Collective Bargaining Agreement Between

Menifee Union School District

And

Menifee Teachers Association

July 1, 2025 – June 30, 2028

Approved by the Governing Board of the

Menifee Union School District

February 10, 2026

MENIFEE
Union School District
Learn ★ Explore ★ Imagine

Menifee Teachers Association

TABLE OF CONTENTS

Article 1 PREAMBLE…… 1-1
Article 2 RECOGNITION AND DEFINITION OF UNIT 2-1
Article 3 MANAGEMENT RIGHTS 3-1
Article 4 MAINTENANCE OF MEMBERSHIP 4-1
Article 5 NEGOTIATION PROCEDURES..... 5-1
Article 6 ASSOCIATION RIGHTS ..... 6-1 through 6-3
Article 7 NON-DISCRIMINATION..... 7-1
Article 8 EMPLOYEE BENEFITS ..... 8-1 through 8-3
Article 9 LEAVES ..... 9-1 through 9-21
Article 10 JOB SHARING..... 10-1 through 10-3
Article 11 HOURS..... 11-1 through 11-7
Article 12 EMPLOYEE EVALUATION..... 12-1 through 12-11
Article 13 TRANSFER AND REASSIGNMENT..... 13-1 through 13-9
Article 14 CLASS SIZE..... .14-1 through 14-2
Article 15 HOME TEACHERS 15-1
Article 16 SAVINGS..... .16-1
Article 17 CONCERTED ACTIVITIES 17-1
Article 18 GRIEVANCE PROCEDURE..... 18-1 through 18-4
Article 19 PEER ASSISTANCE COACHING (PAC) PLAN..... 19-1 through 19-2
Article 20 EMPLOYEE DISCIPLINE..... 20-1 through 20-5
Article 21 PERSONNEL FILES 21-1
Article 22 YEAR-ROUND EDUCATION ..... 22-1 through 22-2
Article 23 SALARIES..... 23-1 through 23-5
Article 24 SAFE AND HEALTHY WORKING CONDITIONS ..... 24-1 through 24-4
Article 25 SPECIAL EDUCATION..... 25-1 through 25-8

TABLE OF CONTENTS (Continued)

Appendix A - SALARY SCHEDULES

- **A-1 CERTIFICATED SALARY SCHEDULE 100 (184 DAYS)**
- **A-2 CERTIFICATED SUBSTITUTE SALARY SCHEDULE 104**
- **A-3 PERMIT TEACHER SALARY SCHEDULE 106 (184 DAYS)**
- **A-4 CERTIFICATED HOURLY SALARY SCHEDULE 107**
- **A-5 CERTIFICATED MONTHLY STIPEND SALARY SCHEDULE 108**
- **A-6 CERTIFICATED SALARY SCHEDULE 117 (190 DAYS)**
- **A-7 PSYCHOLOGIST SALARY SCHEDULE 118 (205 DAYS)**
- **A-8 SPEECH LANGUAGE SPECIALIST SALARY SCHEDULE 123 (210 DAYS)**
- **A-9 SPEECH LANGUAGE SPECIALIST SALARY SCHEDULE 126 (190 DAYS)**

Appendix B – EMPLOYEE LEAVE REQUEST

Appendix C – EVALUATION FORM

Appendix D – CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Appendix E – TRANSFER REQUEST FORM

Appendix F – GRIEVANCE FORM

Appendix G – UNSAFE CONDITIONS REPORT FORM

Appendix H – PROPERTY & LIABILITY CLAIM FORM

Appendix I – SPECIAL EDUCATION WORKLOAD CONCERN APPEAL

Appendix J – MEMORANDUMS AND SIDE LETTERS OF AGREEMENT

- **J-1 MOU: ARTICLE 11 – KINDERGARTEN AND TRANSITIONAL KINDERGARTEN**
- **J-2 MOU: ARTICLE 11 – NEW TEACHER IN-SERVICE**
- **J-3 MOU: BREAKFAST AFTER THE BELL**
- **J-4 MOU: PRESCHOOL EXTENDED ILLNESS LEAVE**
- **J-5 MOU: SCHOOL NURSES**
- **J-6 SIDE LETTER: CLASSROOM COVERAGE**
- **J-7 SIDE LETTER: INDEPENDENT STUDY**
- **J-8 SIDE LETTER: LETRS PROFESSIONAL DEVELOPMENT**
- **J-9 SIDE LETTER: MINIMUM DAYS**

TABLE OF CONTENTS (Continued)

- **J-10 SIDE LETTER: PRESIDENTIAL RELEASE**
- **J-11 SIDE LETTER: PROFESSIONAL DEVELOPMENT, COLLABORATION, AND ARTICULATION DAYS**
- **J-12 SIDE LETTER: LONG-TERM SUBSTITUTE PAY**

Article 1 PREAMBLE

1.1 Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Menifee Union School District ("Board") and The Menifee Teachers' Association CTA/NEA, an employee organization, henceforth referred to as "The Association."

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

This Agreement shall remain in effect from July 1, 2025, through June 30, 2028. For each year during the duration of the Agreement, the parties agree to reopeners on Article 8, Employee Benefits, Article 23, Salaries and Article 25, Special Education. For 2025/2026 and 2026/2027, each party may open two (2) additional articles for negotiation. For the 2027-2028 year, the parties agree to open the entire collective bargaining agreement.

1.3 Negotiations concerning the calendar shall be open on or before January 15 of each school year unless the parties have previously agreed to a multi-year calendar. If agreement is not reached by March 1 between the District and the Association on the calendar, then a sidebar agreement shall be drawn between the Association and the District from those areas where continued negotiations are required.

Article 2 RECOGNITION AND DEFINITION OF UNIT

2.1 The Board recognizes the Association as the exclusive representative of all regularly employed certificated employees ("Unit Members") –excluding management, confidential, and supervisory employees, as defined in the Act – for the purpose of meeting and negotiating.

2.2 "Unit Members" means any full-time or part-time certificated employee who is included in the appropriate unit, as defined in Paragraph 1 of the Article and, therefore, is covered by the terms and provisions of this Agreement, except as otherwise provided herein.

Article 3 MANAGEMENT RIGHTS

3.1 Nothing shall diminish the duty of the Board and the Association to meet and negotiate regarding matters within the scope of representation. It is agreed that the parties hereto retain all powers and rights which are provided by law and consistent with the terms of this Agreement, and that the District retains all of its powers of direction, management, and control provided by law. Included in these are the exclusive rights to (a) determine its organizations; (b) direct the work of its employees; (c) determine the hours of District operation; (d) determine the kinds and levels of services to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals, and objectives; (f) insure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the number and kinds of personnel required; (i) maintain the efficiency of District operations; (j) determine District curriculum; (k) design, build, move, or modify facilities; (l) establish budget procedures and determine budgetary allocation; (m) determine the methods of raising revenue; (n) take reasonable action on any matter in the event of an emergency. In addition, the District Board retains the rights to hire, classify, assign, reassign, transfer, evaluate, promote, terminate and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent such specific and express terms conform with law.

