, misapplication or misinterpretation of the Collective Bargaining Agreement including, but not limited to Article _____(list specific contract provisions if possible)

Please describe your complaint as specifically as possible, using date, times, names, locations or situations (use additional paper if necessary) : _____

_____

_____

_____

_____

With whom have you conferred to resolve your complaint?

Name(s) _____ Date _____

_____ _____

What action or remedy are you seeking to resolve this complaint? _____

_____

_____

Resolved: Date:

☐ Internally ☐ Formal Response Needed

_____ _____

Signature Date

MENDOCINO UNIFIED SCHOOL DISTRICT

MTA GRIEVANCE APPEAL FORM LEVEL I

Instructions: If you are not satisfied with the decision at Level I, please fill out and submit this form to the Superintendent within five (5) days of that Level I decision.

The District's complaint procedures are found in Board Policy 1312.1 and Administrative Regulation 1312.1 which are available through the District Office for your review. Please make sure to reference the appeal provisions and timelines involved .

Should you have any questions about the grievance policy or procedures, please contact the school site principal or superintendent.

Grievance #:

Date of Level I Appeal: _____

To: _____
(Superintendent/Designee)

From: _____
(Grievant)

I hereby file this form to appeal the District's decision at Level I received by me on _____
(Date)

The Grievance is being appealed because: _____

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Attach a copy of the Grievance Form Level I and any supporting documents.

_____ _____

Signature Date

MENDOCINO UNIFIED SCHOOL DISTRICT

MTA GRIEVANCE APPEAL FORM LEVEL I—APPEAL TO LEVEL II

Instructions: Upon receipt of the Grievance Response Form Level II from the Superintendent, should the initial grievance still exist and the grievant still wish to pursue the grievance, s/he shall, within ten days upon the receipt of the Superintendent's response, appeal the decision to the BOARD using this Grievance Appeal Form Level I—Appeal to Level II.

The District's complaint procedures are found in Board Policy 1312.1 and Administrative Regulation 1312.1 which are available through the District Office for your review. Please make sure to reference the appeal provisions and timelines involved .

Grievance #:

Date of Level II Appeal: _____

To: _____
(MUSD Board President)

From: _____
(Grievant)

I hereby file this form to appeal the District's decision at Level II received by me on _____
(Date)

The Grievance is being appealed because: _____

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Attach a copy of the Grievance Form Level I and any supporting documents.

_____ _____

Signature Date

MENDOCINO UNIFIED SCHOOL DISTRICT

CEMUS GRIEVANCE RESPONSE FORM LEVEL II

Grievance #:

Date of Grievance Response: _____

To: _____
(Grievant)

From: _____
(Superintendent)

Response to Grievance Appeal: _____ _____

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Attach a copy of the Grievance Form Level I, Appeal Form Level I, and any supporting documents.

_____ _____

Superintendent Signature Date

MENDOCINO UNIFIED SCHOOL DISTRICT

MTA CONTRACT GRIEVANCE LEVEL II RESPONSE TO APPEAL FORM

Grievance #:

Date of Grievance Response: _____

To: _____
(Grievant)

From: _____
(MUSD Board President)

Response to Grievance Level II Appeal: _____ _____

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Attach a copy of all Grievance and Appeal Forms and any other supporting documents.

_____ _____

Superintendent Signature Date

MENDOCINO UNIFIED SCHOOL DISTRICT

MTA GRIEVANCE APPEAL FORM LEVEL III

Instructions: If the grievant wishes to appeal the decision of the Superintendent OR Board to arbitration, s/he may, within five days of the conclusion of mediation, request in writing on the Contact Grievance Appeal Form Level III that the Association submit his/her grievance to arbitration, with a copy to the Superintendent or Board.

Should you have any questions about the grievance policy or procedures, please contact the school site principal or superintendent.

Grievance #:

Date of Level III Appeal: _____

To: _____
(Association President)

From: _____
(Grievant)

I hereby file this form to appeal the District's decision at Level II received by me on _____
(Date)

The Grievance is being appealed because: _____

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Attach a copy of any supporting documents.

