

July 1, 2020-June 30, 2024

COLLECTIVE BARGAINING AGREEMENT

Between the

***MILLER CREEK EDUCATORS ASSOCIATION/CTA/NEA***

and the

***MILLER CREEK SCHOOL DISTRICT***



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## PREAMBLE

THIS AGREEMENT, hereinafter referred to as the "Agreement," is entered into this 17<sup>th</sup> day of June, 2016, hereby and between the Miller Creek School District, hereinafter referred to as "District," and the Miller Creek Educators Association/CTA/NEA, hereinafter referred to as the "Association."

The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.

## ARTICLE 1

### RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative for the employees of the Certificated Unit.
- 1.2 The Certificated Unit consists of employees as stated in the listing of the positions set forth in EXHIBIT "A" of this Agreement.
- 1.3 This Agreement applies only to employees in the above described representation unit.
- 1.4 Any article or sub-article not specifically mentioned shall apply to all unit members.

## ARTICLE 2

### ASSOCIATION RIGHTS

- 2.1 The Association and its members shall have the right to make use of buildings and facilities at all reasonable hours when not otherwise in use.
- 2.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers.
- 2.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times providing it does not interrupt the educational mission of the district or of the employees.



## ARTICLE 3

### WAGES

#### **3.1 Teachers' Salary**

The certificated salary schedule shall be as set forth in Exhibit B.

#### **3.2 Other Salaries**

- .1 Substitutes shall be classified as long-term after 15 consecutive days on the same assignment, and will be placed on the salary schedule according to their education/experience.
- .2 The District and Association agree that effective July 1, 2019, all full-time teachers assigned to teach the first and last period of any other day of the week at Miller Creek Middle School will be compensated with \$150 per year for each day of the week they teach the first and last period of the day (maximum amount being \$750 a year for someone who teaches the first and last period every day of the week). Volunteers will be used first if scheduling permits; however, if necessary, teachers may be assigned to a first and last period of the day.

Revised 6/5/19

- .3 The hourly rate shall be increased to \$50 effective in the month after ratification of negotiations settlement (effective January 2023) and will be increased annually beginning in 2023-23 by any percent raise to the salary schedule.

Revised 1/10/23

#### **3.3 Initial Placement**

- .1 The Superintendent or his designee will make the initial placement of employees on the salary schedule.
- .2 Prior teaching experience in the nation's schools while holding a regular teaching credential shall be credited on a year-for-year basis as follows:
  - A. Effective with the 2004-05 school year, nine (9) years of prior experience with maximum initial step placement at Step 10 shall be provided to teachers new to the District.
  - B. The above step placement adjustments shall not be retroactive and shall not affect the step placement of current District teachers.
- .3 Initial placement will be on step and class, which can be substantiated at the time the person is employed. Transcripts and verification of experience must be submitted to the District prior to actual employment. No credit will be granted at a later date for units, degrees, or experienced previously earned which are not claimed on the application for employment.

#### **3.4 Step Advancement**

- .1 Persons who, in any one school year, teach at least seventy-five percent of the full-time equivalent (FTE) number of days school is in session shall be credited with one year of experience. Substitute service credit in Miller Creek School District is allowed.
- .2 Part-time employees will be credited with a year of experience credit for step advancement at the end of the year in which the accumulative part-time experience is at least seventy-five percent of a full-time equivalent year. Such accumulation of part-time experience must take place within a two-year consecutive period. Day-to-day substitute time is not allowed for this provision.

### **3.5 Class Placement and Reclassification**

- .1 Semester units of college work (three-quarter units equal two-semester units) are the basis for granting credit.
- .2 All units from colleges and universities accredited by the Western Association of Schools and Colleges, earned after obtaining a B.A. and teaching credential authorizing service in the position for which the employee was employed, shall be counted. The Superintendent or designee may authorize coursework at other institutions provided prior written approval is obtained. In the case of credential programs requiring five years of college, units will be allowed for obtaining the B.A. degree as long as they are requirements toward completing the teaching credential under which the employee is hired to render service.
- .3 If more than one credential has been obtained, units for class placement shall be counted from the date of first issuance of a credential authorizing service in the position held in the District.
- .4 Transcripts of all college work must be on file in the Personnel Office. Salary placement is made based on transcripts on file.
- .5 If sufficient, additional semester units or Master's degrees are filed with the Personnel Office by August 10, the employee's salary placement will be corrected to reflect the higher salary placement.

Revised 04/28/15

- .6 Employees must file the approved District form for prior course unit approval with their principal at least two weeks prior to their beginning a course or making monetary commitment to take a course. For course units to be allowed for salary class advancement, they must have the Principal and Superintendent's signature of prior approval on the District form, which is returned to the employee before he/she begins the course. A copy of this form is retained in the employee's personnel file.

### **3.6 Salary Payments**

- .1 The District commits to the implementation of an eleven (11) month installment payroll system that will take effect at the beginning of the 2015-16 school year (i.e. July 1, 2015). Such change will affect all regular certificated employees and this will be the sole payment process available to all unit members. The first payment will be the regular August payroll check and the last payment will be the June payroll check, plus one deferred paycheck.

Revised 04/28/15

- .2 For part-time teachers' salary pro rata purposes, six (6) hours of actual classroom teaching time is considered full-time.
- .3 Day-to-day and long-term substitutes shall be paid on or before the fifteenth of the month following the one in which the services were rendered.

### **3.7 Payroll Deductions**

The District shall deduct and transmit to the Association all authorized deductions from all Association members within the unit who have signed an approval authorization card, or cards, for such deductions in a form agreed upon by the District and the Association. A written authorization for Association dues deduction shall remain in full force and effect during the term of this Agreement unless canceled in writing by the employee.

### **3.8 Hold Harmless**

The Association agrees to pay to the Employer all 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.

### **3.9 Mileage Payment for School Use of Private Automobile**

- .1 The Miller Creek School District will reimburse employees for use of employee-owned vehicles, at the rate approved by the Internal Revenue Service for passenger vehicles, when the employee has been directed by the immediate supervisor and such use is authorized as a regular part of job responsibility.
- .2 Claims based on the following may be paid:
  - a. Travel inter-district from school to school in the regular performance of duties.
  - b. Travel to conferences or in-service meetings (which are outside the District) when directed to do so by the supervisor.
  - c. Other travel when specifically required or requested by the supervisor.
- .3 Mileage based on the following kinds of travel shall not be reimbursed:
  - a. Teachers' meetings, grade-level meetings, or curriculum meetings within the District.
  - b. Open House, Back to School Night, Graduation.
  - c. PTA or Home and School Club Meetings.
  - d. Regular commute from residence to primary employment location with the District.

A signed Mileage Claim on forms provided by the District must be filed by the employee through their immediate supervisor.

**3.10 Application of Articles 3.3 to 3.5 to Day-to-Day Substitutes**

Paragraphs 3.3 through 3.5 do not apply to day-to-day substitutes.

## ARTICLE 4

### HOURS OF EMPLOYMENT

#### **4.1 On-Site Requirement**

The on-site requirement of classroom unit members shall not exceed 385 minutes per day exclusive of lunch.

#### **4.2 Schedule**

Any changes to the schedule shall be established by the following process:

- Gather input from all bargaining unit members at the sites impacted;
- Present any proposal(s) to the bargaining unit members
- Gather responses from bargaining unit members on any proposals;
- Bargaining unit members will be surveyed on the proposal, including the opportunity to give voting feedback.

Revised 5/21/18

All bargaining unit members shall participate in Back to School Night and Open House as part of their onsite requirement. Bargaining unit members shall participate in duties assigned by the principal, such as graduation, parent meetings, Fall/Spring Fair, student dances, skating parties, music performances, etc., as outlined in section 4.5 Adjunct Duties. Assignments for such duties shall be equitably distributed among the bargaining unit members. In no event, shall a classroom unit member be assigned more than four duties per year. These duties include Back to School Night and Open House.

#### **4.3 Learning Wednesdays (Not applicable to day-to-day substitutes)**

- a) In addition to the daily on-site requirements stipulated in paragraph 4.1 above, each bargaining unit member shall participate in Learning Wednesday meetings weekly. More information on the content of Learning Wednesdays is provided in Appendix H.
- b) Twenty-four (24) hours advance notice shall be given for all faculty and curriculum meetings except under unusual circumstances. Unit members will be provided with an agenda in advance of each meeting.
- c) The superintendent/administration will develop the schedule on an annual basis.

#### **4.4 Additional Time Requirements**

Each unit member may spend such additional time at the school that in his/her professional judgment is required to beneficially supplement the regular instructional day. To this end, the unit member shall have full access to all school facilities for the purpose of conferencing, planning, preparation, and student instruction, until at least 5:00 pm on every school day except those preceding a holiday.

#### **4.5 Professional & Adjunct Duties**

- a) The professional duties of the bargaining unit members are those that are intrinsic to the teaching profession, including, but not limited to, classroom instruction, lesson planning, assessment, data analysis, communication, and collaboration.

Professional duties are those that are contained in the California Standards for the Teaching Profession.

- b) Adjunct duties consist of service on district committees and site committees as well as site activities other than professional duties. Adjunct duties may be related to curricular expertise and/or professional experience and, as such, participation ensures involvement and a voice in the important activities of the district. Examples of adjunct duties are listed in Appendix I. Adjunct duties in excess of 10 hours shall be paid at the extra duty rate.

Revised 9/16/17 and 1/10/23

- .1 The distribution of adjunct duties shall be fair, equitable, and transparent. Eligibility to serve on, Site Leadership Teams, and as Grade Level and Department (curriculum) Facilitators shall be limited to bargaining-unit members who have Permanent Status or have second-year probationary status. Each site shall consult and establish a process for selection that is mutually agreeable for all stakeholders. Insofar as possible, adjunct duty assignments shall be made prior to the end of each school year for the following school year, but no earlier than April 1. The process by which adjunct duties are assigned shall include a review of committees and other adjunct duties no later than the beginning of each school year. These committees will have an estimated number of hours it will take for the year and shall be posted next to each committee/adjunct duties. Positions to be filled first will be those necessary to make the district and the school run according to Education Code (e.g. Site Council, 504, etc.). Staff will sign up according to interest. Once these positions have been filled, those chosen by staff/administrators will be filled in order of priority. Once it appears important committees and adjunct duties have been filled, staff/administrator will review the remaining committees and determine importance.

Revised 04/28/15

- .2 A teacher will inform the site principal if adjunct duty is within 3 hours of the 10 hours.

Teacher/Administrator will meet to discuss options-including previously mentioned compensation at the hourly rate.

- .3 Unit members shall participate in at least one adjunct duty annually. The choice of which adjunct duty is voluntary.
- .4 Participation in Bargaining Committees or MCEA will not be considered an adjunct duty and does not count toward the expected adjunct duty participation by unit members.

- c) Special education teachers who attend IEP meetings beyond 10 hours of the regular school day, will be compensated at the district hourly rate for the IEP meeting time once 10 hours have been met. Hours will be recorded and compensation will be paid when teachers have submitted a separate wage claim form signed by their administrator.

General education teachers who attend IEP meetings beyond 5 hours beyond their regular contract hours may submit a wage claim for attendance at IEP meetings

and will be compensated at the district hourly rate for the IEP meeting time once 5 hours have been met. Hours will be recorded and compensation will be paid when teachers have submitted a separate wage claim form signed by their administrator.

Revised 1/10/23

#### **4.6 Planning Periods**

A bargaining unit member teaching at the middle school level shall be entitled to the equivalent of one daily planning and preparation period equal to one (1) normal class period.

The librarian shall have one (1) mutually agreed unscheduled period each day within the 440 minutes per work day, exclusive of lunch.

As long as the school district has parcel tax funds that incorporate funding for certificated music teachers, the District will offer planning and preparatory time during music times for third, fourth, and fifth grade teachers.

Elementary principals in cooperation with MCEA Site Representatives will continue to work with the Can Do! Foundation to provide planning and preparation time to all elementary grade levels through classes provided by specialists.

Based on available funding and adequate staffing, all unit members assigned to TK through fifth grades shall be entitled to the following planning and preparation time weekly:

<b>Grade Level</b>	<b>Minutes</b>
TK	120 minutes
K, 1	160 minutes
2,3	160 minutes
4,5 (2) music, (2) PE, (1 Art)	200 minutes

Revised 6/17/16 and 1/10/23

#### **4.7 Recess Breaks and Lunch Periods**

During each school calendar day, each member of the bargaining unit shall have not less than a thirty (30) minute duty-free uninterrupted lunch period. Unit members who teach grades K through 5 and music teachers shall be granted one (1) duty-free recess period daily, pursuant to schedules established by the site principal.

#### **4.8 Non-Instructional Days**

On those days of the school calendar year when students are not in attendance, the hours of employment shall be determined by the on-site administrator after consultation with the faculty, provided that the total hours shall not exceed a normal work day.

#### **4.9 Other Certificated Employees**

.1 The hours of employment of psychologists, nurses, and other non-classroom teachers shall not exceed four hundred and forty (440) minutes per day inclusive of a minimum thirty (30) minute duty-free lunch and shall take into account the different professional demands regarding the pacing of work hours needed to accomplish their professional tasks. The precise determination of beginning and ending hours of employment for

such positions shall be made by the immediate supervisor in consultation with the affected unit member.

- .2 School Nurses shall be on duty within the regular teacher work year, and shall be compensated at their per-diem rate if called upon to deliver service to the District beyond their work calendar.
- .3 Counselors and School Psychologists shall be on duty an additional six (6) workdays during the year. Counselors and/or School Psychologists who work less than full-time shall receive a proportional allocation of these additional work days. Counselors and School Psychologists will also receive a stipend to be included in their contract. The purpose of the stipend is to compensate for work that must be done (e.g., family counseling meetings, IEPs, etc.), but cannot be performed within the normal hours of employment.

Revised 04/28/15

- .4 The instructional minute schedule for music teachers shall be approximately the average between the elementary and middle school teachers, not to exceed 24 hours per week, inclusive of travel time.

#### **4.10 The Instructional Year**

The work year shall be comprised of 186.5 days. The work year shall include the following:

- 180 student instructional days and
- 6.5 non-instructional days comprised of 3 professional development days and 3.5 non-instructional days for collaboration and site-based needs.

If a calendar cannot be established which is agreeable to the Association and the district by March 15<sup>th</sup>, the District shall be entitled to establish a tentative calendar for the following year until an agreement is reached.

It is acknowledged that the state no longer fully funds the professional development days. In the event that the District determines the need to make budget reductions, the District and the Association agree to bargain the length of the work year and consider possible reduction of the three (3) professional development days.

Since compensation for the three (3) professional development days will be reflected on the Miller Creek Certificated Salary Schedule, attendance on the part of the unit member is mandatory.

If unit members are unable to attend professional development days because of personal necessity, they must secure advanced permission except for the reasons listed in 6.6.1a and b.

Revised 10/8/13 and 1/10/23

#### **4.11 Shared Contracts**

- .1 Only employees who are eligible for uncompensated leave (6.10.1) may apply for shared contracts. Individual permanent teachers wishing to job share during the next school year must file a letter of interest with the Principal and Superintendent by February 15 prior to the school year the job share will become effective.