3.3 The District retains its right to amend, modify, or rescind those policies and practices referred to in this Agreement as necessary to resolve the emergency caused by an act of God, in the event of the withdrawing or withholding of services by the employees or a set of occurrences beyond the control of the District that requires immediate action. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the grievance provision. Emergencies shall not be declared capriciously, arbitrarily, or in retaliation for the exercise of employee rights. In the event an emergency necessitates a long-term change in the Agreement, the parties shall, at the request of the Association, open bargaining on that provision.

Article 4 MAINTENANCE OF MEMBERSHIP

4.1 **Dues Deduction**

4.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The Employer shall deduct other voluntary payments as authorized by Unit Members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the Employer, shall be increased or decreased without resolicitation and authorization from Unit Members.

4.2 Any Unit Member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the Employer shall deduct one-eleventh ($1/11^{th}$) of such dues from the regular salary check of the Unit Member each month for eleven (11) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated.

4.2.1 With respect to all sums deducted by the Employer pursuant to Section 4.2 above, the Employer agrees to remit such moneys promptly to the Association accompanied by a list of Unit Members for which such deductions have been made and indicating any changes in personnel from the list previously furnished.

Article 5 NEGOTIATION PROCEDURES

5.1 The parties agree to sunshine proposals and negotiate in good faith on or before March 15th of the calendar year in which the Agreement expires. The March 15th deadline may be postponed through mutual agreement of both parties. Any agreement reached between the parties shall be expressed in writing and signed as a part of this contract.

5.2 Nothing in this Agreement shall prevent the Board and the Association from renegotiating any part of this Agreement should such renegotiation be mutually agreeable to both parties.

5.3 The Association will be responsible for the distribution of new contracts.

Article 6 ASSOCIATION RIGHTS

6.1 Use of Facilities

6.1.1 The Association shall have the right to make reasonable use of school buildings and/or classrooms for regular Association meetings before and after the duty day and during the duty-free lunch period. Association meetings shall be calendared through the District office so as to insure that the Association use will not conflict with other District use. For public meetings during evenings or weekend hours, the Association shall secure prior approval using the District facilities use request process.

6.1.2 The Association may use school equipment at each site. Any actual costs incurred in the utilization of District facilities for Association business shall be borne by the Association.

6.1.3 Authorized representatives of the Association shall be permitted to conduct official Association business on school property so long as it does not conflict with the instructional program.

6.1.4 The Association shall be given the opportunity to present reports and announcements at the conclusion of staff meetings.

6.1.5 The Association shall be provided an Association bulletin board at each school site accessible to teachers. The Association may use the District mail service, email, and teacher mailboxes for communications to teachers.

6.2 Release Time

6.2.1 The District shall grant Association release time, with Association President prior approval, at no loss of salary or other benefits. Release time shall not exceed twenty (20) days for Association members per school year. Association release time shall not be carried over from year to year.

6.2.2 Other than for the purpose of at-the-table, negotiation preparation (Article 5 Negotiations Procedures) or the processing of grievances, no Association member shall be released from his or her classroom for more than seven (7) days in any school year for the purpose of Association business. These days shall not be counted as association release time.

6.2.3 The Association member shall inform his/her site secretary and/or request through the online substitute reporting system at least forty eight (48) hours in advance, when possible, prior to the release time.

6.2.4 Upon billing from the District, the Association shall reimburse the District the cost of substitute time required to provide the release time.

6.3 Presidential Release

6.3.1 The Association President shall receive fifty percent (50%) release time.

6.3.2 The Association shall reimburse the District the cost of one-fourth (¼) of row one (1) column IV on salary schedule 100 for presidential release. There shall be no loss of seniority, salary, or benefits.

6.3.3 It is understood that the Association President shall have access to all District sites. Upon arrival at the site, the Association President shall notify the front office of their arrival.

6.4 Union Access

6.4.1 Per Assembly Bill 119, A representative(s) from the Association will be given the opportunity to make a presentation during the District's new employee Welcome and Orientation Session offered prior to the start of employment. The District shall provide the Association written notice of the date, time and location of all new employee welcome and orientation sessions, by electronic mail, to the Association President no later than ten (10) calendar days in advance of the new employee Welcome and Orientation Session. This provision does not affect the District's right to provide a shorter notice to the Association of less than 10 days, in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. District administration will excuse themselves during Association time with new employees.

6.4.2 Employees hired after the annual new employee Welcome and Orientation Session, will be given access to a thirty (30) minute session of uninterrupted time with the MTA President or designee. This Welcome and Orientation Session will be provided on the fourth Wednesday of the month. MTA shall be given thirty (30) minutes to make a presentation prior to the end of the contractual day. District administration will excuse themselves during Association time with new employees.

6.4.3 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining Unit Member orientations meetings and will have access to District audio visual equipment for Association presentations.

6.4.4 Additionally, newly hired MTA/CTA/NEA bargaining Unit Members will be given MTA information provided by MTA in their employment packet.

6.4.5 The following new bargaining Unit Member information shall be delivered to the Association President, if on file with the District, in digital Excel format and hard copy, within 30 days after the date of hire or by the first pay period of the month following hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Job Title and Department

6.4.6 In addition, three (3) times during the contracted school year (September 1, January 10 and May 1) the District shall deliver to the Association President the following information, if on file with the District, in digital Excel format and hard copy for all bargaining Unit Members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Job Title and Department

Violations of this article shall be subject to the grievance process as outlined in Article 18 of the Collective Bargaining Agreement.

Article 7 NON-DISCRIMINATION

7.1 Neither the District nor the Association, to the extent required by applicable law, will discriminate against any employee on the basis of race, color, religious creed, national origin, marital status, age, gender, gender identity, political affiliation, disability, and membership or participation in Association activities.

Any allegation of discrimination based upon race, color, religious creed, national origin, marital status, age, gender, gender identity, political affiliation, or disability, shall not be subject to the grievance procedure as set forth in this agreement.

Article 8 EMPLOYEE BENEFITS

8.1 Health Insurance

8.1.1 The District shall provide a dollar contribution for the payment of the premium of a health service plan. Any further increase in the cost of the insurance premiums shall be borne by the individual employee, unless increased as a result of negotiation between the parties to this Agreement. Effective January 1, 2026, the employer maximum contribution for health and welfare benefits (CAP) shall be increased by two hundred fifty ($250) dollars for a maximum contribution of twelve thousand five hundred ($12,500) dollars for all full-time bargaining unit members and their eligible dependents. The District shall contribute a prorated amount for part-time salaried Unit Members.

8.1.2 Unit Members who are absent on account of illness shall continue to receive the District contribution to Health and Welfare benefits as long as they are in paid status. Employees must make timely payment towards their portion of the Health and Welfare benefits while in paid status in order to receive the District contribution towards their Health and Welfare benefits.