_____ _____

Signature Date

MENDOCINO UNIFIED SCHOOL DISTRICT

CEMUS CONTRACT GRIEVANCE LEVEL III RESPONSE TO APPEAL FORM

Grievance #:

Date of Grievance Response: _____

To: _____
(Grievant)

From: _____
(MUSD Board President)

Response to Grievance Level II Appeal: _____ _____

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Attach a copy of all Grievance and Appeal Forms and any other supporting documents.

_____ _____

Superintendent Signature Date

MENDOCINO UNIFIED SCHOOL DISTRICT

CEMUS GRIEVANCE APPEAL FORM LEVEL III
GRIEVANCE HEARING PANEL (Level IV)

Instructions: Upon receipt of the Grievance Response Form Level II from the Superintendent, should the initial grievance still exist and the grievant still wish to pursue the grievance, s/he shall, within ten days upon the receipt of the Superintendent's response, appeal the decision to the BOARD using this Grievance Appeal Form Level III.

The District's complaint procedures are found in Board Policy 1312.1 and Administrative Regulation 1312.1 which are available through the District Office for your review. Please make sure to reference the appeal provisions and timelines involved .

Grievance #:

Date of Level III Appeal: _____

To: _____
(MUSD Board President)

From: _____
(Grievant)

I hereby file this form to appeal the District's decision at Level II received by me on _____
(Date)

The Grievance is being appealed because: _____

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Attach a copy of the Grievance Form Level I and any supporting documents.

_____ _____

Signature Date

Appendix F

Mendocino Unified School District

MUSD Request for Masters Equivalent Stipend ($2500)

To be submitted to Professional Development Committee by May 31st

- Your name: _____
- Name of Degree/Certification:_____
- Awarding Institution or organization:_____

- How is this related to your position at MUSD?

  _____

  _____

  _____

  _____

  _____

  _____

  _____

- Date of Completion:_____
- Hours/Units completed:_____ Circle one: hours semester units quarter units
- Did MUSD pay for any of these units/hours?: _____
- Does this certification/degree need to be renewed? _____
- If yes, when is your next renewal date? _____
- Attach official transcript from institution to verify completion

Please write a brief description of the scope of your final project/thesis/capstone project:_____
_____
_____
_____
_____

Mendocino Unified School District

Mendocino Teachers' Association 185 days

2026-27 Annual Salary Schedule

Effective July 1, 2026

Board Approved: June 9, 2026

		0	1	2	3	4	5
Years		**A.B.**	**A.B.+30**	**A.B.+45**	**A.B.+60**	**A.B.+75**	**A.B.+90**
1		$49,805	$58,730	$59,860	$60,986	$62,116	$63,240
2		$51,294	$60,551	$61,707	$62,862	$64,021	$65,177
3		$52,915	$62,419	$63,603	$64,791	$65,978	$67,167
4		$54,580	$64,330	$65,549	$66,768	$67,986	$69,205
5		$56,291	$66,296	$67,548	$68,798	$70,048	$71,300
6	**MA**	$58,045	$68,313	$69,597	$70,882	$72,164	$73,447
7	$2,500	$59,843	$70,386	$71,703	$73,019	$74,335	$75,655
8		$61,691	$72,510	$73,861	$75,214	$76,565	$77,916
9	**Ph.D.**	$63,590	$74,688	$76,076	$77,465	$78,852	$80,240
10	$2,600	$63,590	$74,688	$78,352	$79,775	$81,199	$82,625
11		$63,590	$74,688	$80,173	$81,471	$82,768	$84,069
12	**Natnl.**	$63,590	$74,688	$81,431	$82,750	$84,069	$85,386
13	$2,500	$63,590	$74,688	$82,707	$84,047	$85,386	$86,726
14		$63,590	$74,688	$82,707	$85,365	$86,726	$88,086
15		$63,590	$74,688	$82,707	$86,705	$88,086	$89,469
16		$63,590	$74,688	$82,707	$88,065	$89,469	$90,870
17		$63,590	$74,688	$82,707	$89,445	$90,868	$92,293
18		$63,590	$74,688	$82,707	$89,445	$92,292	$93,739
19		$63,590	$74,688	$82,707	$89,445	$93,739	$95,209
20		$63,590	$74,688	$82,707	$89,445	$95,209	$96,701
21		$63,590	$74,688	$82,707	$89,445	$96,701	$98,213
22		$63,590	$74,688	$82,707	$89,445	$98,213	$99,753
23		$63,590	$74,688	$82,707	$89,445	$99,753	$101,317
24		$63,590	$74,688	$82,707	$89,445	$101,316	$102,902
25		$63,590	$74,688	$82,707	$89,445	$102,900	$104,512

Superintendent Signature

Date

MUSD offers three higher eductation stipends: Masters, Ph.D, National Teacher Credential. MTA members and Certificated staff are eligible to receive up to two of the three stipends offered.