- a. By March 1, the Superintendent will publish a list of persons who have expressed an interest in shared contract employment based on requests received.
- .2 Teachers wishing to share a position shall submit a proposal by April 1. The written request will include the reasons for the job share proposal. It will specify the benefits to the District, students, and employees involved. The written request will indicate the names of the employees who are proposing to job share and how the employees plan to implement the job share position. The request must show details of how the teachers intend to coordinate their work, share information from Learning Wednesdays and in-services, and ensure the continuity of the class.
- a. If a job share partner is not found among current permanent employees, the District has the option to employ a temporary or substitute employee as a job share partner.
  - b. Shared contracts are authorized by the Superintendent for one school year at a time and must be renewed by application each year.
  - c. Teachers wishing to continue a job-sharing arrangement for a succeeding year shall re-submit their proposal with any necessary changes. The site Principal shall indicate any areas of concern to the teachers prior to March 15 so that these concerns may be addressed in the revised proposal.
  - d. Teachers wishing to continue a job-sharing arrangement beyond two school years may re-submit their proposal with any necessary changes. At the discretion of the site Principal, the extended shared contract proposal will be sent to the Superintendent for district review and approval. However, priority will be given to newly developed shared contract proposals between two permanent teachers at the site who have not had a shared contract proposal previously granted. Contract limits on numbers of shared contracts per site and per grade level will be maintained. (4.11.6)
- .3 Shared contracts shall be approved by the Board of Trustees upon recommendation of the Superintendent based on input from the site Principal. Approval shall be determined by an assessment of the proposal, meeting the needs of the school involved as well as those of the employees. Approval shall also be determined by the District's ability to obtain a suitable replacement for the opening created by the job share.
- a. Notification will be provided in writing no later than May 1 to the employees making a job share request, following submission of the written request. Should the request be denied, the Superintendent shall provide the reasons in writing to the applicants at the time of notification.
- .4 It is understood that the pay and benefits equivalent to one full-time employee will be shared by the two job-sharing employees. Salary and benefits will be shared, proportionately, to the days or periods worked by each member of the job share. In no event will the sum of the two employees' pro-rata portions of the wages and benefits constitute pay or benefits greater than one full-time position. There shall also be pro-rata apportionment of duties between the job-sharing partners. There will be no shared contract with less than two days per week per employee. Teachers will go up a step on the salary schedule each time they have accumulated 75% of a full year (135 days). The salary increase will go into effect at the

beginning of the next school year. Such accumulation of part-time experience must take place within a two-year consecutive period. Day-to-day substitute time is not allowed for this provision.

- .5 In order to facilitate coordination with other teachers, support staff, and the community, *both* partners will attend Back to School Night, Open House, non-student work days, conference days, and in-service days. Each teacher is responsible to fully inform the job-sharing partner of meetings held on a day when that partner is not working.
  - a. The job share partners share the proportional responsibilities of 15 additional hours of Learning Wednesdays. (See Appendix H)
  - b. If an employee is required by an administrator to work on a non-work day (Section 4.11.5 excluded), the employee will be compensated at the employee's per diem rate. Five working days' notice will be given to the employee.
- .6 There will be a limit of no more than a ratio of 1:7 shared contract classes to full-time contract classes at each District school site. There will be a limit of one job share at a grade level at a school site. Should there be more requests than openings at one school site or grade level, the option may be given to move to another grade level or site. Should requests exceed the ratio district wide, then final approval will depend on the merit of the proposal, but no more than a ratio of 1:7 per school site will be allowed.
- .7 If a job sharer is out for an extended illness or an approved leave, the remaining partner will be encouraged to take over the full assignment and be paid at the per diem rate. For short term illnesses, partners will be encouraged to cover for each other when possible. If a substitute is needed, district policy will prevail. The Principal will give final approval. (See Article 3.2)
- .8 Full-time permanent, certificated employees opting for a shared contract may, at their option, return to full-time employment the following year. They must notify their intent to the principal and Superintendent by February 15 prior to the school year they wish to return to full-time status.
- .9 Employees who are on shared contracts are on unpaid leave for that percentage of the year they are not employed.
- .10 If, during a school year, the need arises for a teacher to share a contract, he or she should submit a proposal to the site Principal. If the proposal is valid and within the limits outlined in Article 4.11, the administrator will bring the request to the Superintendent for consideration.

Revised 1/10/23

#### **4.12 Part-Time Teacher**

- .1 Part-time contracts shall be approved by the Board of Trustees upon recommendation of the Superintendent based on input from the site Principal. Approval shall be determined by meeting the needs of the school involved as well as those of the employee.
  - a. Superintendent shall provide in writing reasons for denial.

- .2 It is understood that pay and benefits are prorated at the employee's position on the salary schedule. Part-time teachers will continue their step increases at their prorated rate providing they have met the requirement of teaching 75% of the days.
- .3 In order to facilitate coordination with other teachers, support staff, and the community, part-time teachers will attend Back-to-School Night and Open House.

In addition, the following expectations apply to part-time teachers contracted at 60% or higher.

- a. Attendance of Learning Wednesdays at a percentage equal to their FTE will be required to help maintain a consistent, professional learning environment. Dates of Learning Wednesdays will be set by mutual agreement of the site principal and teacher.
- b. Non-student workdays may be attended at a percentage equal to their contract.
- c. Conference days may be attended at a percentage equal to their contract as long as timely and appropriate communication is maintained with the site principal and parents.
- d. In-service days must be attended in order for individuals to be paid.
- e. Part-time teachers will assume their percentage of the additional 15 hours for after Learning Wednesday and professional and adjunct duties.

Revised 1/10/23

- .4 If requesting part-time employment, there is no guarantee that a teacher will get the same schedule each year due to enrollment and site needs that may vary from year to year.
- .5 Permanent certificated teachers working part-time may request full-time status for the following year. They must notify their intent to the Principal and Superintendent by February 15 prior to the school year they wish to obtain full-time status.

#### **4.13 The Provisions**

The provisions of this Article 4 are not intended to exclude programs which are mutually agreeable to the parties involved and which are traditionally part of the District educational program.

#### **4.14 The Calendar**

The calendar for the school year shall be as set forth in Exhibit D.

Revised 3/11/14

#### **4.15 Homeroom Teachers**

Homeroom teachers at middle school will receive an annual stipend of \$200 and five (5) hours of adjunct duty credit for the year.

Revised 5/21/18

## ARTICLE 5

### HEALTH AND WELFARE BENEFITS

The District will comply with provisions of the Family Care and Medical Leave Act pursuant to Miller Creek Board Policy 4161.8

Each year, the District will contribute for each full-time unit member an amount equal to the cost of the Kaiser single (employee only) rate towards coverage of health and welfare benefits.

Revised 6/15/18

A Benefits Task Force has been formed consisting of members of MCEA, CSEA, and the District, each appointed by their stakeholder group. This Task Force will continue to meet regularly to analyze benefit providers, including disability, health, and dental, to make recommendations annually to the negotiating teams which providers best suit Miller Creek District employees by February 1.

Revised 6/15/18, 8/9/21

#### **5.1 Benefits Program**

Each employee may choose only from the following listed programs selected and approved by the Governing Board. Coverages desired which exceed in cost the District allocation must be authorized by a signed payroll deduction form.

##### Income Protection Insurance

- UNUM (Required of all Employees working 50% of the time or more, not available if less than 50%)
- Washington National Supplemental Plan

##### Health and Dental Plans

- Delta Dental Plan (Required of all Employees working 50% of the time or more, optional if less than 50%)
- Health Plans Various plans - see booklet (Not available to employees less than 50%)
- Cancer Insurance -- Various Carriers

##### Life Insurance

- Various Carriers

##### Accidental Death and Dismemberment

- Transamerica Occidental Group Accidental Death and Dismemberment
- Various Carriers

##### Tax Sheltered Annuities

- selected by employee and authorized by Payroll Deduction to District Payroll Department.

#### **5.2 In Lieu Payments**

Certificated employees hired on or after July 1, 2003, or employees not currently receiving cash in lieu as of June 30, 2003, are not eligible for in lieu benefits.

If an employee who was receiving cash in lieu as of June 30, 2003, can show evidence of comparable medical coverage, the District shall contribute the balance of the employee's fringe benefit allowance [after dental benefits and Income Protection Insurance (if applicable) have been deducted from the cap] to a District sponsored 403b Retirement Plan (also called a TSA-Tax Sheltered Annuity). The District's TSA eligible contributions shall be frozen at the level as of June 30, 2009. Any funds over the cap can be applied to other insurance benefits offered by the District as outlined in the respective bargaining agreements.

In order for an eligible employee to qualify to receive medical Retiree Benefits from the District, they must re-enroll in one of the District-sponsored medical plans during the Open Enrollment period (enrollment to be effective October 1st) which occurs at least 21 months prior to the date of retirement.

### **5.3 Leave Status**

Employees on leave without pay are eligible to continue their health and welfare benefits while on leave, provided they prepay the premiums in full by September 1st of the year the leave commences.

### **5.4 Retirement Benefits**

The District shall provide \$425.00 per month for medical and dental insurance premiums for a unit member retiring after reaching his/her fifty-fifth (55th) birthday, provided said unit member has served five (5) consecutive years of service in the District prior to retirement. Retired unit members who are currently receiving medical benefits under this section shall receive the above amounts for medical and dental premium, commencing with the date of this agreement, during the balance of their individual five (5) year periods. This benefit will be paid for a maximum of five (5) years.

### **5.5 Retirement Options**

The District will allow retirees the option to pay their medical payments at the District group rates after the five years of District payment mentioned in 5.6.

### **5.6 Long Term Disability Benefits**

The District shall provide \$425.00 per month for medical and dental insurance premiums for a unit member on long term disability leave provided said unit member has served five (5) consecutive years of service in the District prior to the long term disability. Disabled unit members who are currently receiving medical benefits under this section shall receive the above amounts for medical and dental premium, commencing with the date of this agreement, during the balance of their individual five (5) year periods. This benefit is in lieu of the five year retirement provision.

## ARTICLE 6

### LEAVES

#### 6.1 Sick Leave

- .1 Full-time employees are entitled to ten (10) days sick leave or injury leave each school year commencing on the first day of employment. Such leave shall be cumulative from year to year.
- .2
  - a. Employees who work less than full time shall receive sick leave or injury leave in the proportion that their work week bears to a full-time work week.  
Revised 1/10/23
  - b. Long-term substitutes shall accrue sick leave at the same rate as full-time teachers. Sick leave for long-term substitutes shall be cumulative for that assignment and may be taken only when serving on that long-term assignment, whether or not there is a break in that assignment.
- .3 An employee will receive full pay for those days of absence covered by accumulated sick leave.
- .4 Except in cases of emergency, all employees shall give notice of their impending absence to their principal or supervisor during the working day preceding the absence.
- .5 The employees must arrange for substitutes by contacting the District Office. After school hours, all employees shall notify the District of their impending absence by calling the Substitute Line between the hours of 5:00 p.m. and 7:00 a.m., giving their school, grade level or assignment and anticipated duration of absence.
- .6 Except in cases of emergency, all employees shall indicate their intention to return to duty the following day by contacting their principal or immediate supervisor at least thirty (30) minutes prior to the end of their particular workday, as well as notifying the District Office Substitute-calling Clerk.
- .7 If an employee fails to give notice within the time limit specified of his/her intention to return after illness or accident and the substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full-day substitute pay and this amount shall be deducted from the employee's salary for that month.
- .8 A sick leave day once commenced may not be reinstated as a working day.
- .9 No payment for sick leave shall be made until submission by the employee of the form specified by the District and signed by the employee and the Principal or immediate supervisor.
- .10 A physician's written verification of the reason for an absence which exceeds three consecutive work days or 10 non-consecutive work days in any one school year may be required by the District prior to salary payment for those days. Such verification shall be required only after prior written notice from the employee's supervisor. In the event of a concerted work stoppage, the District may require an

affidavit under penalty of perjury as to the reason for the absence and may request medical verification prior to payment.

- .11 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty for more than fifteen (15) consecutive work days.
- .12 In the event of compelling circumstances, when requested by the District, an employee shall undergo a physical or mental examination by a doctor selected by the employee and the cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District.

## **6.2 Extended Sick Leave**

- .1 The benefits under this section take effect after a unity member has exhausted all current and accumulated sick leave and continues to be absent on account of illness or injury. If an employee has utilized all of his/her current and accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of one hundred (100) work days, the employee shall be paid the difference between the employee's rate of pay and the daily substitute rate for the first thirty (30) calendar days. Thereafter the employee shall be paid the difference between the employee's rate of pay and the rate actually paid the substitute or would have been paid the substitute.

Revised 06/17/16 and 1/10/23

- .2 The one hundred (100) day period may extend to the next school year, but only one (1) one hundred (100) day period is available for the same illness or accident.

Revised 06/17/16

- .3 To qualify for extended illness leave, the employee must submit a written physician's certification that the employee is physically or mentally disabled and unable to perform his/her job. Before returning to work, the employee must submit a physician's certification that the employee is physically and mentally able to return to work.
- .4 When all extended illness leave is exhausted and the employee is medically unable to resume his/her duties, the employee shall be placed on a 24-month rehire list (if probationary) or a 39-month rehire list (if permanent) unless the employee is placed in another position.

## **6.3 Extended Illness Leave/Disability Insurance**

- .1 In addition to benefits provided under 6.2, employees who work more than one-half time are eligible for disability insurance. Upon qualification for Disability Insurance (30 calendar days after the onset of illness or when all current and accumulated sick leave is exhausted, whichever occurs later), Disability Insurance shall pay an additional amount necessary to result in a total payment to the employee of two-thirds of his/her regular pay.

## **6.4 Pregnancy Disability Leave**

- .1 When pregnancy disability leave commences and concludes shall be determined by the employee and the employee's physician. The employee may claim sick leave,

extended illness, and/or extended disability pay for that period of time when the employee's physician certifies in writing on the form provided by the District that she was physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom.

Revised 1/10/23

- .2 At least three calendar (3) months prior to the expected birth of the child, the employee shall submit to the District a physician's statement noting the expected date of birth.
- .3 An employee may continue to work until the onset of physical disability as verified by the employee's physician on a form provided by the District.
- .4 This leave is not intended to provide for periods of rest prior to or following childbirth or for child care.

## **6.5 Parental Leave with Pay**

- .1 Employees may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of an employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- .2 Employees who have been employed for at least 12 months are eligible to take Parental Leave with pay.
- .3 For mothers, the 12-week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.
- .4 The parental leave must be completed within one calendar year of the birth or adoption or placement.
- .5 If the employee exhausts their accumulated sick leave prior to expiration of the 12-week child bonding leave, they shall be entitled to differential pay of not less than fifty percent (50%) of regular salary for the balance of the 12-week period.
- .6 The employee must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of an emergency.
- .7 An employee's health benefits will continue while on leave under this provision.

Revised 1/10/23

## **6.6 Personal Necessity Leave**

- .1 A certificated employee may use, at his/her election, during any school year, not more than eight (8) days of accumulated sick leave in the case of personal necessity. The employee shall not be required to secure advance permission for leave taken for either of the following two reasons:
  - a. Death or serious illness of a member of his/her immediate family. Immediate family means mother, father, grandmother, grandfather, or the grandchild of



the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, domestic partner of the employee, or any person living in the immediate household of the employee.

- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- .2 The employee at his/her discretion may use up to five (5) of the eight (8) days in 6.6.1 without prior approval.
- .3 The employee shall submit a written request to the Superintendent to secure advance permission for personal necessity leave other than for the type enumerated above for the remaining three (3) of the eight (8) days in 6.6.1.
- .4 The Superintendent, at his/her discretion, may require proof of the eight (8) remaining days of personal necessity.
- .5 Personal necessity leave is not intended to be used as vacation and/or an extension of a holiday. Under certain circumstances, it may be necessary to extend a vacation or holiday. In those cases, teachers (only two staff members at one site on a particular day) must request this leave at least thirty (30) days in advance with prior approval from the site administrator. This may only be used for a maximum of two (2) days and no more than one time per school year for a staff member.

Revised 6/15/18

## **6.7 Industrial Accident or Illness Leave**

- .1 Leaves under this regulation shall be available to employees as follows:
  - a. Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.
  - b. Allowable leave shall not be accumulative from year to year.
  - c. Industrial Accident or Illness Leave will commence on the first day of absence.
  - d. Payment for wages lost on any day shall not, when added to awards granted the employee under the District's Worker's Compensation Program and/or compensation from District paid Income Protection Plans, exceed the employee's actual wage if he/she were on the job.
  - e. Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
  - f. When an Industrial Accident or Illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the  
  
fiscal year in which the injury or illness occurred, for the same illness or injury.