8.1.3 Benefits shall include major medical, dental, vision and life insurance.

8.1.4 A Unit Member may opt out of medical, dental, and vision and shall still receive life insurance.

8.1.5 Unit Members are eligible for full fringe benefits on the first of the month following their first day in paid status.

8.1.6 A Section 125 Plan shall be provided at no additional cost to the District. MTA and the District shall work together through the Insurance Committee to recommend a 125 Plan.

8.2 Joint Insurance Committee

8.2.1 The District and the Association agree that there shall be a Joint Insurance Committee for the purpose of analyzing insurance plans, both in terms of benefits and costs. The Joint Insurance Committee shall select insurance packages which provide mutually acceptable coverage and make recommendations to the Association and the Assistant Superintendent, Business, no later than forty-five (45) days prior to the cancellation date stated in the affected insurance contract.

8.2.2 The District and the Association agree that the bargaining unit shall be an equal participant in the Joint Insurance Committee. The Committee shall consist of three (3) MTA representatives appointed by the Association and three (3) District representatives appointed by the

Superintendent.

8.2.3 The Joint Insurance Committee shall consist of Co-Chairs. One appointed by the Association and one appointed by the District. The Co-Chairs shall jointly create the agenda for all Joint Insurance Committee meetings.

8.2.4 The Joint Insurance Committee shall meet on a regular basis or at least quarterly in order to monitor the health plans. The first meeting date of each calendar year shall be jointly set by the Committee. All future meetings shall be mutually agreed to by the Joint Insurance Committee.

8.2.5 A communication will be sent to Unit Members prior to open enrollment regarding optional coverages and resources. This will include what information may be completed online and what information would require a meeting with a representative. This communication shall be reviewed, prior to distribution, by a representative selected by the Union President and the Director of Risk Management.

8.2.6 Recommendations of the Joint Insurance Committee shall be reviewed by the Association and the District and are subject to negotiations.

8.3 **Duration of Benefits**

8.3.1 Unit Members on Board-approved leaves of absence without pay shall continue to receive any employee health and welfare benefits for the period of the leave upon timely payment of the premiums to the District.

8.4 **Retiree Health and Welfare Benefits**

8.4.1 Effective January 1, 2026, the District shall make a maximum contribution of $60,000 for each eligible Unit Member and their eligible dependents to be used toward a district-provided medical insurance plan. The annual (yearly) retiree benefit paid by the District shall be increased by two hundred fifty ($250) dollars for a maximum contribution of twelve thousand five hundred ($12,500) dollars.

8.4.2 To be eligible for the $60,000 contribution, a Bargaining Unit Member must meet the following conditions:

8.4.2.1 Unit Members must be an active employee at the time of board approval and retire into STRS or PERS between the ages of 55 and 62.

8.4.2.1.1 Unit Members may elect to complete the academic year in which they turn 62.

8.4.2.1.2 Unit Members must submit a letter of resignation and retirement notice by January 31 to be effective on or before June 30 of the same calendar year;

8.4.2.1.3 Be at least the age of fifty-five (55) with fifteen (15) years of service with the Menifee Union School District as a certificated bargaining member;

8.4.2.1.4 The District's contribution shall continue for up to ten (10) years or until the participant becomes Medicare-eligible, or exhaustion of the individual's retiree benefit amount of sixty thousand dollars ($60,000), whichever comes first;

8.4.2.1.5 For the 2022 – 2023 school year, the District shall allow all Unit Members that are active at the time of board approval, between the ages of 55 and 64, and meet the criteria listed in 8.4.2.1 to be eligible for the same benefits as listed in 8.4.1. Eligible Unit Members shall submit a letter of resignation and retirement notice by April 17 to be effective on or before June 30, 2023.

Article 9 LEAVES

Unit Members are entitled to several statutory leave provisions, covering both paid and unpaid leave, as outlined in the Education Code (available at www.cde.ca.gov)These provisions are incorporated into this agreement, except as modified in this Article. Below are the relevant types of leave, along with definitions and requirements for each.

9.1 Definition of Immediate Family

9.1.1. Spouse, legal domestic partner (as defined by California Family Code Section 297), parents (mother, father, step-mother, step-father), grandparents, grandchildren, children (son, daughter, stepchild), and siblings (brother, sister) of the employee or spouse.

9.1.2. Parents-in-law (mother-in-law, father-in-law), siblings-in-law (sister-in-law, brother-in-law), and any relative of either the employee or spouse living in the employee's immediate household.

9.1.2.1. The Superintendent or a designated representative may expand this definition of “immediate family” in extenuating circumstances.

9.1.2.1.1. This expansion is not intended to set a precedent or establish a District-wide practice.

9.2 Suspected Misuse of Leave

9.2.1. Whenever the District reasonably suspects misuse of leave benefits, the Superintendent or their designee may require the Unit Member to provide verification to support the legitimacy of the leave request.

9.3 Submission of Employee Leave Request

9.3.1. It is the responsibility of the Unit Member to complete and submit an employee leave request form (Appendix B) for all absences. This form must be submitted by the end of the next business day upon returning to work.

9.4 Sick Leave (California Education Code Sections 44978)

Definition: Sick Leave is paid leave granted to Unit Members for personal illness or injury.

9.4.1. Sick Leave Allotment:

9.4.1.1. 184-Day Unit Members: Entitled to 10 days of paid sick leave per year.

9.4.1.2. 190-Day Unit Members: Entitled to 10 days of paid sick leave per year.

9.4.1.3. 205-Day Unit Members: Entitled to 11 days of paid sick leave per year.

9.4.1.4. 215-Day Unit Members: Entitled to 11.5 days of paid sick leave per year.

9.4.2. Credit and Use:

9.4.2.1. At the start of each school year, each Unit Member shall be credited with the full applicable annual sick leave allotment. Unit Members may utilize this credited sick leave as needed throughout the school year, in accordance with applicable Education Code provisions.

9.4.3. Accrual of Unused Sick Leave:

9.4.3.1. Any unused sick leave will carry over to subsequent school years, accruing without expiration.

9.4.4. Full or Partial Day Usage:

9.4.4.1. When a Unit Member reporting for duty finds that, because of illness or emergency, the Unit Member must leave the campus then the Unit Member shall relinquish one (1) day of sick leave or only one-half (½) day providing the Unit Member completes fifty percent (50%) of the duty day.

9.4.5. Sick Leave Statements:

9.4.5.1. The District shall provide each Unit Member with an annual written statement detailing:

9.4.5.1.1. Total accrued sick leave

9.4.5.1.2. Sick leave entitlement for the current school year

9.4.6. Job Share Contracts (as defined in Article 10):

9.4.6.1. Unit Members on job-share contracts shall receive pro-rated sick leave entitlements accordingly.

9.4.7. Unit Members serving as Extended School Year employees shall receive one (1) sick day to be used during ESY, if not used the sick day shall be added to their leave bank at the conclusion of Extended School Year. Unit Members that are absent more than one scheduled day will not be credited with sick leave.