Mendocino Unified School District

MTA Counselor Schedule 200 days

2026-27 Annual Salary Schedule

Effective July 1, 2026

Board Approved: June 9, 2026

Years		1 A.B.+30	2 A.B.+45	3 A.B.+60	4 A.B.+75	5 A.B.+90
1		$63,492	$64,714	$65,931	$67,152	$68,368
2		$65,461	$66,710	$67,959	$69,212	$70,462
3		$67,480	$68,760	$70,044	$71,328	$72,613
4		$69,546	$70,864	$72,182	$73,498	$74,816
5		$71,671	$73,025	$74,376	$75,728	$77,081
6	**MA**	$73,852	$75,240	$76,629	$78,015	$79,402
7	$2,500	$76,093	$77,517	$78,939	$80,362	$81,789
8		$78,389	$79,850	$81,312	$82,773	$84,234
9	**Ph.D.**	$80,744	$82,244	$83,746	$85,245	$86,746
10	$2,600	$80,744	$84,705	$86,243	$87,783	$89,324
11		$80,744	$86,674	$88,077	$89,479	$90,885
12	**Natnl.**	$80,744	$88,034	$89,459	$90,885	$92,309
13	$2,500	$80,744	$89,413	$90,862	$92,309	$93,758
14		$80,744	$89,413	$92,286	$93,758	$95,228
15		$80,744	$89,413	$93,735	$95,228	$96,723
16		$80,744	$89,413	$95,205	$96,723	$98,238
17		$80,744	$89,413	$96,697	$98,236	$99,776
18		$80,744	$89,413	$96,697	$99,775	$101,339
19		$80,744	$89,413	$96,697	$101,339	$102,929
20		$80,744	$89,413	$96,697	$102,929	$104,542
21		$80,744	$89,413	$96,697	$104,542	$106,176
22		$80,744	$89,413	$96,697	$106,176	$107,841
23		$80,744	$89,413	$96,697	$107,841	$109,532
24		$80,744	$89,413	$96,697	$109,531	$111,245
25		$80,744	$89,413	$96,697	$111,243	$112,986

Superintendent Signature _____ Date _____

MUSD offers three higher eductation stipends: Masters, Ph.D, National Teacher Credential. MTA members and Certificated staff are eligible to receive up to two of the three stipends offered.

Mendocino Unified School District

MTA Head Teacher Schedule 190 days

2026-27 Annual Salary Schedule

Effective July 1, 2026

Board Approved: June 9, 2026

		1	2	3	4	5
Years		**A.B.+30**	**A.B.+45**	**A.B.+60**	**A.B.+75**	**A.B.+90**
1		$60,317	$61,478	$62,634	$63,795	$64,949
2		$62,188	$63,375	$64,561	$65,751	$66,939
3		$64,106	$65,322	$66,542	$67,761	$68,982
4		$66,069	$67,321	$68,573	$69,823	$71,075
5		$68,088	$69,374	$70,657	$71,941	$73,227
6	**MA**	$70,159	$71,478	$72,798	$74,114	$75,432
7	$2,500	$72,288	$73,641	$74,992	$76,344	$77,700
8		$74,470	$75,857	$77,247	$78,634	$80,022
9	**Ph.D.**	$76,707	$78,132	$79,559	$80,983	$82,409
10	$2,600	$76,707	$80,470	$81,931	$83,394	$84,858
11		$76,707	$82,340	$83,673	$85,005	$86,341
12	**Natnl.**	$76,707	$83,632	$84,986	$86,341	$87,694
13	$2,500	$76,707	$84,942	$86,319	$87,694	$89,070
14		$76,707	$84,942	$87,672	$89,070	$90,467
15		$76,707	$84,942	$89,048	$90,467	$91,887
16		$76,707	$84,942	$90,445	$91,887	$93,326
17		$76,707	$84,942	$91,862	$93,324	$94,787
18		$76,707	$84,942	$91,862	$94,786	$96,272
19		$76,707	$84,942	$91,862	$96,272	$97,782
20		$76,707	$84,942	$91,862	$97,782	$99,315
21		$76,707	$84,942	$91,862	$99,315	$100,867
22		$76,707	$84,942	$91,862	$100,867	$102,449
23		$76,707	$84,942	$91,862	$102,449	$104,055
24		$76,707	$84,942	$91,862	$104,054	$105,683
25		$76,707	$84,942	$91,862	$105,681	$107,337