- g. When the sixty (60) days of Industrial Accident or Illness Leave is exhausted and the employee is not available to return to work, the employee is eligible for Extended Illness Leave (6.2 and 6.3 in this Agreement).
- .2 Entitlement to Industrial Accident or Illness Leaves will be based upon the findings by the Worker's Compensation Insurance Program Administrators and that the disability has been due to Industrial Accident or illness. In cases where the Worker's Compensation Insurance Program Administrators do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the Industrial Accident or Illness until Industrial Accident or Illness Leave, if granted, has been exhausted.

## **6.8 Bereavement Leave**

An employee of the school district is entitled to a leave of absence, with full pay, not to exceed three (3) work days, or five (5) work days if out-of-state travel is required, on account of the death of any member of his immediate family. Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, domestic partner or any person living in the immediate household of the employee.

## **6.9 Jury Duty/Subpoenaed Witness Leave**

- .1 Jury Duty: A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.
- .2 Witness: An employee may be granted a leave with pay when subpoenaed to appear as a witness other than as a litigant in a court of law or another governmental tribunal. If such leave with pay is not granted, then the employee shall be granted personal necessity leave consistent with the proof and written notice requirements of paragraph 6.5, when subpoenaed to appear as a witness or as a litigant. An employee requesting such leave shall submit a copy of the subpoena. At the conclusion of his/her appearance, the employee granted leave shall submit a verified statement specifying the dates and times the employee appeared. This shall be attached to the Leave and Absence Report. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

## **6.10 Uncompensated Leave**

- .1 At the discretion of the Governing Board a permanent employee with not less than three years' service in the District may be granted leave of absence for a period not in excess of two years. There shall be no compensation for such leave and no salary increment shall accrue during it.

- .2 The employee shall submit a written request to the Governing Board, delivered to the Personnel Office, no later than February 15th prior to the year in which the leave is requested. The request shall state the reasons for the duration of the leave desired.
- .3 On or before February 1<sup>st</sup> of the year in which the employee's uncompensated leave expires, the District will provide the employee with a form for indicating his/her intention to return or not return the following school year. The employee must complete and return the form to the Personnel Office by February 15<sup>th</sup>. Unless the District agrees otherwise, failure to comply with this requirement will constitute a resignation to become effective at the close of the school year in which the employee is on leave. The District at any time during the leave may request a statement of the employee's intention to return to duty at the expiration of the leave. The above wording of paragraph 6.10.3 will be included on the form.

### **6.11 Sabbatical Leave**

- .1 The Governing Board of the Miller Creek School District may grant any employee of the District, employed for a period of seven (7) consecutive years in a position requiring certification qualifications, a Sabbatical Leave of Absence, not to exceed one year, for the purpose of permitting study which will benefit the schools and the pupils of the District. Benefit of such study to the District shall be direct and substantial and not merely incidental to the pursuit of advanced degrees and/or credits.
- .2 A Sabbatical Leave of Absence shall be granted only to those certificated employees who have rendered full-time service to the District for at least seven (7) consecutive years preceding the granting of the Leave. Not more than one such Leave of Absence shall be granted to any one individual each seven (7) year period.
- .3 No absence under a Leave of Absence, other than a Sabbatical Leave, granted by the Governing Board of the District shall be deemed a break in the continuity of service, but the period of such absence shall not be included as service in computing seven (7) consecutive years of service required for the Sabbatical Leave.
- .4 Applications for Sabbatical Leaves must be submitted to the Superintendent not later than January 15<sup>th</sup> of the year prior to the proposed leave, with Board action prior to March 15<sup>th</sup>. Applications must be submitted and approved by the employee's direct superior prior to submission to the Superintendent.
- .5 The application shall contain the following information:
  - a. A detailed description of the Sabbatical Project and its significance as a contribution to the District;
  - b. The present state of the Project, time of commencement, progress to date, and expected completion;
  - c. Place where the Project will be carried on and any assurances received of cooperation or authorization to conduct the Project;

- d. The relationship of the Project to the applicant's long-range professional objectives; and,
  - e. A detailed description of all other financial support expected during the Sabbatical Leave.
- .6 Sabbatical Leaves shall be granted only upon the recommendation of the Superintendent and approved by the Board of Trustees in a regular or special meeting. It shall be the duty of the Superintendent of Schools to ascertain that the program of study outlined by the employee requesting the Sabbatical Leave will, if successfully completed, benefit the pupils and the schools of the District. Employees recommended for Sabbatical Leave in any one year shall not exceed two (2) percent of the certificated staff.
- .7 Upon being granted a Sabbatical Leave, the employee shall sign an agreement which requires the following:
- a. That the employee shall return to service in the District for not less than two years upon completion of the leave, or to restore to the District all salary payments received while on leave, provided, however, that such payment shall not be restored if the employee's failure to render said service is caused by his death or physical or mental disability.
  - b. That the recipient shall not accept gainful employment during the Sabbatical Leave except that which would normally be accepted during the summer vacation and the acceptance of a fellowship or grant-in-aid, if such acceptance promotes the purpose of the leave and is approved in advance by the Superintendent.
  - c. That within ninety (90) calendar days following return from Sabbatical Leave, the recipient of a Sabbatical Leave shall submit a concise report of the results of his leave to the Superintendent. The report shall contain:
    - i) An account of the activities during the leave;
    - ii) A statement of progress made on Sabbatical Leave Project a proposed in the application together with an explanation of any significant changes made in the Project;
    - iii) An appraisal of the relationship between the results obtained and those anticipated in the application;
    - iv) A statement of future activity related to the Sabbatical Leave Project, including plans for completion of the project or application of new knowledge.
- .8 Compensation shall be paid the employee while on leave in the same manner as if the employee were teaching in the District. The employee's salary shall be one-half ( $\frac{1}{2}$ ) his regular annual contract salary for the year he/she is on Sabbatical Leave.
- .9 If the employee is granted a one-half school year Sabbatical Leave, one-half of the annual contract salary will be paid for the one-half school year served and three-quarters of the remaining one-half annual salary for the one-half school year on leave.

- .10 An employee on Sabbatical Leave shall receive salary increments, or steps, for one year of such Sabbatical Leave. Upon return to teaching service for the District, after a Sabbatical Leave, the salary shall be that of the step on the schedule the employee would have received had he not been absent from service to the District. If an employee qualifies for a higher classification, the proper transfer shall be made to be effective in the next succeeding contract year.
- .11 At the expiration of the leave, the employee will be reinstated in a position comparable to the one held at the time the leave was granted.

## **6.12 Family Care and Medical Leave**

- .1 Employees who have completed one year of service (at least 1,250 hours of service) during the previous school year shall be granted, upon request, unpaid leave of absence for up to 12 work weeks for the purpose of caring for a child, spouse, domestic partner, parent, grandparent, grandchild, or sibling with a serious health condition, or caring for a new baby or newly adopted child.
- .2 Family Care Leave runs concurrently with pregnancy disability leave and parental leave in accordance with Sections 6.4 and 6.5 above.
- .3 Except as provided in Sections 6.4 and 6.5 above, Family Care Leave is an unpaid leave of absence. Health insurance coverage shall be maintained during the leave.
- .4 Provisions regarding Family Care and Medical Leave are detailed in District Board Policy 4161.8/4261.8 (Appendix F to this Agreement).

## **6.13 Catastrophic Leave Program**

- .1 An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave or vacation credits under the catastrophic leave program.
- .2 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family (spouse, child, parent, or domestic partner) whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- .3 The Superintendent or his or her designee shall determine whether an employee has suffered a catastrophic or life threatening sickness or accident rendering the employee eligible to receive transferred sick leave. The Superintendent or his/her designee's decision shall be final.
- .4 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter or other communication, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

- .5 The Superintendent or designee shall determine:
  - a. That the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury, and
  - b. That the employee has exhausted all accrued paid leave credits not including differential leave.
- .6 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued sick leave and/or vacation credits.
- .7 The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request.
- .8 Any unit member in the same bargaining unit as the unit member, upon written notice to the district, may donate accrued sick leave and/or vacation credits to the requesting employee at a minimum of one day and in one-day increments thereafter up to three (3) days per school year. All transfers of eligible leave credit shall be irrevocable.
- .9 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than twenty (20) work days.
- .10 Benefitting employees may use donated sick leave credits for a maximum of thirty (30) work days.
- .11 An employee who receives paid leave pursuant to this program shall use any leave credits that he or she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
- .12 The Superintendent or designee shall ensure that all donations are confidential.

#### **6.14 General Provisions**

Provisions of Sick Leave, Extended Disability Leave, Maternity Disability, Personal Necessity, Industrial Accident/Illness, Bereavement, Jury Duty/Subpoenaed Witness Leaves, Family Care and Medical Leave, and Catastrophic Leave shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the District.

## ARTICLE 7

### EVALUATION

The primary purpose of the evaluation process is to promote continuous improvement of unit member performance through both formative and summative methods.

- 7.1 Unit members assigned to one site will be evaluated by the on-site administrator. Unit members in Special Education or assigned to more than one site will be evaluated by an administrator designated by the Superintendent.
- 7.2 Probationary and temporary unit members shall participate annually in the Summative Assessment process until they achieve permanent status. At least two formal scheduled observations and one informal unscheduled observation shall occur by December 1 and February 1.
  - .1 Probationary and temporary unit members hired after December 1 shall receive a written evaluation prior to the end of the school year.
- 7.3 Permanent unit members shall participate annually in either the Summative or Formative Assessment process according to the Teacher Evaluation Cycle chart in Evaluation Handbook.
- 7.4 Unit members and evaluators shall adhere to all timelines for the Formative and Summative Assessments in Evaluation Handbook.
- 7.5 During the Summative Assessment year, both scheduled and unscheduled observations shall be part of the evaluation process. There shall be at least one formal and one informal observation for classroom teachers.

The observation shall be preceded by a conference in which the evaluator and the unit member review what is going to occur during the, observation. Following the observation there shall be a post-observation meeting.
- 7.6 Any unit member who is informed of concerns on an observation shall, upon request, be entitled to one (1) subsequent observation. If there is an additional formal observation and the concern persists, an Assistance Plan for Permanent Unit Members Awareness Phase Action Plan (AP-1) shall be prepared to address those concerns.
- 7.7 If the concern continues, an Assistance Plan for Permanent Unit Members Professional Support Phase Action Plan (AP-2) shall be prepared to address those concerns.
- 7.8 If the concern continues, a Referred Teacher Assistance Plan for Permanent Unit Members Referred Teacher Assistance Phase Action Plan (RTAP-1) shall be prepared to address those concerns.
- 7.9 The Summative Assessment Report (S-9) shall include recommendations, if necessary, as to suggestions for improvement in the performance of the unit member. The evaluator will confer with the unit member, make specific recommendations and provide appropriate assistance to the unit member.

- 7.10 The Summative Assessment Report (S-9) shall be in three copies, with a copy presented to the unit member at least forty-five (45) days before the end of the school year. The signature of the unit member being evaluated does not indicate agreement with the evaluation, only that a copy was received and a conference was held. Distribution of the three signed copies is as follows:
- (1) One to be presented to the person evaluated.
  - (2) One to be retained in the administrator's file.
  - (3) One to be placed in the unit member's District Personnel File at the District Office.
- 7.11 The unit member may provide a written response to be attached to the final evaluation which shall be a part of the unit member's personnel file.
- 7.12 Unsubstantiated statements proceeding from rumor or gossip shall not be a basis for evaluation of unit members.
- 7.13 The District recognizes that the performance of the instructional assistants adversely affects the evaluation of unit members. In the event that a unit member believes that an assigned instructional assistant is not performing in the best interest of the educational program, the unit member shall confer with the building administrator to establish a procedure designed to improve the assistant's performance. Inadequate performance on the part of a unit member's instructional assistants shall not be attributed to the unit member, except to the extent that the unit member can reasonably be expected to direct the assistant's performance.
- 7.14 The Self Assessment and Growth Survey Continuum of Teaching Practice (S-1/F-1) should be used by unit members to clarify and enrich the discussion. The Self Assessment and Growth Survey (Form S-1) is to be used by the teacher for reference and is not to be given to the administrator conducting the evaluations.
- 7.15 Unit members shall not evaluate other unit members as part of the evaluation process.
- 7.16 Unit members shall not be held accountable for any aspect of the educational program which they reasonably cannot be expected to correct.
- 7.17 The private life of a unit member, including religious or political beliefs or organizational activities, shall not be a part of the evaluation except as it may prevent the unit member from performing assigned functions during the workday.
- 7.18 A Does Not Meet Standards evaluation of classroom performance shall not be predicated upon a unit member's use of "controversial" materials provided that such materials are consistent with the age and maturity level of the students and the District's educational and curriculum guidelines and policies.
- 7.19 In the interest of updating and improving evaluation procedures, the Association and District agree, to the formation of a Teacher Evaluation Committee. The Association and the District shall each appoint a mutually agreed upon number of members to the committee, which shall include classroom teachers, site, and district-level personnel. Meetings will be scheduled to take place on released time or after school, depending on the purpose of the meeting involved. All findings from the committee shall be referred to the District and the Association for negotiations as necessary.



## 7.20 Does Not Meet Standards

- .1 A “Does Not Meet the Miller Creek School District Standards for the California Standards for the Teaching Profession” (CSTP) evaluation is given when the unit member receives a “Does Not Meet” rating in two (2) standards on the Summative Assessment Report (S-9).
- .2 An evaluator shall not give a “Does Not Meet the Miller Creek School District Standards for the California Standards for the Teaching Profession (CSTP)” evaluation unless the unit member has completed a phase of the Assistance Plan for Permanent Unit Members and the concern is unresolved. This should happen not less than 45 days prior to the Summative Assessment Report (S-9).
- .3 If the unit member receives a “Does Not Meet the Miller Creek School District Standards for the California Standards for the Teaching Profession (CSTP)” it shall be the obligation of the evaluator to evaluate the unit member on the Summative Assessment cycle.
- .4 If the unit member does not agree with a “Does Not Meet” evaluation, he/she shall have the right of appeal to the Superintendent. The Superintendent shall review the evaluation and meet with the unit member, and an Association representative, if desired by the unit member, to discuss the evaluation.
- .5 If the unit member is not satisfied with the results of the meeting with the Superintendent, he/she shall have the right to appeal to the Governing Board which shall hear the matter in closed session. An Association Representative may be present.

7.21 All Evaluation documents shall be as set forth in the Evaluation Handbook.

Revised 05/04/15

## ARTICLE 8

### CLASS SIZE

- 8.1 All reasonable attempts will be made to maintain individual class size within the median of the following ranges and individual class sizes shall not exceed the maximum of each range listed below:

1	Transitional Kindergarten	24 students and 12:1 adult-student ratio
2	Kindergarten	24-29 students
3	Grades 1, 2, & 3	24-29 students
4	Grades 4 & 5	25-31 students
5	Grades 6, 7, & 8 Core Academic Classes (ELA, Math, Science, History)	25-31 students
6	Grades 6, 7, & 8 Other Classes	10-35 students
7	Grades 6, 7, & 8 Physical Education	10-45 students
8	Music Classes Grades 4-8	10-50 students

Revised 04/28/15 and applicable 2022 date.

8.2

- a. Each class in grades K through 5 with more than 25 students as determined by the second month enrollment count and/or again after a second review of enrollment counts on February 1<sup>st</sup> shows a total class enrollment above 25, will be allocated the equivalent of one hour per day of Instructional Assistant time in each of the affected classes. Each site will determine the exact schedule with input by affected teachers and a final decision by the site principal.

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- b. Conversely, if the second review on February 1<sup>st</sup> determines the enrollment count has decreased to 25 or less, the district may reassign the Instructional Assistant of the affected class(es).
- c. In the event that an IA is not provided by the second month enrollment count and/or again after a second review of enrollment counts on February 1<sup>st</sup>, the classroom teacher shall receive one hour additional pay at the hourly rate daily until such IA is assigned.