9.4.7.1. Unit Members shall not use more than one (1) day of leave. Unit Members shall not be compensated should additional leave days be used.

9.5. **Extended Sick Leave**

Definition: Extended sick leave allows a Unit Member to receive additional sick leave with reduced pay once all accumulated regular sick leave has been exhausted

9.5.1. Eligibility and Conditions:

9.5.1.1. A Unit Member who has exhausted all accrued sick leave but remains unable to work due to illness or injury is eligible for extended sick leave for a period of up to 100 days.

9.5.2. Compensation During Leave:

9.5.2.1. During the extended sick leave period, the Unit Member's pay will be reduced by the cost of a substitute's daily rate of pay for each day of absence.

9.5.2.2. If no substitute is employed, the amount deducted will be equivalent to the substitute's salary per diem (per diem is a set daily rate paid to temporary or part-time employees for work performed, rather than a salary or hourly wage.).

9.5.3. Initiation of Leave:

9.5.3.1. The 100-day differential pay period begins only after all accrued paid sick leave and any other applicable paid leave provisions have been fully utilized.

9.5.4. Limitations:

9.5.4.1. Unit Members shall not be provided more than one 100-day period per illness or accident. However, if the 100-day leave period is not fully used by the end of a school year, the remaining balance may carry over into the following school year, provided it is for the same illness or injury.

9.5.4.2. Unit Members are limited to 100 days of extended sick leave per school year, regardless of the number of illnesses/injuries.

9.6. **Catastrophic Leave (California Education Code Section 44043.5)**

Definition: Catastrophic Leave allows a Unit Member facing a serious illness or injury, who has exhausted their sick leave and is in a "differential pay" situation, to receive additional leave through voluntary donations of sick leave

from other employees.

9.6.1. Eligibility:

9.6.1.1. In addition to personal catastrophic illness or injury, catastrophic leave can cover illness or injury of an immediate family member (spouse, domestic partner, child, or stepchild) and, in some cases, other individuals as approved by the Program Sponsor.

9.6.2. Application Process:

9.6.2.1. Applications for Catastrophic Leave are available on the District and the Menifee Teachers' Association (MTA) websites.

9.6.3. Program Sponsorship and Liability:

9.6.3.1. The Catastrophic Leave Program is sponsored solely by the MTA, which holds exclusive legal responsibility for all aspects of the Program, including but not limited to its policies, procedures, and decisions. The Menifee Teachers Association agrees to indemnify and hold the District, the Board of Education, and Management harmless from any legal actions or grievances resulting from the Program's implementation. The District, however, is responsible for any legal actions that may arise solely due to clerical errors.

9.7. **Pregnancy Disability Leave (PDL) (California Government Code Section 12945)**

Definition: PDL provides leave for pregnancy, childbirth, or related medical conditions. Unit Members may take up to four months of unpaid leave per pregnancy if they are disabled due to pregnancy.

9.7.1. Leave Duration and Certification:

9.7.1.1. The length and start/end dates of the leave will be determined jointly by the Unit Member and their physician.

9.7.1.2. The Unit Member must provide a physician's certification or other documentation verifying that there is a disabling condition to the District.

9.7.2. Use of Sick Leave:

9.7.2.1. Unit Members may utilize their accrued sick leave and any legally provided extended sick leave for absences due to pregnancy, pregnancy related condition, miscarriage, childbirth, and recovery.

9.7.3. Classroom Preparation Requirements:

9.7.3.1. To support continuity of instruction, Unit Members must provide up to two weeks of lesson plans and update grades before starting Pregnancy Disability Leave.

9.8. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

Definition: FMLA (federal) and CFRA (California state) allow eligible Unit Members up to 12 work weeks of unpaid, job-protected leave within a 12-month period for qualifying family and medical reasons. The District measures the 12-month period as a rolling year (a continuous 12-month timeframe - including paid holidays) beginning the first date of leave.

9.8.1. Qualifying reasons under FMLA and CFRA include:

9.8.1.1. Birth, adoption, or foster placement

9.8.1.2. The Unit Member's own serious health condition

9.8.1.3. Care of a spouse, child, or parent with a serious health condition

9.8.1.4. A qualifying exigency arising out of the fact that a Unit Member's spouse, parent, or child is on covered active duty or has been notified of an impending call or order to covered active duty status.

9.8.1.5. To care for a Unit Member's spouse, child, parent, or next of kin (FMLA only) who is a covered servicemember who has a serious injury or illness.

9.8.1.5.1. Under FMLA, employees are entitled to 26 workweeks of military caregiver leave.

9.8.2. Qualifying reasons under CFRA only include:

9.8.2.1. Care of a grandparent, child regardless of age or dependency status, grandchild, parent-in-law, sibling, registered domestic partner, or designated person with a serious health condition.

9.8.2.1.1. "Designated person" means a person related to the Unit Member by blood or whose association with the Unit Member is the equivalent of a family relationship.

9.8.2.1.2. Unit Members are limited to one designated person per 12-month period.

9.8.3. Eligibility Requirements:

9.8.3.1. To be eligible for FMLA or CFRA leave, a Unit Member must have been employed by the District for at least 12 months and actually worked a minimum of 1,250 hours of service within the 12 months preceding the leave.

9.9. Paid Parental Leave (California Education Code Section 44977.5)

Definition: Parental leave is granted for the birth of a Unit Member's child or the placement of a child with the Unit Member through adoption or foster care.

9.9.1. Notification Requirements:

9.9.1.1. Unit Members must provide at least 30 days' notice of their intent to take parental leave.

9.9.1.2. In emergencies, notice must be given as soon as practicable.

9.9.2. Sick Leave Usage

9.9.2.1. Unit Members may use all current and accumulated sick leave for parental leave for up to 12 workweeks for purposes of parental leave.

9.9.3. Timing of Leave

9.9.3.1. Parental leave must be used within twelve (12) months following the birth or placement of the child.

9.9.3.2. Parental leave must be taken in increments of at least two (2) weeks' duration; however, the employee may take parental leave in increments of less than two (2) weeks on up to two (2) occasions.

9.9.3.3. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year, provided leave is taken within 12 months of the birth or placement of the child.

9.9.3.4. For birthing parents: In most cases and at the election of the Unit Member, the 12-workweek leave begins after the conclusion of any pregnancy disability leave.

9.9.3.5. For non-birthing parents: The 12-workweek leave begins on the first day of parental leave.

9.9.4. Substitute Differential Pay

9.9.4.1. When a Unit Member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental

leave under the California Family Rights Act (CFRA: Government Code Section 12945.2), they shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. The amount deducted will be equivalent to the substitute's salary per diem but shall receive no less than 50% of his or her regular salary.