Superintendent Signature _____ Date _____

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Mendocino Unified School District

MTA Head Teacher Schedule 200 days

2026-27 Annual Salary Schedule

Effective July 1, 2026

Board Approved: June 9, 2026

Years		1 A.B.+30	2 A.B.+45	3 A.B.+60	4 A.B.+75	5 A.B.+90
1		$63,492	$64,714	$65,931	$67,152	$68,368
2		$65,461	$66,710	$67,959	$69,212	$70,462
3		$67,480	$68,760	$70,044	$71,328	$72,613
4		$69,546	$70,864	$72,182	$73,498	$74,816
5		$71,671	$73,025	$74,376	$75,728	$77,081
6	**MA**	$73,852	$75,240	$76,629	$78,015	$79,402
7	$2,500	$76,093	$77,517	$78,939	$80,362	$81,789
8		$78,389	$79,850	$81,312	$82,773	$84,234
9	**Ph.D.**	$80,744	$82,244	$83,746	$85,245	$86,746
10	$2,600	$80,744	$84,705	$86,243	$87,783	$89,324
11		$80,744	$86,674	$88,077	$89,479	$90,885
12	**Natnl.**	$80,744	$88,034	$89,459	$90,885	$92,309
13	$2,500	$80,744	$89,413	$90,862	$92,309	$93,758
14		$80,744	$89,413	$92,286	$93,758	$95,228
15		$80,744	$89,413	$93,735	$95,228	$96,723
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17		$80,744	$89,413	$96,697	$98,236	$99,776
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21		$80,744	$89,413	$96,697	$104,542	$106,176
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23		$80,744	$89,413	$96,697	$107,841	$109,532
24		$80,744	$89,413	$96,697	$109,531	$111,245
25		$80,744	$89,413	$96,697	$111,243	$112,986

Superintendent Signature _____ Date _____

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Mendocino Unified School District
2026-27 Principals and Certificated Management
Annual Salary Schedule
Effective Date: July 1, 2026
Board Approved: June 9, 2026

	step 1	2	3	4	5	6	7	8	9	10	11	
HS Principal	$ 124,989	$ 129,554	$ 134,120	$ 138,688	$ 143,256							215 days
MS/GS Principal	$ 124,989	$ 129,554	$ 134,120	$ 138,688	$ 143,256							215 days
Special Education Director	$ 109,891	$ 111,429	$ 112,989	$ 114,569	$ 116,174	$ 117,801	$ 119,451	$ 121,124	$ 122,818	$ 124,539	$ 126,281	195 days
Lead Psychologist	$ 98,281	$ 99,654	$ 101,052	$ 102,466	$ 103,902	$ 105,355	$ 106,830	$ 108,325	$ 109,840	$ 111,380	$ 112,937	185 days
Speech Language Pathologist (SLP)												
- Intern/RPE year	$ 66,244											200 days
- Credential Only	$ 74,223	$ 75,531	$ 76,862	$ 78,209	$ 79,577	$ 80,960	$ 82,366	$ 83,790	$ 85,233	$ 86,700		200 days
- Credential, State License, Nat'l Board Certified	$ 83,342	$ 84,650	$ 85,980	$ 87,328	$ 88,695	$ 90,079	$ 91,485	$ 92,908	$ 94,351	$ 95,818	$ 97,301	200 days

SLP Credential/License/Certifications

Intern	Credential Only	Credential, State License, Nat'l Board Certified
SLP without cleared license, credential or required professional experience year (RPE year)	SLP with Credential only	SLP with cleared credential, state license, and ASHA national board certification

X _____ Date _____

Signature - Superintendent