Additionally, in the event that the district is not able to assign an instructional assistant, the district will provide the teacher one release day per trimester for grading and classroom preparation, as determined by the classroom teacher, until an IA is assigned.

- 8.3 Combination K-5 class size limits shall be calculated with the youngest grade level in the combination. The range limits of K-5 classes in which there are a combination of grade levels will be set at least three (3) students less than in single grade level classes. Every attempt will be made to place students in a combination class who exhibit similar academic rankings based on available data. These combination classes shall not be used in calculating district-wide October averages noted in 8.2 above.
- a. The District shall provide one hour of paid instructional assistant time daily in the classroom based on funding availability.
  - b. Each site will determine the exact schedule with input by affected teachers and a final decision by the site principal.
  - c. In the event that an IA is not provided by the second month enrollment count and/or again after a second review of enrollment counts on February 1st, the classroom teacher shall receive one hour additional pay at the hourly rate daily until such IA is assigned.
  - d. Additionally, in the event that the district is not able to assign an instructional assistant, the district will provide the teacher one release day per trimester for grading and classroom preparation, as determined by the classroom teacher, until an IA is assigned.
  - e. Unit members are not responsible for notifying parents prior to the start of school regarding their child's placement in a combination class.
  - F. Site administrators and grade level colleagues will make every attempt to collaborate to find additional ways to support the combination classroom teacher.

Music classes and P.E. classes are exempted from the provisions of this section.

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- 8.5 During the month of October, the District shall publish the enrollment statistics district-wide and the statistics shall include the information needed to calculate the provisions of this article.
- 8.6 Instructors of classes for the primary purpose of remediation shall be consulted with concerning the makeup of the class.
- 8.7 SDC Class Size

When the student enrollment in the special day class exceeds twelve (12) the District will make every effort to make adjustments to the situation during the current school year and as expeditiously as possible. A review of the student enrollment will occur involving the special day class teacher, site Principal and District Coordinator of Special Education Services. The review should include both student enrollment numbers and an analysis of the severity of student needs across structured and non-structured environments.

SDC classes will maintain a student to adult ratio of no more than 6:1 in order to allow for intensive small group instruction.

If the student enrollment exceeds twelve (12), at least one accommodation will be agreed upon and implemented. Accommodations may include, but are not limited to the following:

- a. *Additional instructional aide time.*
- b. *Developing a written plan and timeline within 30 calendar days to reduce the student enrollment including short-term and long-term recommendations.*
- b. *Reassignment of students to the other site special educators according to the IEP process and in consultation with those site special educators.*
- c. *Reassignment of student(s) to other districts for out-of-district placement according to the IEP process.*
- d. *Collaborative review and adjustment of classroom strategies, schedule, and curricular implementation.*
- f. *Other alternatives to be determined.*

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## ARTICLE 9

### PUBLIC CHARGES

- 9.1 A complaint serious enough to be noted in writing regarding a member of the unit made to any member of the administration by any parent, student, or other person shall be discussed with the unit member within five (5) school days.
- 9.2 Should the involved member of the unit and the principal or designee decide that there should be a meeting concerning the complaint, a meeting shall be scheduled with the complainant. An Association representative may be present at said meeting if so requested by the member.

## ARTICLE 10

### REASSIGNMENT AND TRANSFER

(Not applicable to temporary employees or long-term day-to-day substitutes.)

#### **10.1 Definition of Initial Assignment**

All members of the unit employed by the Miller Creek School District are district employees and their assignment shall be determined by the Superintendent or designee in accordance with law. Assignment is the initial placement of a member of the unit in a specific location or department in the School District by the administration.

#### **10.2 Definition of Reassignment**

Reassignment is a move from one organizational level (K-2, 3-5, 6-8) or middle school subject area to another organizational level or middle school subject area. A middle school subject area reassignment will exist when the bargaining unit member is transferred to a middle school subject area that the bargaining unit member has not taught within the last three years.

#### **10.3 Definition of Transfer**

A transfer is the movement of a unit member from one District school to another District school or from one District program to another District program. A transfer may be employee initiated (voluntary) or employer initiated (administrative). If more than one vacancy exists the unit member who is to be administratively transferred shall have the right to indicate a preference. A unit member who is to be administratively transferred shall be given the reasons for the impending transfer, if requested, in writing prior to the effective date of the transfer. If the member desires, a conference with the Superintendent or designee will be held on this matter. Unless there are compelling circumstances any unit member administratively transferred shall not be similarly transferred for a minimum of two (2) years without the consent of the member.

#### **10.4 Teacher Assignment/Reassignment**

Teachers who have been forced moved from one grade level to another shall be protected for one year after being moved regardless of seniority. Principals shall be able to enforce that protection.

#### **10.5 Notification and Requests for Transfers and Reassignments**

Bargaining unit members requesting a transfer or reassignment, leave of absence, request for retirement or resignation for the following school year must notify the Personnel Office by February 15th annually on the District-provided form. Vacancies for the following school year occurring on or after April 1st and prior to the end of school will be posted in each school for a minimum of five (5) working days. Vacancies occurring after the end of school and prior to August 15th will be announced to all members requesting notification via the U.S. Mail service, with a copy mailed to the Association. Vacancies which arise at each middle school site which will be filled at the subsequent quarter, trimester or at the second semester, shall be posted for application from unit members at that site.

## **10.6 Criteria for Reassignment**

Reassignment of bargaining unit members will be made by the Superintendent or designee and shall be based upon the reasonable educational needs of the District. Examples of reasonable educational needs include but are not limited to:

- .1 Maintaining diversity and balance of experienced teachers at each site.
- .2 Providing a balance of experience at grade level in a given school and/or district-wide.
- .3 Providing a change in supervisory style.
- .4 Providing a balance of experience on the staff of a newly opened school.
- .5 Resolving issues centered around incompatibility with supervisors or school community.
- .6 Providing for a match of staff for shared contracts.

In the event that a reassignment is necessary, volunteers will be sought. If there are two or more volunteers who equally meet the educational needs of the District, the most senior member will be selected for reassignment. In addition, if an involuntary reassignment is necessary, the unit member with the least seniority with appropriate credentials shall be reassigned.

## **10.7 Criteria for Voluntary Transfer**

Voluntary transfer of bargaining unit members will be made by the Superintendent or designee based upon the reasonable educational needs of the District. Examples of reasonable educational needs shall be those listed in 10.6 above. If there are two or more volunteers who equally meet the educational needs of the District, the most senior unit member will be selected for voluntary transfer.

## **10.8 Criteria for Administrative Transfer**

Administrative transfer of bargaining unit members will be made by the Superintendent or designee based upon reasonable educational needs of the District. Examples of reasonable educational needs shall be those listed in 10.6 above. If there are two or more unit members who equally meet the educational needs of the District, the least senior member will be selected for an administrative transfer.

## **10.9 Special Assistance**

When a bargaining unit member is reassigned or administratively transferred to an organizational level or middle school subject area which the employee has not taught within the past three years, the District will allow a selection of one of the following options:

- .1 The unit member shall be given additional classroom materials or budget funds beyond that received by employees at the same grade level or subject area in the same school, who have taught that level or subject area recently. The value shall be no more than \$250.00 as approved by the principal.

- .2 The unit member shall be reimbursed for preparation tasks completed on site on non-work days. Such reimbursement shall be no more than \$250.00 and requires the prior approval of the Superintendent.
- .3 Tuition costs for courses taken which are directly related to the newly assigned grade level or subject area shall be reimbursed \$100.00 with prior approval by the Superintendent.

#### **10.10 Loss of Compensation**

An administrative transfer or reassignment shall not result in the loss of compensation, seniority, or any fringe benefits to a unit member. This paragraph shall not apply to members who exercise bumping rights or to members receiving a site leadership team (SLT) stipend.



## ARTICLE 11

### PERSONNEL FILE(S)

- 11.1 Each bargaining unit member shall possess the following rights with reference to his/her personnel files established and maintained at the District Office or the administrator's file at the local school sites:
- .1 Each employee shall possess the right to have the contents of his/her file disclosed to himself/herself, provided that the request is made at the time when such members is not actually required to render service to the employer.
  - .2 Unless otherwise approved by the unit member, such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
  - .3 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
  - .4 Information of a derogatory nature, except material mentioned in 11.2, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
  - .5 The member of the unit shall have the right to authorize, in writing, an Association representative to examine the member's file and to obtain a copy (except for those prohibited as cited above) of the items within the file.
  - .6 The contents of all personnel files shall be kept in the strictest confidence. Access to a unit member's personnel file shall be on a need-to-know basis.

## ARTICLE 12

### SAFETY

- 12.1 On or before the first teaching day and 20 teaching days after any change in Board policies a written description of the rights and duties of administrators and teachers with respect to student discipline, including the use of corporal punishment, student suspension, student expulsion and the rights of suspended students, all the preceding to be consistent with the Education Code, shall be presented to each bargaining unit member.
- 12.2 When, in the judgment of a teacher, a student requires the attention of the Principal, Assistant Principal, Counselor, Psychologist, Physician or other specialist, he/she shall so inform his/her Principal or Immediate Supervisor. The principal or Immediate Supervisor shall arrange as soon as possible for a conference between himself/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- 12.3 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other Immediate Supervisor who shall immediately report the incident to the police. Such notification shall be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved. When requested by the unit member, the Superintendent or his designee shall act as liaison between the teacher, the police and courts.
- 12.4 As used in this Article "in connection with their employment" shall include any voluntary activity when acting as an agent of the School District which involves student contact.
- 12.5 Unit members who feel that they are being required to work under unsafe or unhealthy conditions or to perform tasks which endanger their health and safety shall report in writing such conditions to the site administrator. If the administrator concurs that there are unsafe conditions or a health hazard, the administrator shall take appropriate steps. If costs are involved, the action(s) taken shall be within authorized District financial resources. If the reporting unit member asks in writing, he/she shall be advised in writing of the actions taken.

## ARTICLE 13

### EARLY RETIREMENT INCENTIVE PROGRAMS

#### **13.1 Early Retirement Incentive Programs (ERIP)**

This article outlines retirement incentive options available to employees. Early Retirement Incentive Programs (ERIP) provide employees who are ready and who are eligible to retire the opportunity to exercise a retirement option in addition to the STRS program.

#### **13.2 Types of Programs**

An employee may apply to participate in only one of the following programs:

- a. Consultancy Program
- b. Phased-in Early Retirement Plan

Participation in one of these programs precludes receipt of fringe benefits under Article 5, except as specifically provided in this article.

#### **13.3 Age Perimeters**

Employees who choose to participate in one of these programs shall:

- a. Be of the following ages:
  - Consultancy, 55—65 years
  - Phased-in Early Retirement Plan, 55—65 years
- b. Be employed in the District for at least ten (10) years. The ten years need not be consecutive full-time employment, but total service must be equivalent to ten full-time years at the date of entry into the program.

#### **13.4 Application Time line**

Employees who choose to participate in one of these programs shall apply on or before March 1<sup>st</sup>, prior to the beginning of the school year during which the applicant wishes to retire. Due to an unusual or unforeseen circumstance, the Governing Board may approve an application submitted after March 1<sup>st</sup>. Applicants for the Phased-in Early Retirement Plan shall meet the requirements of the law.

#### **13.5 Consultancy Program**

- a. Employees entering this program must submit, to the superintendent, a written intent to retire which is contingent upon its acceptance by the Board of Trustees. The retirement is contingent upon the acceptance by the Board of Trustees of the employee's participation in the Consultancy Program.
- b. Employees participating in this program shall enter into a written agreement with the District. The Superintendent and the employee shall mutually determine annually the consultancy services to be rendered and shall reduce to writing a description of such services. The written description shall be attached to the ERIP Agreement (Appendix E). Any change in services during the contract year shall be made only as mutually agreeable to the employee and the District.
- c. Entrance into the program is subject to review and approval of the Governing Board. The Early Retirement Incentive Program Agreement shall be a one-year contract which is renewable upon completion of the previous years' service. The ERIP Agreement may be renewed on an annual basis for up to five (5) years or until the end of the school year in which the retired employee reaches age sixty-five

(65), whichever comes first. The contract may be terminated by the District for failure to perform the assigned activity. With the specific and prior approval of the Board of Trustees, the years of service need not be consecutive.

- d. Employees in this program shall work the time necessary to complete the approved project as described in Appendix A. In no event may the District require more than thirty (30) days service per school year.
- e. Employees in this program shall be compensated at a base rate equal to their per diem at the time of retirement for up to thirty (30) days, plus medical and dental benefits at the level of coverage provided the participant at the time of his/her retirement. The benefits shall continue for up to five (5) years or until the employee reaches age 65. If the employee exits the Consultancy prior to five (5) years after retirement, these benefits revert to an amount specified in Article 5.6 of this contract. The District and the employee shall mutually agree on the schedule for per diem payments.

### **13.6 Reduced Workload Program (“Willie Brown” Program)**

- a. Program Description
  - i. Eligible unit members who are STRS members may reduce their workload from a full-time position to a part-time position that is at least 50 percent of the time required for a full-time position.
  - ii. For each school year the program participant’s workload is reduced, s/he will be paid for the reduced work schedule, but his/her CalSTRS contributions will be based on an amount s/he would have contributed had s/he worked full-time.
  - iii. For each school year the member participates in this program, the District shall contribute an amount to STRS based on the compensation the participant would have been paid had s/he worked full-time.
  - iv. The participant will receive a full year of service credit for each year s/he participates in the Reduced Workload Program.
  - v. The participant’s final compensation will be calculated based on the final compensation s/he would have earned if s/he had worked full-time.
  - vi. A written agreement between the participant and the District must be in effect prior to the start of the school term of the first school year of participation.
- b. Eligibility
  - i. Must be age 55 or older prior to the start of the school term of the first school year of participation in the program.
  - ii. Must have at least 10 years of CalSTRS service credit in the Defined Benefit Program prior to the start of the school term of the first school year of participation in the program.
  - iii. Must have been employed on a full-time basis for each of the five school years immediately preceding the first school year of participation in the program, without having a break in service.
  - iv. Service in multiple assignments cannot be aggregated for the purposes of determining full-time employment.
  - v. Approved leaves of absence and unpaid absences for personal reasons do not constitute a break in service.

c. Program Requirements

- i. Total length of participation may not exceed 10 school years.
- ii. The participant will receive the District contribution to health benefits at the level s/he would receive as a full time employee.

1/10/23

## ARTICLE 14

### EXTRA SERVICE POSITIONS

Any extra service positions created by the District for tasks not requiring direct instruction to students shall be in accordance with the following:

- 14.1 Extra service positions should be clearly described and announced to all unit members and the teachers with reemployment rights who have requested notification in advance, in such a manner that all interested applicants for the positions shall have reasonable time to make application for the positions.
- 14.2 If there are two or more applicants who equally meet the educational needs of the District or site, as determined by the administration, the most senior member will be selected.
- 14.3 The compensation for these positions shall be at the negotiated extra hire rate.

Revised 10/8/13

## ARTICLE 15

### PROCEDURES FOR GRIEVANCES

#### **15.1 Definitions**

- .1 A "grievance" is a claim that there has been a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.
- .2 A "grievant" is the unit member(s), or the Association making the claim, who are covered by the terms and conditions of this Agreement.
- .3 A "day" is any day in which the District Office of the School District is open for business.

#### **15.2 Informal Level**

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

#### **15.3 Formal Level**

- .1 Level I:
  - a. Within twenty (20) days after the knowledge and occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing, on the form mutually agreed to by the Association and the District, to the grievant's immediate supervisor.
  - b. This statement shall be a clear, concise statement of the grievance, the section of the Agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
  - c. The immediate supervisor shall communicate his/her decision in writing within ten (10) days after receipt of the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- .2 Level II:
  - a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent, within the ten (10) days after receiving a decision from Level I.
  - b. This statement shall include a copy of the original grievance and the appeal, the decision rendered, and a clear, concise statement of the reasons for appeal.
  - c. The Superintendent shall communicate his decision, in writing, to the grievant within ten (10) days after receiving the appeal. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

.3 Level III:

- a. In the event the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) working days after receipt of the decision from the Superintendent, or his designee, request in writing that the Association submit the grievance to fact finding.