9.9.5. Interaction with CFRA Leave:

9.9.5.1. Parental leave under this section will count toward the Unit Member's 12-workweek CFRA entitlement for child bonding leave.

9.9.5.2. The combined total of parental leave and CFRA leave cannot exceed 12 workweeks in any 12-month period.

9.9.6. If both parents are employed by the District, each eligible parent is entitled to 12 workweeks of leave.

9.10. **Industrial Injury Leave (California Education Code Section 44984)**

Definition: An industrial accident or illness is defined as any injury or illness that arises out of or occurs in the course of the Unit Member's performance of services for the District, is supported by a physician's certificate, and is verified by a Workers' Compensation judge or the Workers' Compensation Appeals Board, if appealed.

9.10.1. Leave Entitlement:

9.10.1.1. Paid Leave Duration:

9.10.1.1.1. Unit Members are entitled up to 60 days of paid leave in any one fiscal year for the same accident. Such leave shall not accumulate. When an industrial accident or illness occurs at a time when the full 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.

9.10.1.1.2. Industrial accident or illness leave will commence on the first day of absence for an industrial accident or illness.

9.10.1.1.3. Industrial accident and illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

9.10.1.2. Compensation During Leave:

9.10.1.2.1. During the period of absence due to an industrial accident or illness, the total compensation received by the Unit Member, including temporary disability indemnity and the portion of salary provided by the District, shall equal the Unit Member's full salary for up to 60 days.

9.10.1.2.2. During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his or her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

9.10.1.3. Use of Other Leave:

9.10.1.3.1. Following exhaustion of industrial accident and illness leave, other sick leave will then be used; but, if an employee is receiving temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave, which, when added to his or her temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary.

9.10.2. Return to Work:

9.10.2.1. A Unit Member shall be considered recovered and able to return to work upon receiving a statement from the Unit Member's physician confirming their ability to return to work, with or without restrictions. The District reserves the right to require an independent medical opinion from a separate physician.

9.10.3. Reporting Requirements:

9.10.3.1. All reports of industrial accidents or illnesses must be submitted to and maintained in the office of Risk Management for proper documentation and record-keeping.

9.11. **Bereavement Leave (California Education Code Section 44985 and Government Code Section 12945.7)**

Definition: Bereavement Leave is paid time off granted to Unit Members to address matters arising from the death of an immediate family member. This leave provides employees with the opportunity to grieve, attend services, and manage personal affairs related to their loss without the use of accrued sick leave or other paid time off.

9.11.1. Definition of Immediate Family:

9.11.1.1. An "immediate family member" for the purposes of Bereavement Leave is defined as:

9.11.1.1.1. Spouse or legal domestic partner (as defined by California Family Code Section 297)

9.11.1.1.2. Parent (Including Foster or Step-Parent)

9.11.1.1.3. Child (Including Foster or Step-Child)

9.11.1.1.4. Sibling (Sister or Brother)

9.11.1.1.5. Grandparent or Grandchild

9.11.1.1.6. Parent-in-Law (Mother-in-Law or Father-in-Law)

9.11.1.1.7. Son-in-Law or Daughter-in-Law

9.11.1.1.8. Any Relative Residing in the Unit Member’s Immediate Household

9.11.2. Entitlement to Bereavement Leave:

9.11.2.1. Duration of leave per immediate family member.

9.11.2.1.1. Every Unit Member is entitled to up to five (5) days of paid leave of absence due to the death of an immediate family member.

9.11.2.2. Unit Members who have been employed for at least 30 days shall be entitled to not less than five days of bereavement leave pursuant to Government Code section 12945.7. The five days shall consist of any days of paid leave as set forth in sections 9.11.2.1.1.1 and 9.11.2.1.1.2. In the event an employee is not entitled to five days under section 9.11.2.1.1.1, the employee shall be entitled to take two additional days of leave (not to exceed 5 total) using any available paid leave pursuant to section 9.12 (Personal Necessity Leave), with the remainder of the days of leave to be unpaid.

9.11.2.3. Conditions:

9.11.2.3.1. Bereavement Leave will not be deducted from the

Unit Member's accumulated sick leave.

9.11.2.3.2. The days of Bereavement Leave are not required to be taken consecutively.

9.11.2.4. Additional Leave:

9.11.2.4.1. Additional leave for bereavement may be granted if necessary. Such leave shall be charged to Personal Necessity Leave or other applicable leave categories.

9.12. **Personal Necessity Leave (California Education Code Section 44981)**

Definition: Personal Necessity Leave provides Unit Members with paid time off, deducted from accrued sick leave, to address urgent personal matters that cannot reasonably be resolved outside of working hours. It is not intended for personal convenience, recreational purposes, or extending holidays or vacations.

9.12.1. Eligibility and Purpose:

9.12.1.1. Personal Necessity Leave shall be granted for important personal business or emergencies that cannot be attended to during non-duty hours.

9.12.1.2. The Superintendent or designee retains the right to approve leave for unique or special circumstances.

9.12.1.3. Personal Necessity Leave is not available for:

9.12.1.3.1. Personal convenience

9.12.1.3.2. Recreational activities

9.12.1.3.3. Extensions of holidays or vacations

9.12.2. Maximum Allowable Leave:

9.12.2.1. A Unit Member may use up to seven (7) days of accrued sick leave per school year for Personal Necessity Leave (Personal Necessity Leave does not carry over from year to year)

.

9.12.2.2. Requests for leave must:

9.12.2.2.1. Be submitted in writing

9.12.2.2.2. Specify the nature of the necessity requiring the leave to include:

9.12.2.2.2.1. Urgent personal matter

9.12.2.2.2.2. Urgent family matter

9.12.2.2.2.3. Appointment

9.12.2.2.2.4. Court Appearance

9.12.2.2.2.4.1. In cases involving confidential or sensitive matters, Unit Members may provide verbal reasons to their immediate supervisor instead of submitting detailed written justification

9.12.2.3. Situations Not Requiring Advance Approval

9.12.2.3.1. Death or Serious Illness

9.12.2.3.1.1. Death or Serious Illness of an immediate family member

9.12.2.3.2. Accident or Emergency

9.12.2.3.2.1. An accident or emergency involving the Unit Member's person or property

9.12.2.3.2.2. An accident or emergency involving the person or property of an immediate family member

9.13. **Kin Care Leave (California Labor Code Section 233)**

Definition: Leave allows a Unit Member to use a portion of their accrued sick leave to care for an ill spouse, child, or parent.

9.13.1. Usage and Deduction:

9.13.1.1. Kin Care Leave is deducted directly from the Unit Member's accrued sick leave balance.

9.13.2. Eligibility and Amount:

9.13.2.1. Unit Members are entitled to use up to half of their yearly accrued sick leave allocation per year for Kin Care (Unit Member allocations are defined in Article 9, section 9.4.1).