The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to fact finding. If not submitted by the Association, the decision at Level II shall become final.

- b. The parties shall select a mutually acceptable fact finder. In the event they are unable to agree on a fact finder within ten (10) days of the Association's submission of the grievance to fact finding, the fact finder shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the Superintendent cannot agree on the fact finder from the list, each party shall alternately strike names until only one name remains.
- c. The fact finder shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the fact finder shall prepare a report listing the issues, the pertinent facts found at the hearing and a recommendation for resolution. This report shall be sent to the Board of Trustees, with copies to the grievant, the Association and the Superintendent. The cost of the fact finding shall be borne equally by the parties.

.4 Level IV:

- a. If, after reviewing the fact finder's report, the matter is not resolved to the satisfaction of both parties, the matter shall be referred to the Board of Trustees, within ten (10) days after receiving the fact finder's report.
- b. Upon the receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance. The decision of the Board shall be based solely on the written documents. The decision shall be rendered no later than the next regular Board of Trustees meeting which is scheduled at least twenty (20) days subsequent to the Board of Trustees' receipt of the fact finder's report.
- c. The decision of the Board of Trustees shall be binding, except that no rights of the grievant to any legal action shall be abrogated.

**15.4 Miscellaneous**

- .1 No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or by the Board against participants in the grievance procedure by reason of such participation.
- .2 A teacher may be represented in all stages of the grievance procedure by himself or, at his option, by a representative selected by the Association.
- .3 All documents, communications, and records dealing with the process of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.



- .4 The grievant and any necessary witnesses shall be granted release time with pay to attend any hearing required by this grievance procedure.
- .5 The limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.
- .6 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor. the aggrieved person shall submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II.
- .7 The effect of failure of the District to respond to a grievance appealed to a higher step shall be that the appeal is denied and the effect of the failure of the grievant or Association to appeal to the next successive level shall be that the District's decision is accepted.

## ARTICLE 16

### MANAGEMENT RIGHTS

- 16.1 It is recognized and understood that the District is bound by the specific and express terms of this Agreement. Further, to the extent that it is not so bound, the District shall retain its authority to direct, manage and control the operation of the District. This shall include, but not be limited to, the right to establish the organization of the District, direct the work of the employees, establish curriculum, build, move or modify facilities, establish staffing patterns, and contract out work. The District shall comply with state law with regard to unit member employment status.
- 16.2 In the event of an emergency the District may be required to violate certain provisions of this Agreement for the purpose of meeting the emergency for its duration. Such emergency action shall be subject to the grievance procedure.

## ARTICLE 17

### SAVINGS

- 17.1 If any provision of this Agreement is held by a Court of Competent Jurisdiction to be illegal, such provision shall be invalid but all other provisions shall continue in full force and effect.

ARTICLE 18

COMPLETION OF AGREEMENT

COMIPRIEIHENSIVE TENTATIVE AGREEMENT for 2022-  
2023 & 2023-2024

MILLER CREEK SCHOOL DISTRICT & MILLER CREEK EDUCATORS ASSN.

December 16, 2022

Article 3. Wages

Salary Schedule increase as follows:

2022-2023 8%

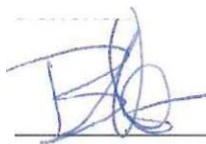
2023-2024 5%

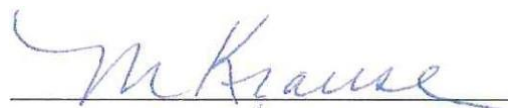
2.c. The hourly rate shall be increased to \$50.00 effective in the month after ratification of negotiations settlement. and will be increased annually beginning in 2023-2024 by any percent raise to the salary schedule.

Article 4. Hours of Employment & Article 8. Class Size - attached

Article 18. Completion of Agreement

There shall be no reopeners for the remaining term of the Agreement, through June 30, 2024, except that the parties shall, upon request of either party, review and negotiate the recommendations of the Benefits Task Force pursuant to Article 5, Health & Welfare Benefits.

  
\_\_\_\_\_  
MCS D      12/16/22

  
\_\_\_\_\_  
MCEA      12/16/22

## EXHIBIT A

### RECOGNIZED CERTIFICATED PERSONNEL UNIT

The Miller Creek School District grants voluntary recognition to the Miller Creek Educators Association as the exclusive representative of all certificated employees of said District except management, supervisory, and confidential employees, and specifically excluding the following positions:

Superintendent

Assistant Superintendents

Principals

Coordinator of Music

Acting Management Personnel

Acting Confidential Personnel

Substitute Teachers

Teacher Assistants

Student Teachers

Home Instructors employed for less than 131 hours during the school year.

Specially qualified teachers (having special qualifications not possessed by the regular staff) who serve for less than 131 hours in a school year.

Summer School Teachers

It is further agreed by and between the parties that any new position created after the date of this Agreement will be in no unit until its status is determined by either a PERB ruling concerning this District or subsequent agreement of the parties.

**EXHIBIT B  
MILLER CREEK ELEMENTARY SCHOOL DISTRICT  
CERTIFICATED TEACHERS SALARY SCHEDULE 2022-2023**

2022-2023

STEPS	CLASS III BA + 30	CLASS IV BA + 45	CLASS V BA + 60	CLASS VI BA + 75
1	63,331	63,888	64,450	67,724
2	63,888	64,450	66,649	70,417
3	64,450	66,649	69,278	73,094
4	66,649	69,278	71,927	75,790
5	69,714	71,927	74,549	78,484
6	71,927	74,549	77,197	81,165
7	74,549	77,197	79,829	83,858
8	77,197	79,829	82,474	86,552
9	77,197	82,474	85,100	89,223
10	78,608	86,591	89,238	93,483
11	78,608	86,591	91,459	96,350
12	78,608	86,591	93,506	98,518
13	78,608	86,591	95,604	100,739
14	78,608	86,591	97,754	103,015
15	78,608	86,591	99,954	105,346
16	78,608	86,591	102,211	107,735
17	78,608	86,591	104,525	110,186
18	78,608	86,591	106,893	112,693
19	78,608	86,591	109,322	115,265
20-24	79,395	87,456	110,588	116,713
25-29	79,395	87,456	113,354	119,632
30	79,395	87,456	116,187	122,622

Teacher Work Year

185.5

work days (one year only)

Extra Hire Teacher Wage

Through 12/31/22: \$38.28 per hour

Start 1/1/23: \$50.00 per hour

Fringe Allowance per day

- thru 9/30/22

63.09

- effective 10/1/22

68.09

Longevity Pay 2.5% Increase at Step 25 Classes V & VI

Additional 2.5% Increase at Step 30 Classes V & VI

\$	1,000	Annual Additional Compensation for MA
\$	1,000	Annual Additional Compensation for Doctorate
\$	1,250	Annual Additional Compensation for National Board Certification

*Approved at the 1/10/23 Board meeting (21/22 Salary Schedule + 8%)*

**EXHIBIT B  
MILLER CREEK ELEMENTARY SCHOOL DISTRICT  
CERTIFICATED TEACHERS SALARY SCHEDULE 2023-2024**

2023-2024

STEPS	CLASS III BA + 30	CLASS IV BA + 45	CLASS V BA + 60	CLASS VI BA + 75
1	66,498	67,082	67,673	71,110
2	67,082	67,673	69,981	73,938
3	67,673	69,981	72,742	76,749
4	69,981	72,742	75,523	79,580
5	73,200	75,523	78,276	82,408
6	75,523	78,276	81,057	85,223
7	78,276	81,057	83,820	88,051
8	81,057	83,820	86,598	90,880
9	81,057	86,598	89,355	93,684
10	82,538	90,921	93,700	98,157
11	82,538	90,921	96,032	101,168
12	82,538	90,921	98,181	103,444
13	82,538	90,921	100,384	105,776
14	82,538	90,921	102,642	108,166
15	82,538	90,921	104,952	110,613
16	82,538	90,921	107,322	113,122
17	82,538	90,921	109,751	115,695
18	82,538	90,921	112,238	118,328
19	82,538	90,921	114,788	121,028
20-24	83,365	91,829	116,117	122,549
25-29	83,365	91,829	119,022	125,614
30	83,365	91,829	121,996	128,753

Teacher Work Year	
186.5	
work days	
Extra Hire Teacher Wage	
\$52.50 per hour	
Fringe Allowance per day	
- thru 9/30/23	
68.09	
- effective 10/1/23	

Longevity Pay 2.5% Increase at Step 25 Classes V & VI

Additional 2.5% Increase at Step 30 Classes V & VI

\$	1,000	Annual Additional Compensation for MA
\$	1,000	Annual Additional Compensation for Doctorate
\$	1,250	Annual Additional Compensation for National Board Certification

*Approved at the 2/7/2023 Board meeting (22/23 Salary Schedule + 5%)*

**EXHIBIT B  
MILLER CREEK ELEMENTARY SCHOOL DISTRICT  
COUNSELOR AND PSYCHOLOGIST SALARY SCHEDULE 2022-2023**

2022-23

STEPS	CLASS III BA + 30	CLASS IV BA + 45	CLASS V BA + 60	CLASS VI BA + 75
1	65,369	65,944	66,523	69,903
2	65,944	66,523	68,794	72,683
3	66,523	68,794	71,506	75,446
4	68,794	71,506	74,241	78,228
5	71,957	74,241	76,947	81,009
6	74,241	76,947	79,681	83,777
7	76,947	79,681	82,398	86,556
8	79,681	82,398	85,127	89,337
9	79,681	85,127	87,837	92,094
10	81,137	89,376	92,110	96,490
11	81,137	89,376	94,402	99,450
12	81,137	89,376	96,514	101,687
13	81,137	89,376	98,680	103,980
14	81,137	89,376	100,899	106,329
15	81,137	89,376	103,170	108,735
16	81,137	89,376	105,500	111,201
17	81,137	89,376	107,887	113,732
18	81,137	89,376	110,332	116,318
19	81,137	89,376	112,838	118,974
20-24	81,949	90,270	114,146	120,469
25-29	81,949	90,270	117,001	123,480
30	81,949	90,270	119,925	126,567

Counselor Work Year

191.5

work days (one year only)

Psychologist Work Year

191.5

work days (one year only)

Extra Hire Teacher Wage

Through 12/31/22: \$38.28 per hour

Start 1/1/23: \$50.00 per hour

Fringe Allowance per day

- thru 9/30/22

63.09

- effective 10/1/22

68.09

Longevity Pay 2.5% Increase at Step 25 Classes V & VI

Additional 2.5% Increase at Step 30 Classes V & VI

\$	1,000	Annual Additional Compensation for MA
\$	1,000	Annual Additional Compensation for Doctorate
\$	1,250	Annual Additional Compensation for National Board Couns-Psychification
\$	2,942	Annual Stipend for Counselor
\$	2,942	Annual Stipend for Psychologist

*Approved at the 1/10/23 Board meeting (21/22 Salary Schedule + 8%)*



**EXHIBIT B  
MILLER CREEK ELEMENTARY SCHOOL DISTRICT  
COUNSELOR AND PSYCHOLOGIST SALARY SCHEDULE 2023-2024**

2023-2024

STEPS	CLASS III BA + 30	CLASS IV BA + 45	CLASS V BA + 60	CLASS VI BA + 75
1	68,637	69,241	69,849	73,398
2	69,241	69,849	72,234	76,317
3	69,849	72,234	75,081	79,218
4	72,234	75,081	77,953	82,139
5	75,555	77,953	80,794	85,059
6	77,953	80,794	83,665	87,966
7	80,794	83,665	86,518	90,884
8	83,665	86,518	89,383	93,804
9	83,665	89,383	92,229	96,699
10	85,194	93,845	96,716	101,315
11	85,194	93,845	99,122	104,423
12	85,194	93,845	101,340	106,771
13	85,194	93,845	103,614	109,179
14	85,194	93,845	105,944	111,645
15	85,194	93,845	108,329	114,172
16	85,194	93,845	110,775	116,761
17	85,194	93,845	113,281	119,419
18	85,194	93,845	115,849	122,134
19	85,194	93,845	118,480	124,923
20-24	86,046	94,784	119,853	126,492
25-29	86,046	94,784	122,851	129,654
30	86,046	94,784	125,921	132,895

Counselor Work Year
192.5

work days

Psychologist Work Year
192.5

work days

Extra Hire Teacher Wage
\$52.50 per hour

Fringe Allowance per day
- thru 9/30/23
68.09
- effective 10/1/23

Longevity Pay 2.5% Increase at Step 25 Classes V & VI

Additional 2.5% Increase at Step 30 Classes V & VI

\$	1,000	Annual Additional Compensation for MA
\$	1,000	Annual Additional Compensation for Doctorate
\$	1,250	Annual Additional Compensation for National Board Couns-Psychification
\$	2,942	Annual Stipend for Counselor
\$	2,942	Annual Stipend for Psychologist

Approved at the 2/7/2023 Board meeting (22/23 Salary Schedule + 5%)

**EXHIBIT C**

**EVALUATION**

**SEE HANDBOOK**

# EXHIBIT D 2023-2024 SCHOOL CALENDAR

## Miller Creek School District STUDENT CALENDAR FOR 2023-2024

<b>School Start &amp; Dismissal Times</b>									
LVE, MES, VAL Grades 1-5: 8:19-2:35/ *Wednesday Dismissal: 1:50 LVE, MES, VAL TK/Kindergarten: 8:19-1:25/ Wednesday Dismissal: 1:50. <b>(TK/K Minimum Day Dismissal at 11:50 Aug. 22 to Sept.1) LVE,</b> MES, VAL Conference Week/ Minimum Day Dismissal: 1:25 Miller Creek Grades 6-8: 8:00-2:56 6-8 Conference Week/ Min Day Dismissal 12:00 Wednesday Dismissal 1:20									
Month	M	T	W*	T	F	Total Stu Days	Total Tchr Days	Calendar Details	
August 2023		1	2	3	4	8	11	August 17-21 : (Non-Student Days)	
	7	8	9	10	11			August 22: First Day of School (TK-5 Dismissal 1:50/ 6-8 Dismissal 1:20 )	
	14	15	16	17	18			August 22-23: (TK-5 Dismissal 1:50/ 6-8 Dismissal 1:20 )	
	21	22	23	24	25			August 30 : TK-5 Back to School Night	
	28	29	30	31				August 31 : 6-8 Back to School Night	
September 2023					1	20	20		
	4	5	6	7	8			Sept. 4: Labor Day Holiday	
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29				
October 2023	2	3	4	5	6	22	22		
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27				
	30	31							
November 2023			1	2	3	14	16	November 1: Professional Development Day (Non-Student Day)	
	6	7	8	9	10			November 10 : Veteran's Day (Non-Student Day)	
	13	14	15	16	17			November 13-16 TK-5 Conference Days (1:25 Dismissal)	
	20	21	22	23	24			November 15-16: 6-8 Conference Days (12:00 Dismissal)	
	27	28	29	30				November 17- Full Conference Day (Non-Student Day) November 20-24: Thanksgiving Recess	
December 2023					1	15	15		
	4	5	6	7	8			December 22: non student day/local recess	
	11	12	13	14	15			December 22 -January 5 Winter Recess	
	18	19	20	21	22				
	25	26	27	28	29				
January 2024	1	2	3	4	5	17	17	Jan. 1: New Year's Day Holiday	
	8	9	10	11	12			Jan. 8: School Resumes	
	15	16	17	18	19			Jan. 15: MLK Holiday	
	22	23	24	25	26				
	29	30	31						
February 2024				1	2	16	16		
	5	6	7	8	9			February 19-23: Mid Winter Recess	
	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29				Feb. 29-Leap Year	
March 2024					1	20	21		
	4	5	6	7	8			March 11 : Staff Development Day: (Non-Student Day)	
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29				
April 2024	1	2	3	4	5	17	17		
	8	9	10	11	12			April 8-12 : Spring Recess	
	15	16	17	18	19				
	22	23	24	25	26				
	29	30							
May 2024			1	2	3	22	22		
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24			May 27: Memorial Day Holiday	
	27	28	29	30	31				
June 2024	3	4	5	6	7	9	9.5	June 12 (6-8 Dismissal 12:00 )	
	10	11	12	13	14			June 13 Last Day of School (TK-5 Dismissal 1:50/ 6-8 Dismissal 12:00 )	
	17	18	19	20	21			June 14 :½ Teacher Work Day	
								June 17-18: Climate Impact Days	

180 186.5

Board Approved 3-14-23

## APPENDIX E

### EARLY RETIREMENT INCENTIVE PROGRAM

#### EMPLOYMENT AGREEMENT

WHEREAS, the MILLER CREEK SCHOOL DISTRICT, of Marin County, California, hereinafter referred to as "District" desires to employ hereinafter referred to as "Employee" under the provisions of Education Code Section 23919; and

WHEREAS, pursuant to Education Code 23919, any retirant who is retired from service may be employed in a portion requiring certification qualifications providing he/she is not paid more than the maximum amount earnable under said statute in any one fiscal year of such employment; and

WHEREAS, pursuant to Education Code Section 35046, Employee has applied for and been accepted in the District's Early Retirement Incentive Program and agrees to be bound by all the terms and conditions of the program; and

WHEREAS, Employee is a holder of a valid California Credential which qualifies Employee to perform services in accord with his/her agreement.