9.13.3. Eligible Family Members:

9.13.3.1. Kin Care may be used to provide care for the following family members

9.13.3.1.1. Spouse, legal domestic partner (as defined by California Family Code Section 297),or registered domestic partner

9.13.3.1.2. Child (biological, adopted, foster, stepchild, legal ward, child to whom the employee stands in loco parentis or child of a domestic partner).

9.13.3.1.3. Parent (biological, foster, adoptive, stepparent, legal guardian of the employee or of the employee's spouse or registered domestic partner, person who stood in loco parentis when the employee was a minor child, or parent-in-law).

9.13.3.1.4. Grandparent or grandchild

9.13.3.1.5. Sibling

9.13.3.1.6. A designated person, which, for purposes of this Article, means a person identified by the employee at the time the employee requests paid sick days. The District may limit an employee to one designated person per 12-month period for paid sick days.

9.13.4. Reporting and Approval:

9.13.4.1. Whenever possible, Unit Members should notify their supervisor in advance of taking Kin Care Leave.

9.13.4.2. In emergencies, notice should be provided as soon as practicable.

9.14. Personal Business Leave

Definition: Leave allows a Unit Member to address personal matters that cannot be resolved outside of work hours, without the need to disclose specific reasons.

9.14.1. Usage and Restrictions:

9.14.1.1. Allocation of Days:

9.14.1.1.1.1 Of the seven (7) personal necessity days available annually, four (4) may be designated as Personal Business.

9.14.1.2. No Reason Required:

9.14.1.2.1. Unit Members are not required to provide a reason for using Personal Business Leave.

9.14.1.3. Restrictions on Usage:

9.14.1.3.1. Personal Business Leave shall not be used on:

9.14.1.3.1.1. District or site-sponsored professional

development days.

9.14.1.3.1.2. State testing days.

9.14.1.3.1.3. Mandatory preparation days.

9.14.1.3.1.4. The first two (2) days of student attendance for the assigned school year

9.14.1.4. Approval Process:

9.14.1.4.1. Requests for Personal Business Leave must follow District procedures and be submitted in advance, except in emergencies.

9.14.1.4.1.1. If a personal emergency prevents advance notice, the Unit Member must notify their supervisor as soon as possible and complete the required documentation upon return.

9.14.1.5. Documentation:

9.14.1.5.1. No additional documentation is required unless the leave coincides with a restricted date or exceeds the allotted days.

9.15. **Jury Duty and Court Appearance Leave (California Education Code Section 44036)**

Definition: Paid leave for fulfilling civic duties, such as jury duty or appearing as a witness in a court proceeding.

9.15.1. Entitlement and Requirements:

9.15.1.1. A Unit Member required to serve on a jury may retain their regular salary during the term of service.

9.15.1.2. Unit Members summoned to appear as a witness in a legal case may receive paid leave, except when they are a party in the case.

9.15.1.2.1. The Unit Member must reimburse the District the amount paid by the court for jury service, excluding travel expenses.

9.15.1.2.1.1. A copy of the payment stub or documentation from the court showing compensation received must be submitted to the District Payroll Office.

9.15.2. Unit Members who elect to adjust their jury service to non-required service days (i.e., Thanksgiving break, winter break, spring break, summer break, etc.) shall be compensated in an amount equal to the District's substitute rate of pay, per the Certificated Teacher Substitute

Salary Schedule 104, column III, for one (1) day for jury service that was adjusted. The Unit Member must provide written documentation from the Court to the District showing the original jury summons date and the actual date(s) of jury duty served prior to receiving compensation.

9.16. **Military Leave**

Definition: Leave granted for Unit Members called to active military duty, ensuring job protection during their service.

9.16.1. Employees who are members of any reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia, or who are inducted or who are otherwise ordered to active duty, shall be granted such leave as required by the Education Code, Military and Veterans Code, and Uniformed Services Employment and Reemployment Rights Act (USERRA).

9.16.2. Eligible employees are entitled to paid leave and reinstatement rights in accordance with Education Code, Military and Veterans Code, and USERRA.

9.17. **Sabbatical Leave (California Education Code Section 44969)**

Definition: Leave provided to pursue professional study or travel that enhances professional skills.

9.17.1. Entitlement and Requirements:

9.17.1.1. Eligibility:

9.17.1.1.1. The Unit Member must hold permanent status with at least five (5) years of satisfactory service (satisfactory service refers to the fulfillment of obligations or duties to a standard that meets or exceeds established expectations.) to be eligible for Sabbatical Leave

9.17.1.2. Purpose:

9.17.1.2.1. The leave must focus on educational improvement or professional advancement, including study, research, or travel that contributes to the enhancement of the Unit Member's skills and effectiveness.

9.17.1.3. Duration:

9.17.1.3.1. The leave may be granted for a minimum of one academic quarter (as defined in Article 23.4 - an academic quarter is a division of the academic year into four segments, typically lasting 10 to 12 weeks each.) and up to a maximum of one full school year.

9.17.1.4. Application:

9.17.1.4.1. Unit Members must submit a written application to the Board of Education at least four (4) months before the anticipated start date of the leave or return from the leave.

9.17.1.5. Leave Status:

9.17.1.5.1. Sabbatical Leave is unpaid for its entire duration.

9.17.1.6. Reinstatement:

9.17.1.6.1. Return To Service:

9.17.1.6.1.1. Every Unit Member, as a condition to being granted a leave of absence pursuant to Ed Code Section 44966, shall agree in writing to render a period of service in the employ of the governing board of the district following their return from the leave of absence which is equal to twice the period of leave.

9.17.1.6.2. Position Reinstatement:

9.17.1.6.2.1. Upon completion of the leave, the Unit Member will be reinstated to their previous position, subject to the following conditions:

9.17.1.6.2.1.1. The Unit Member must hold the appropriate credential for the position.

9.17.1.6.2.1.2. Placement will align with the Unit Member's prior assignment and qualifications.

9.18. **Legislative Leave:**

Definition: Leave provided to a Unit Member elected to a state or federal legislative body or state association office, allowing the Unit Member the opportunity to take an unpaid leave of absence to fulfill their public service obligations.

9.18.1. Eligibility:

9.18.1.1. Legislative Leave is available to Unit Members who are elected to:

9.18.1.1.1. The State Legislature.

9.18.1.1.2. Congress.

9.18.1.1.3. A State Association office.

9.18.2. Duration:

9.18.2.1. Leave is granted for no more than one (1) year at a time.

9.18.2.2. Legislative Leave may be renewed annually, not to exceed a total of four (4) years.

9.18.3. Unpaid Leave:

9.18.3.1. Legislative Leave is unpaid for its entire duration.

9.18.4. Return to Employment:

9.18.4.1. Position Availability:

9.18.4.1.1. Return to the District is contingent upon the availability of an open position for which the Unit Member is qualified.