NOW, THEREFORE, be it hereby agreed as follows:

1. Employee agrees to furnish to District those services as described in the proposal attached hereto and incorporated herein as though set out in full.
2. Employee agrees to complete services as described in the attached proposal on or before \_\_\_\_\_ but no later than June 30. In the event the allotted time is insufficient, those services not completed will be continued into the next school year.
3. Employees in this program shall be compensated at the base rate of their per diem at the time of retirement, plus a dollar amount equal to the cost of medical and dental benefits at the level of coverage provided the participant at the time of his/her retirement.
4. The benefit payments shall continue for up to five (5) years or until the employee reaches age 65, if the employee completes a three year consultancy.
5. The District and the Employee shall mutually determine a schedule of payments, which shall be set forth in writing, to wit:  

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6. The contract may be terminated by the District for failure to perform the assigned activity.
7. The parties hereby agree that as part of the consideration for this contract, District will renew this contract annually for up to five (5) years, such renewal to be contingent upon all of the following criteria:
8. District shall provide worker's compensation insurance for services rendered under this agreement.

9. District will make payroll deductions for appropriate Federal and State income tax withholdings.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_, Employee of Miller Creek School  
District of Marin County.

Employee's Address:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Board of Trustees President  
MILLER CREEK SCHOOL DISTRICT

By \_\_\_\_\_

Superintendent  
MILLER CREEK SCHOOL DISTRICT

Revised 4/99

EARLY RETIREMENT INCENTIVE PROGRAM (ref. Article 13.5)

**DESCRIPTION OF SERVICES**

(To be attached to APPENDIX A; attach additional pages as necessary)

Employee: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX F**

**MILLER CREEK SCHOOL DISTRICT  
ADMINISTRATIVE REGULATION 4161.8:  
FAMILY CARE AND MEDICAL LEAVE**

## Regulation 4161.8: Family Care And Medical Leave

Status: ADOPTED

Original Adopted Date: 08/01/2013 | Last Revised Date: 06/23/2020 | Last Reviewed Date: 06/23/2020

The district shall not deny any eligible employee the right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) nor restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945.2; 2 CCR 11094; 29 USC 2615)

## Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days



- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a healthcare provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

## Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

## Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the

date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)

## Use / Substitution of Paid Leave

An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

## Intermittent Leave / Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

## Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the

Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

## Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within

five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

## Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work. The certification shall address the employee's ability to perform the essential functions of his/her job.

## Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

## Maintenance of Benefits / Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose.

However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

## Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, rest

and recuperation leave during deployment

7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

## Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following
  - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
  - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
  - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
  - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

## Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
  - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
  - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
  - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
  - d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
  - e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
  - f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
  - g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)



## Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State References

	Description
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions - <a href="https://simbli.eboardsolutions.com/SU/GplusgYNhBplus6hlimWMYAUhwJw==">https://simbli.eboardsolutions.com/SU/GplusgYNhBplus6hlimWMYAUhwJw==</a>
2 CCR 11087-11098	California Family Rights Act - <a href="https://simbli.eboardsolutions.com/SU/abM0slshHCKrMbGboplusCdDilag==">https://simbli.eboardsolutions.com/SU/abM0slshHCKrMbGboplusCdDilag==</a>
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Fam. Code 300	Definition of marriage
Gov. Code 12926	Definitions
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 12945.6	Parental leave
Gov. Code 12946	Fair employment and Housing Act: discrimination prohibited

### Federal References

	Description
1 USC 7	Definition of marriage and spouse - <a href="https://simbli.eboardsolutions.com/SU/znal4bZkEoCQ5lLKxeKqGw==">https://simbli.eboardsolutions.com/SU/znal4bZkEoCQ5lLKxeKqGw==</a>
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

### Management Resources References

	Description
Court Decision	Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864
Court Decision	Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045
Court Decision	United States v. Windsor, (2013) 699 F.3d 169
U.S. Department of Labor Publication	Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
Website	CSBA District and County Office of Education Legal Services - <a href="https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsishXk6R5akQ==">https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsishXk6R5akQ==</a>
Website	U.S. Department of Labor, FMLA - <a href="https://simbli.eboardsolutions.com/SU/gTctHyc7Ra9nNTUgNmxAhw==">https://simbli.eboardsolutions.com/SU/gTctHyc7Ra9nNTUgNmxAhw==</a>
Website	California Civil Rights Department - <a href="https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLyl8K40jw==">https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLyl8K40jw==</a>

### Cross References

### Description

0410 Nondiscrimination In District Programs And Activities -  
<https://simbli.eboardsolutions.com/SU/yDEoi651qlzshGLZFsadPQ==>

0470 COVID-19 Mitigation Plan -  
<https://simbli.eboardsolutions.com/SU/FU8NPyeWTSX0slshxkknuyblw==>

1113 District And School Web Sites -  
<https://simbli.eboardsolutions.com/SU/wTMf9UZWFro7t3GI3kODYQ==>

1113 District And School Web Sites -  
<https://simbli.eboardsolutions.com/SU/dDlwwU7xTxktpaoFB65Csw==>

2121 Superintendent's Contract -  
<https://simbli.eboardsolutions.com/SU/i51ze1kbmlmByGO6sM6qQw==>

4030 Nondiscrimination In Employment -  
<https://simbli.eboardsolutions.com/SU/AZBfGZAplusTyapKYwiUlJB0w==>

4030 Nondiscrimination In Employment -  
<https://simbli.eboardsolutions.com/SU/0mVwZkmY1NQKplusTfslshtGkfQ==>

4032 Reasonable Accommodation -  
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4033 Lactation Accommodation -  
<https://simbli.eboardsolutions.com/SU/0CQplus14K5NWgJ4plus7wpOK8A==>

4112.2 Certification -  
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4112.2 Certification -  
<https://simbli.eboardsolutions.com/SU/bsGCgibtLxyZXDaplusjdWebw==>

4112.4 Health Examinations -  
<https://simbli.eboardsolutions.com/SU/IWmuwsmhdEfvNX66plusBE9Xg==>

4112.42 Drug And Alcohol Testing For School Bus Drivers -  
<https://simbli.eboardsolutions.com/SU/f17qslshBlEBAU99XhJ7OPOAA==>

4112.42 Drug And Alcohol Testing For School Bus Drivers -  
<https://simbli.eboardsolutions.com/SU/j5r9vVNnzIWSVI2v8dQDvQ==>

4112.9 Employee Notifications -  
<https://simbli.eboardsolutions.com/SU/TDtTvQdYeAVslshxcv58dRmjQ==>

4112.9-E PDF(1) Employee Notifications -  
<https://simbli.eboardsolutions.com/SU/LzjLrCPlfSGAaRcxplussrIDQ==>

4113.4 Temporary Modified/Light-Duty Assignment -  
<https://simbli.eboardsolutions.com/SU/aBIDMkvpmfKlycm6kiU4aw==>

4117.3 Personnel Reduction -  
<https://simbli.eboardsolutions.com/SU/V9BVhThcPUC3sbveCn6Ang==>

4141 Collective Bargaining Agreement -  
<https://simbli.eboardsolutions.com/SU/i42jMSV100sjNOKhuVIlBg==>

4154 Health And Welfare Benefits -  
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4154 Health And Welfare Benefits -  
<https://simbli.eboardsolutions.com/SU/BoUANPaiNBVcxc3slshYNSb9g==>

4161 Leaves - <https://simbli.eboardsolutions.com/SU/zkj2ONGqCMLyIHscYFx22A==>

4161 Leaves - <https://simbli.eboardsolutions.com/SU/6NmPse49FmQRgHEUjFHskQ==>

4161.1 Personal Illness/Injury Leave -  
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4161.2 Personal Leaves -  
<https://simbli.eboardsolutions.com/SU/OSdo7cpE9qslshplumlo1ssGI4w==>

4161.9	Catastrophic Leave Program - <a href="https://simbli.eboardsolutions.com/SU/uKSqwgKyojyg8D4rNfAjxw==">https://simbli.eboardsolutions.com/SU/uKSqwgKyojyg8D4rNfAjxw==</a>
4212.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/PpQ1plusWU7plusMvQyiS8lbpsA==">https://simbli.eboardsolutions.com/SU/PpQ1plusWU7plusMvQyiS8lbpsA==</a>
4212.42	Drug And Alcohol Testing For School Bus Drivers - <a href="https://simbli.eboardsolutions.com/SU/WvFoYjerRqA6w9MOWtStg==">https://simbli.eboardsolutions.com/SU/WvFoYjerRqA6w9MOWtStg==</a>
4212.42	Drug And Alcohol Testing For School Bus Drivers - <a href="https://simbli.eboardsolutions.com/SU/1bKLOjEAXaNew0HvLh412A==">https://simbli.eboardsolutions.com/SU/1bKLOjEAXaNew0HvLh412A==</a>
4212.9	Employee Notifications - <a href="https://simbli.eboardsolutions.com/SU/xn239rslshSFP6f6LAgUBKviw==">https://simbli.eboardsolutions.com/SU/xn239rslshSFP6f6LAgUBKviw==</a>
4212.9-E PDF(1)	Employee Notifications - <a href="https://simbli.eboardsolutions.com/SU/3ZG6GpdPplus3OuGt7xne0Rfw==">https://simbli.eboardsolutions.com/SU/3ZG6GpdPplus3OuGt7xne0Rfw==</a>
4213.4	Temporary Modified/Light-Duty Assignment - <a href="https://simbli.eboardsolutions.com/SU/HmCGPqJEH8wRlCzplusr2iLDw==">https://simbli.eboardsolutions.com/SU/HmCGPqJEH8wRlCzplusr2iLDw==</a>
4217.3	Layoff/Rehire - <a href="https://simbli.eboardsolutions.com/SU/LEMaVDyOdmqn3afYK5JcMQ==">https://simbli.eboardsolutions.com/SU/LEMaVDyOdmqn3afYK5JcMQ==</a>
4241	Collective Bargaining Agreement - <a href="https://simbli.eboardsolutions.com/SU/ibK25Bjz6rnDMdtH9zxi9g==">https://simbli.eboardsolutions.com/SU/ibK25Bjz6rnDMdtH9zxi9g==</a>
4254	Health And Welfare Benefits - <a href="https://simbli.eboardsolutions.com/SU/vE7pVPAo5WLjzZmszAGwkg==">https://simbli.eboardsolutions.com/SU/vE7pVPAo5WLjzZmszAGwkg==</a>
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4259	Employee Assistance Programs - <a href="https://simbli.eboardsolutions.com/SU/5ySslsh2RfPUzwhkntSQ3mG8g==">https://simbli.eboardsolutions.com/SU/5ySslsh2RfPUzwhkntSQ3mG8g==</a>
4261	Leaves - <a href="https://simbli.eboardsolutions.com/SU/PGamFEIBIXn4VCoN0RdwSg==">https://simbli.eboardsolutions.com/SU/PGamFEIBIXn4VCoN0RdwSg==</a>
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4261.1	Personal Illness/Injury Leave - <a href="https://simbli.eboardsolutions.com/SU/PdO0qtH7lltwtslshdH445Xhg==">https://simbli.eboardsolutions.com/SU/PdO0qtH7lltwtslshdH445Xhg==</a>
4261.2	Personal Leaves - <a href="https://simbli.eboardsolutions.com/SU/Px2GEHiESCO3hFf0mchn8w==">https://simbli.eboardsolutions.com/SU/Px2GEHiESCO3hFf0mchn8w==</a>
4261.9	Catastrophic Leave Program - <a href="https://simbli.eboardsolutions.com/SU/iFMuJprZ9A0p2ZXVxAKpSw==">https://simbli.eboardsolutions.com/SU/iFMuJprZ9A0p2ZXVxAKpSw==</a>
4312.4	Health Examinations - <a href="https://simbli.eboardsolutions.com/SU/pTDsvG2xR9N003jshksc5tcw==">https://simbli.eboardsolutions.com/SU/pTDsvG2xR9N003jshksc5tcw==</a>
4312.42	Drug And Alcohol Testing For School Bus Drivers - <a href="https://simbli.eboardsolutions.com/SU/lfFIZJEGrXTVaXDNmrL6yw==">https://simbli.eboardsolutions.com/SU/lfFIZJEGrXTVaXDNmrL6yw==</a>
4312.42	Drug And Alcohol Testing For School Bus Drivers - <a href="https://simbli.eboardsolutions.com/SU/slsh0JS8Tplusnx0qze1vhehQd9g==">https://simbli.eboardsolutions.com/SU/slsh0JS8Tplusnx0qze1vhehQd9g==</a>
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4313.4	Temporary Modified/Light-Duty Assignment - <a href="https://simbli.eboardsolutions.com/SU/kJW9IKv9XK2mHudNcrXJbw==">https://simbli.eboardsolutions.com/SU/kJW9IKv9XK2mHudNcrXJbw==</a>
4354	Health And Welfare Benefits - <a href="https://simbli.eboardsolutions.com/SU/QWMC4auPBKyl1tvigigogdg==">https://simbli.eboardsolutions.com/SU/QWMC4auPBKyl1tvigigogdg==</a>
4354	Health And Welfare Benefits - <a href="https://simbli.eboardsolutions.com/SU/k1EpaZHfJfhSVaVUNqwf3Q==">https://simbli.eboardsolutions.com/SU/k1EpaZHfJfhSVaVUNqwf3Q==</a>

- 4359 Employee Assistance Programs -  
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- 4361 Leaves -  
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- 4361 Leaves -  
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- 4361.1 Personal Illness/Injury Leave -  
<https://simbli.eboardsolutions.com/SU/eHjC2pplus87bxy2slshBzdUi5wW==>
- 4361.2 Personal Leaves -  
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=](https://simbli.eboardsolutions.com/SU/kyxS8B333RXr9hoGQsCQslshg==)
- 4361.9 Catastrophic Leave Program -  
<https://simbli.eboardsolutions.com/SU/EKyilfi2E4GOpk5atjiYjw==>

## APPENDIX G

### PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

#### PAR PANEL INFORMATION

PAR Panel teacher candidates shall meet the following qualifications:

1. Be a permanent classroom teacher who has the ability to work cooperatively and effectively with others;
2. Possess substantial recent experience in classroom instruction;
3. Demonstrate exemplary teaching ability which includes effective communication skills, subject matter knowledge and a mastery of a range of teaching strategies to meet pupil needs in different contexts; demonstrate strength in instructional strategies, classroom management, planning, and organization for teaching, and principles of learning.