9.18.4.1.2. Placement is subject to the Unit Member holding the appropriate credentials for the position.

9.18.4.2. Reinstatement Process:

9.18.4.2.1. The Unit Member must notify the Assistant Superintendent of Personnel in writing of their intent to return no later than 90 days before the conclusion of the Legislative Leave.

9.18.4.3. Seniority and Benefits:

9.18.4.3.1. During the leave, the Unit Member's seniority within the District is maintained.

9.18.4.3.2. Retirement contributions and other benefits do not accrue during the unpaid leave period unless the Unit Member chooses to self-pay under applicable benefit policies.

9.18.4.4. Conditions and Restrictions:

9.18.4.4.1. Good Standing Requirement:

9.18.4.4.1.1. Legislative Leave will only be granted to Unit Members in good standing with satisfactory performance evaluations.

9.18.4.4.2. Non-Accrual of Leave or Permanent Status:

9.18.4.4.2.1. Legislative Leave does not count toward permanent status, salary step advancement, or accrual of other leaves.

9.18.4.4.3. Limitations:

9.18.4.4.3.1. If a Unit Member’s Legislative Leave exceeds the

four (4)-year maximum or they fail to provide the required return notification, they will forfeit reinstatement rights and be subject to separation in accordance with California Education Code.

9.19. Leave of Absence

Definition: Leave authorized for a period of time during which a Unit Member is released from their duties for personal or professional reasons, with conditions regarding pay, benefits, and reinstatement.

9.19.1. Unpaid Leave:

9.19.1.1. The District may grant an unpaid leave of absence for up to one (1) year to a Unit Member who requests such leave for personal reasons.

9.19.1.2. Replacement Provisions:

9.19.1.2.1. A replacement Unit Member may be hired on a temporary basis, contingent on the approval of the requesting Unit Member's leave.

9.19.1.3. Notification Requirements:

9.19.1.3.1. The Unit Member must notify the Assistant Superintendent of Personnel in writing regarding their intent to return or resign by the following deadlines:

9.19.1.3.1.1. March 1st of the year in which the leave is granted for leaves extending to the end of the school year.

9.19.1.3.1.2. At least sixty (60) calendar days before the scheduled return date for leaves ending prior to the end of the school year.

9.19.1.4. Failure to Notify:

9.19.1.4.1. Failure to submit written notice in accordance with the specified timelines will result in the Unit Member being processed for separation under applicable provisions of the California Education Code.

9.19.2. Paid Leave of Absence:

9.19.2.1. A Paid Leave of Absence ensures that a Unit Member continues to receive wages and fringe benefits, including but not limited to insurance and retirement contributions, during the approved leave period.

9.19.2.1.1. Salary Increment Credit (Salary increment credit refers to the recognition of specific factors or milestones that

qualify an employee for a pay increase within a salary scale or structure.):

9.19.2.1.1.1. To receive credit for an annual salary increment while on Paid Leave, the Unit Member must work a minimum of six (6) full months (A full month refers to a complete calendar month, starting from the first day of the month and ending on the last day.) for the District during the fiscal year.

9.19.2.1.2. Eligibility and Conditions

9.19.2.1.2.1. Paid leave may be granted under specific Educational Code, District policy, or Collective Bargaining Agreement.

9.19.3. Conditions:

9.19.3.1. Reinstatement Rights:

9.19.3.1.1. A Unit Member returning from a leave of absence, whether paid or unpaid, shall be reinstated to their previous position or a comparable one, subject to credentialing requirements and District needs, unless an exception stated in this Article applies.

9.19.3.2. Extensions Requests:

9.19.3.2.1. Unit Members seeking to extend their leave must submit a written request to the Assistant Superintendent of Personnel for consideration prior to the expiration of their approved leave.

9.19.3.3. Compliance with Education Code:

9.19.3.3.1. All leave approvals, extensions, and separations resulting from non-compliance with notification requirements shall be processed in alignment with the California Education Code and Collective Bargaining Agreement.

9.20. **Reproductive Loss Leave**

Definition: Reproductive Loss Leave is a form of leave granted to employees who experience specific events related to the loss of a potential or planned reproductive outcome. These events may include failed adoptions, failed surrogacies, miscarriages, stillbirths, or unsuccessful assisted reproduction procedures.

9.20.1. Eligibility

9.20.1.1. All Unit Members employed by the District for at least 30 days are eligible for Reproductive Loss Leave.

9.20.2. Leave Entitlement

9.20.2.1. Duration of Leave:

9.20.2.1.1. Eligible Unit Members will be granted five (5) days of leave per reproductive loss event.

9.20.2.1.2. In cases of multiple reproductive loss events within a 12-month period, a unit member may take up to a maximum of 20 days of leave in that period.

9.20.2.2. Scheduling of Leave:

9.20.2.2.1. Leave need not be taken on consecutive days.

9.20.2.2.2. Leave must be completed within three (3) months of the reproductive loss event, unless the unit member is on or begins other legally protected leave (e.g., Pregnancy Disability Leave or California Family Rights Act leave) in connection with the event. In such cases, reproductive loss leave must be completed within three (3) months following the end of the other leave.

9.20.3. Definition of Reproductive Loss Events

9.20.3.1. The following events qualify as reproductive loss events, consistent with Government Code section 12945.6:

9.20.3.1.1. Failed Adoption:

9.20.3.1.1.1. The dissolution or breach of an adoption agreement, or an adoption not finalized due to contestation by another party.

9.20.3.1.1.2. Applies to Unit Members who would have been the parent of the adoptee had the adoption been completed.

9.20.3.1.2. Failed Surrogacy:

9.20.3.1.2.1. The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.

9.20.3.1.2.2. Applies to unit members who would have been the parent of a child born from the surrogacy.

9.20.3.1.3. Miscarriage:

9.20.3.1.3.1. A miscarriage experienced by:

9.20.3.1.3.1.1. The Unit Member.

9.20.3.1.3.1.2. The Unit Member’s current spouse

or domestic partner.

9.20.3.1.3.1.3. Another individual, if the unit member would have been a parent of the resulting child.

9.20.3.1.4. Stillbirth:

9.20.3.1.4.1. A stillbirth experienced by:

9.20.3.1.4.1.1. The Unit Member.

9.20.3.1.4.1.2. The Unit Member's current spouse or domestic partner.

9.20.3.1.4.1.3. Another individual, if the unit member would have been a parent of the resulting child.

9.20.3.1.5. Unsuccessful Assisted Reproduction:

9.20.3.1.5.1. Includes failed rounds of intrauterine insemination or assisted reproductive technology procedures (e.g., in vitro fertilization).

9.20.3.1.5.2. Applies to the Unit Member, their current spouse or domestic partner, or another individual, if the unit member would have been a parent of the resulting child.