The PAR Panel shall establish a meeting schedule by October 1<sup>st</sup> each year. A majority of members must be present to hold a meeting. The Panel shall make decisions by an affirmative vote of at least five members.

The PAR Panel shall be responsible for the following:

1. Adopt Rules and Procedures to effect the provisions of this program. Said Rules and Procedures will be consistent with the provisions of this agreement, and to the extent there is an inconsistency, the agreement will prevail;
2. Receive necessary training to implement the PAR and BTSA program;
3. Select PAR and BTSA Support Provider prior to the beginning of the school year, depending upon need;
4. Mediate a conflict resolution process between a New Teacher and a Support Provider. The panel member documents the process on a conflict resolution form and submits the form to the PAR Panel within 2 weeks of the conflict resolution meeting date.
5. Plan and conduct the New Teacher Orientation meeting / luncheon.
6. Act as a Support Provider for New to District teachers who do not qualify for the BTSA Program.
7. Review the final reports prepared by the Support Provider and make written recommendations to the Governing Board regarding the Referred Teacher's progress in the PAR Program. Only the PAR Panel's written recommendation shall be made available for placement in the Referred Teacher's personnel file;
8. Evaluate the Support Provider and may remove the Support Provider. Reasons for removal may include: the specific needs of the PAR Program, inadequate performance of the Support Provider or a breach of confidentiality. Removal shall be the sole discretion of the PAR Panel. Prior to the effective date of such removal, the

PAR Panel shall provide the Support Provider with a written statement of the reason(s) for removal and shall meet with the Support Provider to discuss the reason(s) upon request.

9. Annually submit a proposed budget to the superintendent for board approval.
  10. Conduct an annual review of the PAR program.
- All proceedings and materials related to evaluations, reports and all personnel matters shall be strictly confidential. Therefore, the PAR Panel members and Consulting Teachers may disclose such information only as necessary to administer the article. Such confidential information may be disclosed only to the Referred Teacher's administrator, the PAR Panel, the Governing Board and the teacher. Each member shall annually sign a confidentiality statement.
  - Indemnity: The District will defend and indemnify Support Providers against claims arising out of their good faith performance of duties under this Article. Support providers who act pursuant to the program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.
  - PAR Panel members shall receive stipends for their participation.

**MILLER CREEK SCHOOL DISTRICT****PEER ASSISTANCE AND REVIEW (PAR)**

The Miller Creek Educators Association (MCEA) and the Miller Creek School District (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers involved in the program whether as voluntary or referred are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. PAR shall use as its professional model the California Standards for the Teaching Profession (CSTP). Peer assistance will be provided to non-permanent teachers through the Beginning Teacher Support and Assessment (BTSA) program.

**I. Definitions**

- A. **PAR Panel** serves as the governing body of the PAR program.
- B. **Support Provider** is a teacher who provides assistance to Referred Participating Teachers, Volunteer Participating Teachers, Beginning Teachers (BTSA) and New to the District teachers (NTD) pursuant to the PAR program.
- C. **Referred Teacher** is a teacher with permanent status who receives assistance to improve his/her instructional techniques or methodology and/or subject matter knowledge as a result of an unsatisfactory final evaluation (two "needs improvement" in CTSP Standards 1-5).
- D. **Volunteer Teacher** is a teacher with permanent status who volunteers to participate in the PAR program.
- E. **Beginning Teacher** is a nonpermanent teacher with less than two full years of fully credentialed teaching experience.
- F. **Teacher New to District** is a teacher with over two years of teaching experience but new to the Miller Creek District.

**II. PAR Panel**

- A. A PAR Program is administered by a panel, which is composed of six members, two administrators to be selected by the District administration and four classroom teachers, one from each school site.
  - 1. Panel members shall be chosen no later than October 1<sup>st</sup> of a selection year.
  - 2. The PAR Panel is responsible for selecting one classroom teacher per site to serve as a PAR Panel member. A letter of interest shall be submitted to the Panel by May 15<sup>th</sup>. The Panel will notify selected teachers by June 1<sup>st</sup>. Panel members shall serve for two concurrent years.

3. The Superintendent shall appoint the administrator panel members. At least one administrator panel member shall be a site administrator. Administrators shall serve for two concurrent years.
  4. The District shall designate a secretary to provide secretarial and clerical support to the panel.
  5. Panel members will participate in training as required by PAR guidelines to understand the PAR and BTSA program as well as formative assessment.
- B. PAR Panel teacher candidates shall meet the following qualifications:
1. Be a permanent classroom teacher who has the ability to work cooperatively and effectively with others;
  2. Possess substantial recent experience in classroom instruction;
  3. Demonstrate exemplary teaching ability which includes effective communication skills, subject matter knowledge and a mastery of a range of teaching strategies to meet pupil needs in different contexts; demonstrate strength in instructional strategies, classroom management, planning and organization for teaching, and principles of learning;
  4. Possess EL certification (CLAD, SDAIE);
  5. The PAR Panel recognizes that a conflict of interest situation may arise if a PAR Panel member is also a MCEA officer. In this situation, the PAR Panel member will refer the teacher to another MCEA officer/representative.
- C. The PAR Panel shall establish a meeting schedule by October 1<sup>st</sup> each year. A majority of members must be present to hold a meeting. The Panel shall make decisions by an affirmative vote of at least five members.
- D. The PAR Panel shall be responsible for the following:
1. Adopt Rules and Procedures to effect the provisions of this program. Said Rules and Procedures will be consistent with the provisions of this agreement, and to the extent there is an inconsistency, the agreement will prevail;
  2. Receive necessary training to implement the PAR and BTSA program;
  3. Select PAR and BTSA Support Provider's prior to the beginning of the school year, depending upon need;
  4. Mediate a conflict resolution process between a New Teacher and a Support Provider. The panel member documents the process on a conflict resolution form and submits the form to the PAR Panel within 2 weeks of the conflict resolution meeting date.
  5. Plan and conduct the New Teacher Orientation meeting/luncheon.
  6. Act with the administrator and grade level team to provide support to New to District teachers who do not qualify for the BTSA Program. (i.e. Provide meetings that cover topics such as Back to School Night, Open House, Report Card, State Tests, and Emergency Procedures)



7. Review the final reports prepared by the Support Provider and make written recommendations to the Governing Board regarding the Referred Teacher's progress in the PAR Program. Only the PAR Panel's written recommendation shall be made available for placement in the Referred Teacher's personnel file;
  8. Evaluate the Support Provider and may remove the Support Provider. Reasons for removal may include the specific needs of the PAR Program, inadequate performance of the Support Provider or a breach of confidentiality. Removal shall be the sole discretion of the PAR Panel. Prior to the effective date of such removal, the PAR Panel shall provide the Support Provider with a written statement of the reason(s) for removal and shall meet with the Support Provider to discuss the reason(s) upon request.
  9. Annually submit a proposed budget to the superintendent for board approval.
  10. Conduct an annual review of the PAR program.
- E. All proceedings and materials related to evaluations, reports, and all personnel matters shall be strictly confidential. Therefore, the PAR Panel members and Consulting Teachers may disclose such information only as necessary to administer the article. Such confidential information may be disclosed only to the Referred Teacher's administrator, the PAR Panel, the Governing Board, and the teacher. Each member shall annually sign a confidentiality statement.
- F. Indemnity: The District will defend and indemnify Support Providers against claims arising out of their good faith performance of duties under this Article. Support providers who act pursuant to the program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.
- G. Non-Management/Supervisory Status: Functions performed by teacher PAR Panel members pursuant to the program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.
- H. PAR Panel members shall receive stipends for their participation.

### **III. Support Provider**

- A. Classroom teachers shall file an application to become a Support Provider as needed and shall meet the following qualifications:
1. Have knowledge of New Teacher development.
  2. Have substantial recent teaching experience including completed EL certification.
  3. Have knowledge of the state-adopted academic content and standards and performance levels for students, state-adopted

- curriculum frameworks, and the California Standards for the Teaching Profession.
4. Have willingness to participate in professional training to acquire the knowledge and skills needed to be an effective support provider.
  5. Have willingness to engage in formative assessment processes, including non-evaluative, reflective conversations about formative assessment evidence with New Teachers.
  6. Have willingness to share instructional ideas and materials with New Teachers.
  7. Have willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity.
  8. Have effective interpersonal and communication skills.
  9. Have willingness to work with New Teachers.
  10. Have a demonstrated commitment to personal professional growth and learning.
  11. Have a willingness and ability to be an excellent professional role model.
  12. Maintain a cooperative relationship in the PAR process with the site administrator.
  13. Not be a member of the PAR Panel.
- B. Support Providers shall be appointed for a two-year term subject to need and annual renewal. Support Providers shall be selected by a minimum vote of five PAR Panel members.
- C. PAR Support Providers shall prepare at least two peer review reports and a final summary report per school year on the Referred Teacher they assist. These reports shall contain a record of the events and observations, which have occurred between Support Provider and Referred Teacher and shall not be evaluative. They shall be submitted to the PAR Panel, the site administrator of the Referred Teacher and the Referred Teacher, and shall not be made available for placement in the personnel file.
- D. Stipends and Caseload
1. The Support Provider shall be paid a yearly stipend in accordance with BTSA guidelines as the District budget allows. Stipends are based on full-year participation of staff. If staff participates for less than one full year, stipends will be pro-rated.
  2. No more than one Referred Teacher may be assigned to a Support Provider who is a full-time teacher on an annual basis.
  3. A Support Provider may be assigned one or two Beginning Teachers (BTSA), or two Voluntary Teachers. There is no cap on the number of New to District teachers a Support Provider may be assigned.
- E. Posting and Application: There shall be an annual announcement (April Staff Meeting) and posting for the position of Support Provider at all sites and in the District Office.

In filling for a position of Support Provider, each applicant is required to submit three names of individuals with specific knowledge of his or her expertise, as follows:

1. A building principal or immediate supervisor.
2. Two other classroom teachers, one of which must be at the applicant's site, and one of which must be an Association member.

All applications and references shall be treated with confidentiality. Applications are due by April 30.

Support Providers shall be selected by a minimum vote of five PAR Panel members.

#### **IV. Referred Teacher**

- A. By May 10, the administrator who authored the does not meet evaluation shall refer the Referred Teacher to the PAR Panel. The administrator shall provide the PAR Panel with a copy of the does not meet evaluation (AP-2), together with appropriate supporting documentation. A copy of the referral packet shall be sent to the Referred Teacher and the Support Provider. The PAR Panel shall review the referral packet including the does not meet evaluation and supporting documentation. It may also interview the referring administrator and the teacher being referred. Based on the needs of the teacher, the PAR Panel shall determine the nature of assistance which the Support Provider shall provide.
- B. Preparation of the Referred Teacher Assistance Plan:
  1. As soon as possible after assignment, the Support Provider shall review the referring packet for the Referred Teacher. Thereafter, the Support Provider shall meet with the Referred Teacher and the site principal together or separately, as appropriate, to review the employee's performance and recommendations for improvement. The Support Provider will then prepare a written Assistance Plan aimed at remedying the deficiencies which were cited in the Referred Teacher's does not meet evaluation. The plan will be submitted to the PAR Panel for final development and approval.
  2. The Assistance Plan will include multiple observations of the Referred Teacher by the Support Provider and both pre observation and post observation conferences will be held. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement.
  3. The Support Provider will prepare and discuss with the PAR Panel periodic reports of the Referred Teacher's participation in the program and progress. The Support Provider's report shall include an assessment as to whether the Referred Teacher Assistance Plan can be discontinued, whether the plan needs revision, or whether the plan needs to be extended beyond its original projected term.

4. At the May PAR meeting, the Support Provider shall make a final report to the PAR Panel. The Final Report shall not constitute the District's evaluation of the employee's performance but, in the case of a Referred Teacher, shall be considered by the site administrator in preparing any evaluation document or proposing any personnel action.

C. Referred Teachers shall be provided:

1. Multiple PAR Support Provider observations during classroom instruction including both pre and post observation conferences.
2. Reasonable training and other support as needed to assist improvement in teaching skills and knowledge.
3. A Support Provider (SP) who is assigned by the PAR Panel. If a pool of SPs exists, the PAR Panel shall provide participating permanent teachers with a list of available SPs. The permanent teacher may indicate the SP that he/she prefers, but the PAR Panel shall not be bound by the preference. The PAR Panel shall notify the permanent teacher, his/her supervisors, and the SP in writing that the permanent teacher is participating in PAR and of the SP who has been appointed.
4. Performance goals for participating teachers in writing, clearly stated, aligned with subject matter knowledge and/or instructional techniques or strategies and consistent with Education Code section 44662 (Stull Bill provision) and CSTP. The goals will be submitted to the PAR Panel for final development and approval.
5. The right to submit a written response within 20 days and have it attached to any report by the Support Provider and/or PAR Panel.
6. The right to request a meeting with the PAR Panel with the right to have representation.
7. A copy of the final report shall be included in the Referred Teacher's personnel file after he or she has had an opportunity to review and comment on it.

**V. Volunteer Teacher**

- A. The PAR Panel shall determine the number of Volunteer Teachers admitted into the program each year.
- B. The purpose of participation in the PAR program for the Volunteer Teacher is for peer assistance only. For participation in the program, the unit member must volunteer by May 1<sup>st</sup> of the prior school year. This program depends upon Support Provider and funding availability. When the volunteer applies to the program, he/she shall provide the PAR Panel with an initial draft of the goals, which he/she would like to accomplish by participation in PAR. The PAR Panel will review the application and will determine the nature and the level of support to be offered to the Volunteer Teacher. If a Support Provider is assigned to the Volunteer Teacher, the Support Provider shall maintain a log of assistance, which shall be provided to the PAR Panel and the Volunteer. It shall not be placed in the Volunteer's personnel file unless the

Volunteer so requests. All communications between the Volunteer Teacher and the Support Provider shall be confidential.

- C. The Volunteer Teacher may terminate his/her participation in the PAR program at any time.
- D. All communication between the Support Provider and the Volunteer Teacher shall be confidential and, without the written consent of the Volunteer Teacher, shall not be shared with others, including the site principal, the evaluator, or the PAR Panel.
- E. If a teacher feels they need PAR support after the May 1st voluntary referral deadline, he/she should contact their PAR Panel representative in order to establish a support plan for the remainder of the year and the following year if necessary. PAR Panel representative will submit the support plan to the PAR Panel.

## **VI. Program Budget**

- A. The total annual expenses of the programs in the Article shall not exceed the District's revenue for that year for the PAR Program. The PAR Panel shall work with the Business Manager and submit a proposed budget to the superintendent for Board approval. The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration:
  - 1. the number of Support Providers which will be required in the coming year in light of the projected level of participation in the program;
  - 2. the cost of augmenting the BTSA program adequately to support beginning teachers;
  - 3. the recommendations for improvement of PAR which is made in the annual report to the Board; and
  - 4. other relevant factors.
- B. Revenues for this program shall be used for PAR, BTSA, and/or professional development or other educational activities.

## **VII. Annual Evaluation of Program**

The PAR Panel shall evaluate annually the impact of PAR/BTSA in order to improve PAR. The review and evaluation may include interviews or surveys of PAR/BTSA participants, principals, and others as deemed appropriate. The PAR Panel shall submit this annual evaluation in writing, including any recommendations for improvement, to the Board and the Association no later than June 30.

## **VIII. Summary**

- A. The program should be designed so that participants shall expect and are strongly encouraged to have a cooperative relationship between the

Consulting Teacher and the principal/evaluator with respect to the process of PAR. The principal shall retain the responsibilities for evaluation pursuant to MCEA Bargaining Agreement.

- B. MCEA and the District shall jointly monitor the development and implementation of this program.
- C. This Article shall be in compliance with the Education Code requirements regarding Peer Assistance and Review. Based upon legislative modification or deletion of the PAR program, the Association and the District agree to negotiate the effects of these actions.

#### **IX. Miscellaneous**

- A. **Grievance Procedure Inapplicability:** The PAR process is not subject to the grievance procedure contained within the Collective Bargaining Agreement between these parties, nor to any grievance procedure contained within Board Policies or District Regulations. The PAR Panel shall address any complaints or issues raised by the Participating Teachers or the Support Providers. This Program in no way diminishes the legal rights of bargaining unit members.
- B. Nothing herein shall modify or in any manner affect the right of the District under provisions of the Education Code relating to the employment, classification, retention, or non-reelection of certificated employees.
- C. Expenditures made for this program shall not exceed the revenues received under ABX1 and, where applicable, BTSA.
- D. At the conclusion of the fiscal year, if revenue exceeds the expenditures of this program, the parties shall meet to consider the matter and shall recommend the allocation of the surplus for the following year.

**Confidentiality of Materials:** Documents generated by Support Providers and Panel Members regarding specific Participating Teachers as part of the assistance process set forth in this Agreement shall be deemed personnel records and shall remain confidential to the extent required by law such as a subpoena by the court. The District reserves the right to such documents in subsequent disciplinary actions against Participating Teachers.

Revised 9/17/15

## MILLER CREEK SCHOOL DISTRICT

### Support Provider Job Description and Selection Process

#### **Requirements**

The Support Provider is responsible for assisting teachers as a mentor and coach. The criteria required of an applicant to be a Support Provider is that s/he must have:

1. Knowledge of New Teacher development;
2. Substantial recent teaching experience including completed EL certification (CLAD, SDAIE);
3. Knowledge of the state-adopted academic content and standards and performance levels for students, state-adopted curriculum frameworks, and the California Standards for the Teaching Profession;
4. Willingness to participate in professional training to acquire the knowledge and skills needed to be an effective support provider;
5. Willingness to engage in formative assessment processes, including non-evaluative, reflective conversations about formative assessment evidence with New Teachers;
6. Willingness to share instructional ideas and materials with New Teachers;
7. Willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity;
8. Effective interpersonal and communication skills;
9. Willingness to work with New Teachers;
10. Demonstrated commitment to personal professional growth and learning; and
11. Willingness and ability to be an excellent professional role model.

#### **Responsibilities and Duties**

The responsibilities and duties of a Support Provider include but are not limited to the following:

1. Attending all required Support Provider training held by the MCOE Beginning Teacher Support and Assessment (BTSA) Collaborative.
2. Conducting meetings with the assigned teacher(s), as per the Collaborative's expectations.
3. Establishing rapport as a coach and mentor with the Beginning Teacher.
4. Providing individual support for the Beginning Teacher in all aspects of the BTSA process.
5. Developing and revising, as needed, an Individual Learning Plan (ILP) based on observations and reflective conversations with Beginning Teacher.
6. Maintaining records, logs, and evidence of work with Beginning Teacher.
7. Utilizing the release days offered by Miller Creek School District for formal and informal classroom observations, including pre- and post-conferences. Information gathered regarding practice/performance is confidential. Information regarding completion of BTSA requirements may be shared with site administrators, PAR Panel representatives, or Collaborative.
8. Maintaining full confidentiality.
9. Completing all responsibilities as required by the MCOE BTSA Collaborative.

### **Application Process**

The application process for Support Provider includes:

1. Submitting an Application Form with Letters of Reference;
2. Being interviewed by the PAR Panel.

### **Selection Process**

Selection criteria of Support Providers are consistent with the MCOE BTSA Collaborative Support Provider's specified roles and responsibilities.

Because of the timing of finalizing hiring for any given year and determining each new teacher's eligibility to participate in the BTSA Program, each applicant to be a Support Provider should not assume that because s/he has applied to the process or has served as a Support Provider in previous years that s/he will be chosen to be a Support Provider. The PAR Panel considers the following when pairing Support Providers with Beginning Teachers in order to contribute to a strong and successful working relationship:

1. Credentials held
2. Subject matter knowledge
3. Relevant background and experiences
4. Compatible orientations to teaching and learning
5. Current site, grade level, and subject matter being taught

A full-time teacher serving as a Support Provider will be assigned to no more than two Beginning Teachers annually. A stipend will be provided to a Support Provider for his or her work with Beginning Teachers.

### **Conflict Resolution Procedure**

The PAR Panel carefully considers each pairing and reserves the right to reconsider assignments anytime during the Beginning Teacher's participation in the program when either the Support Provider or the Beginning Teacher is dissatisfied with the pairing. If a pairing is dissolved, the Support Provider will receive pro-rata payment for all commitments completed to that date. There is no expectation that another partnership will be found for that year. The Support Provider may apply to the program in subsequent years. Because the BTSA program is the vehicle used to clear a Beginning Teacher's credential and is intended to assist new teachers in remaining in the teaching profession, each Support Provider and Beginning Teacher should not worry about expressing concerns about the pairing. The goal is to have the partnership be successful and rewarding.

The procedures to ensure the success of the pairing include:

1. Beginning Teachers and Support Providers sign an Agreement with the Collaborative at the beginning of each year that asks them to "communicate questions or concerns about the Beginning Teacher Program" as well as participate in an end-of-year survey about the general effectiveness of the partnerships.
2. Beginning Teachers and Support Providers complete a monthly Check-In Form for Miller Creek School District.

Dedicated and committed teachers working with a new generation of teachers will ensure a continued level of excellence for the Miller Creek School District. We strive to



ensure participation in the BTSA program is a rewarding and valuable experience for both Beginning Teachers and Support Providers.

**MILLER CREEK SCHOOL DISTRICT**

Support Provider Application Form

- \_\_\_\_\_ New Teacher Support (BTSA)
- \_\_\_\_\_ Peer Support Provider (Tenured Teacher)
- \_\_\_\_\_ PAR Panel

1. Personal Information

Name \_\_\_\_\_

Current position and site \_\_\_\_\_

Home address \_\_\_\_\_

Home telephone \_\_\_\_\_

E-mail \_\_\_\_\_

2. Complete the sections below **or submit a current resume.**

Teaching Experience/Information

Credential(s) held:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Teaching Experience (list current position first)

Dates	District	School	Grade	Subject(s)

3. Please list training, coursework, and other professional development that you have participated in during the last two years.

Dates	Nature of Training or Coursework	Location	Brief Description of Learning

4. Please describe your leadership roles and experience. (For example, curriculum development, workshop presentations, publications, supervision of student teachers, peer coaching, team leadership, or other professional activities.)
5. In what ways would you be effective in the role of a Support Provider? What skills/experience do you have which prepares you to work with novice or tenured teachers?
6. Without release time, how will you arrange your time in order to work with your teacher each week?

7. Have you already completed all or part of the BTSA training? If yes, when and describe what parts. If no, do you understand that completion of summer as well as during the year trainings is a requirement for this position? Not necessary for Peer Support Provider.
8. If selected to be a Support Provider, please check the number of teachers with whom you would be willing to work: \_\_\_\_\_ 1 or \_\_\_\_\_ 2 teachers.

My signature below denotes that I understand that all application materials are confidential and that the PAR Panel is responsible for the selection and oversight of Support Provider and Beginning Teacher partnerships; that I have read the Job Description and Selection Process and agree to fulfill the Roles and Responsibilities of a Support Provider if I am selected.

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Signature

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Date

<b>MILLER CREEK SCHOOL DISTRICT</b>
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Administrator Support Form  
**For Support Provider**

One of the keys to the systemic efforts of the Miller Creek School District's Peer Assistance and Review Program is the mutual cooperation and support among the program panel members, teacher participants, and school administrators. If selected, we believe that you will agree that having a BTSA Support Provider at your school will be of great value to the teacher, your school, and our district. Utilizing the New Teacher Center Formative Assessment System (NTC FAS) Support Provider Training, the Support Provider will engage in intensive, individualized work with one or two Beginning and/or New Teachers.

Administrators are asked to:

- Provide encouragement to Support Providers through periodic (weekly is recommended) conferences relating to their duties and responsibilities
- Allow and provide for release time for the Support Provider to attend training and/or to conduct observations of Beginning and/or New Teachers to whom they are assigned
- Recognize the contribution of a Support Provider to improve teaching and learning in the Miller Creek School District
- Provide assistance for scheduling weekly meetings for the Support Provider and New Teacher
- Recognize that new teachers should not be assigned to challenging situations

Name of Support Provider Applicant \_\_\_\_\_

If selected, I recommend and agree to support the above named teacher from my school to be a Support provider.

\_\_\_\_\_  
School Administrator's Signature

\_\_\_\_\_  
Date

Please send the completed form to:

Peer Assistance and Review Chair  
Miller Creek School District  
380 Nova Albion Way  
San Rafael, CA 94903

<b>MILLER CREEK SCHOOL DISTRICT</b>
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### Teacher/PAR Conflict Resolution

The PAR Panel carefully considers each pairing of Support Provider and Teacher and reserves the right to reconsider assignments anytime during the Teacher's participation in the program when either the support provider or the Teacher is dissatisfied with the pairing. If a pairing is dissolved, the Support Provider will receive pro-rata payment for all commitments completed to that date. The Support Provider may apply to the program in subsequent years. Because the BTSA program is the vehicle used to clear a Beginning Teacher's credential and is intended to assist new teachers in remaining in the teaching profession, each Support Provider and Beginning Teacher should not worry about expressing concerns about the pairing. The goal is to have the partnership be successful and rewarding.

If either the Support Provider and/or the Teacher is dissatisfied with the pairing the following needs to be completed:

1. The dissatisfied person(s) shall contact their site PAR Panel member and/or the site principal to discuss the issue(s). If the site principal is contacted, he/she will refer the problem to the PAR Panel.
2. The PAR Panel member will assist with the conflict resolution process as follows:
  - a. The Support Provider and the New Teacher should try to discuss the issue using good communication skills. Both should agree to listen carefully, keep eye contact, avoid interrupting or criticizing.
  - b. The problem will be documented by the PAR Panel member on the conflict resolution form. The issues should be summarized and mutually agreed upon.
  - c. Questions can be asked to clarify the problems/issues. Each person should make an effort to understand the problem from the other person's perspective.
  - d. Ideas will be brainstormed in order to find a solution. Fair criteria will be used to determine the best solution. Each idea will be judged with both person's interests in mind using reason and not emotion to evaluate an idea. Each person's difference in perception will be respected.
3. Within two weeks of the conflict resolution meeting date, the PAR Panel member/ mediator will follow up with both parties to determine if the ideas/solutions are working.
4. If necessary, the PAR Panel will meet within 30 days of receiving the Conflict Resolution Report Form to determine if the issue(s) can be solved or if another partnership is needed.
5. The PAR Panel may request a conference with the Support Provider and/or the Teacher in order to clarify the issue(s) prior to making a decision regarding the partnership.
6. The PAR Panel will notify both the Support Provider and the Teacher of their decision.
7. If necessary, a new Support Provider will be assigned.

**BTSA/PAR – Conflict Resolution Process:**

Date contacted PAR representative: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Beginning Teacher: \_\_\_\_\_

Support Provider \_\_\_\_\_

PAR Panel Member/Mediator: \_\_\_\_\_

Please explain the conflict or concern.

**SP**

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**BT**

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What steps have you tried?

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List some ideas for a solution.

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Follow Up: Are the ideas working or should there be intervention with the PAR Panel?

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Follow-up Date: \_\_\_\_\_

<b>MILLER CREEK SCHOOL DISTRICT</b>
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**Support Provider- RT  
Monthly Check-in Form**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Site: \_\_\_\_\_

How often did you meet this month? \_\_\_\_\_

List meeting dates: \_\_\_\_\_

What topics were covered at your meetings this month? Check all that apply:

- \_\_\_\_\_ School personal
- \_\_\_\_\_ School/district procedures
- \_\_\_\_\_ Curriculum
- \_\_\_\_\_ Classroom management/strategies
- \_\_\_\_\_ Back to School Night
- \_\_\_\_\_ Progress reports/Report cards
- \_\_\_\_\_ Conferences
- \_\_\_\_\_ Open House
- \_\_\_\_\_ End of the year responsibilities
- \_\_\_\_\_ Other: \_observations
- \_\_\_\_\_ Goals

What additional support and/or resources do you need from the District?

Please return to: PAR Panel Chair by: 1<sup>st</sup> week of each month



## APPENDIX H

### Learning Wednesdays

#### **LEARNING WEDNESDAYS**

In addition to the daily on-site requirements, each bargaining unit member will be required to participate in Learning Wednesdays each week throughout the school year. Learning Wednesdays will start no later than thirty (30) minutes after the students are dismissed and teachers will meet for ninety (90) minutes each Wednesday.

Revised 5/21/18

#### **LEARNING WEDNESDAYS (Elementary School)**

Elementary students will be dismissed at 1:25 pm each Wednesday. Elementary teachers will meet from 2:00 to 3:40 pm every Wednesday.

#### **LEARNING WEDNESDAYS (Middle School)**

In addition to the daily on-site requirements, each bargaining unit member will be required to participate in Learning Wednesdays each week throughout the school year.

Middle school students will be dismissed at 2:00 pm each Wednesday. Middle school teachers will meet from 2:30 to 4:00 pm every Wednesday.

#### **LEARNING WEDNESDAY GENERAL INFORMATION**

Professional development agendas for a maximum of 10 Wednesdays each school year will be set by Educational Services in collaboration with district grade-level facilitators.

All other Learning Wednesdays will have the agenda and minutes completed by the principal with collaboration from the site leadership and grade-level teams.

Special Education staff meetings will be incorporated into District Learning Wednesdays whenever possible.

Learning Wednesdays will be calendared for the school year prior to the first day of school by the school leadership teams and administration in conjunction with District Educational Services Department and Special Education Department.

Learning Wednesdays *for both the elementary and middle school sites* will focus on collaborative work and student learning. Topics may include but are not limited to:

- Develop and analyze common assessments (formative and summative)
- Develop and determine effectiveness for intervention/enrichment and related strategies
- Share research-based curricular best practices
- Discuss and complete student progress reports and report cards
- Discuss and revisit essential and *common core* standards
- Share resources for parent communication
- Discuss students in regard to learning, behavior, social/emotional needs, etc.
- Plan and monitor appropriate student interventions (academic and behavioral)
- Plan curriculum enhancement (i.e., field trips, units of study, etc.)
- Develop and discuss grade-level curriculum and instructional plans
- Participate and explore other focused learning opportunities
- Collaboration by and with special education staff
- Vertical articulation between grade levels and departments
- Early release time is not intended for individual teacher prep time

## APPENDIX I

### *Examples of Adjunct Duties*

#### District Level

1. Curriculum committees
2. Digital Learning committee
3. GATE
4. Safety Task Force
5. DELAC
6. 504 Eligibility Committee
7. Wellness Committee
8. Evaluation Committee

#### Site

1. Read Across America (volunteer)
2. Site council (volunteer)
3. SST Coordinator/RTI Team
4. Young Author's week
5. Employee wellness
6. Spelling Bee (volunteer)
7. Walker Creek/Coloma Coordinator (given time on a Learning Wednesday)
8. Art Council (volunteer, Lucas Valley only)
9. Edible Garden Advisory Board (volunteer, Miller Creek only)
10. No Bully/Solution Coach (volunteer)
11. Talent Show coordinator (volunteer, VAL only)

(**Examples** of non-adjunct duties)

#### District Level- Stipend Positions

1. PAR panel
2. BTSA support provider
3. Site Leadership Team (SLT)
4. Walker Creek Overnight (*District Coordinated*)
5. Coloma Overnight (*District Coordinated*)
6. Grade Level Facilitator (K-5 only)
7. Science Fair Coordinator