9.20.3.1.6. Assisted Reproductions:

9.20.3.1.6.1. Refers to achieving pregnancy through artificial insemination, embryo transfer, or gamete/embryo donation.

9.20.3.1.6.2. Does not include pregnancies achieved through natural means.

9.20.4. Notice Requirement

9.20.4.1. Unit Members must notify Personnel Services of their need for Reproductive Loss Leave as soon as practicable.

9.20.5. Confidentiality

9.20.5.1. Information shared by the Unit Member will remain confidential and disclosed only to Personnel Services, necessary management personnel, or as required by law.

9.20.6. Concurrent Leave and Paid Time Off

9.20.6.1. Unit Members may use available paid leave (e.g., Personal Necessity) concurrently with Reproductive Loss Leave.

9.20.6.2. Reproductive Loss Leave is in addition to any leave used for pregnancy-related disability.

Article 10 JOB SHARING

10.1 **Definition**

10.1.2 Job sharing is defined as two (2) permanent employees in satisfactory status sharing one (1) full-time teaching assignment. Job sharing shall be by mutual consent of the District, administrators and teachers, and shall not result in any additional costs to the District.

10.2 **Terms**

10.2.1 Job sharing assignments shall be a minimum term of one (1) school year, with renewal by mutual agreement between the District, administrator and job sharers.

10.2.2 Job share participants shall be assigned to site/grade level based on credential/experience as determined by the administration.

10.2.3 The application procedure and approval for job sharing assignments must be obtained on a yearly basis.

10.2.4 The number of job share teams shall not exceed 15 or 4%, whichever is greater of the number of bargaining Unit Members listed on the 184 day teacher salary schedule unless otherwise approved by the Superintendent or designee.

10.3 **Application Procedure**

10.3.1 A written plan/application for job sharing shall be presented to the District for approval on or before March 15th prior to the school year in which job sharing is requested. Unit Members shall be informed of the status of their proposal by April 15. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial.

10.3.2 The plan must be in the best interests of the students, parents, site administrators and the District.

10.3.3 The plan must include all pertinent information concerning the assignment (i.e., description of the subject/grade level, location, and workdays, primary position holder and benefits allocation).

10.3.4 The plan shall outline how Unit Members are to share this assignment according to the California Standards for the Teaching Profession, and as listed on the application (i.e., organizational plan, learning environment, curriculum, assessment, and reporting, and professional growth).

10.3.5 One Unit Member shall be designated as the primary position holder on the application form, as mutually agreed upon by the parties. Upon the dissolution of the job share, the Unit Member designated as the primary position holder on the application form will continue in the current full-time position.

10.3.6 If the primary position holder leaves the job share for any reason in excess of twenty (20) consecutive duty days, the secondary position holder will become the primary position holder.

10.4 **Job Share Responsibilities**

10.4.1 Unit Members involved in a job share shall be responsible for the instructional days in accordance with the Job Share Agreement, shall jointly attend all staff development in-services, Back-to-School Nights, Open House events and parent conferences.

10.4.2 The participating Unit Member contracted to work at the time of the meeting will attend faculty meetings.

10.4.3 In the event of absence for any reason that exceeds twenty (20) consecutive duty days of one of the job sharers, a long-term substitute will be secured until such time as the job share teacher is able to return, not to exceed 75% of the number of days in a school year (Ed Code 44954(b) and 44918).

10.5 **Salary**

10.5.1 Participants shall be placed appropriately on the salary schedule and receive a prorated portion of the individual's yearly salary.

10.5.2 Teachers sharing jobs will receive salary step advancements only when they have accumulated 184 full-time equivalent workdays.

10.6 **Benefits**

10.6.1 The District will provide up to one (1) Health and Welfare package for the shared teaching position. The Unit Members involved may elect to purchase 50% of their benefits package, or may waive their benefits package. If one of the Unit Members declines insurance, the other Unit Member may receive the entire District Health and Welfare package.

10.6.2 Unit Members working in such positions shall also have a prorated amount of leave benefits and fixed costs including State Teachers' Retirement System (STRS).

10.7 **Options/Procedures for the Next School Year**

10.7.1 Prior to March 15th

Job share team may reapply as a job share team, subject to Article 10, as stated above.

Either/both teacher(s) may apply to job share with new partners, subject to Article 9, as stated above.

Either/both teacher(s) may return to full-time employment and shall notify the District in writing.

10.7.2 Upon dissolution of the job share, the Unit Member designated as the primary position holder will continue in the current position as a full-time teacher.

ARTICLE 11 HOURS

11.1 Year (Appendix A)

11.1.1 Certificated Teacher:
11.1.1.1 Schedule 100; 184 days

11.1.2 Permit Teacher:
11.1.2.1 Schedule 106; 184 days

11.1.3 Lead School Counselor and School Counselor:
11.1.3.1 Schedule 117; 190 days

11.1.4 School Psychologists:
11.1.4.1 Schedule 118; 205 days

11.1.5 Speech Language Specialists:
11.1.5.1 Schedule 122; 190 days
11.1.5.2 Schedule 123; 210 days

11.1.6 School Nurses:
11.1.6.1 Schedule 100; 184 days

11.2 One hundred eighty (180) days shall be instructional student attendance days.

11.3 Non-Student Workdays

11.3.1 On non-student workdays, a Unit Member's workday shall not exceed seven (7) hours and thirty (30) minutes, inclusive of a one (1) hour duty-free lunch.

11.3.2 Start times shall begin no earlier than 7:30 am and end no later than 3:30 pm.

11.3.3 An agenda shall be provided to Unit Members at least two (2) weeks in advance for all District Professional Development Days.

11.3.4 The Association President and the Assistant Superintendent of Educational Services shall meet and confer regarding structure and content of District Professional Development Days.

11.3.5 There shall be three (3) days immediately prior to the first day of student attendance. One (1) day shall be for District Professional Development. One (1) day shall be for Site Professional Development/Collaboration/Articulation. A minimum of two (2) contiguous hours shall be provided for grade level, subject area, and related services collaboration/articulation. One (1) day shall

be a Unit Member Preparation Day.

11.3.5.1 The Association shall have up to 10 (ten) minutes to address Unit Members upon request.

11.3.6 There shall be one (1) Professional Development Day during the regular work year. Psychologists, Counselors, School Nurses, APE teachers, and Speech Language Specialists shall be excluded from Professional Development Days, unless they are offered training that pertains to them.

11.3.6.1 The Association shall have up to 10 (ten) minutes to address Unit Members upon request.

11.3.7 Unit Members new to the district shall attend one (1) additional non-student workday.

11.3.7.1 The date of the New Unit Member Orientation shall be mutually selected by the Association and District prior to the start of the first student attendance day.

11.3.7.2 The District's orientation time shall not exceed seven (7) hours and thirty (30) minutes, inclusive of a one (1) hour lunch; to be compensated per Schedule 107. Start times shall be no earlier than 7:30 am and end no later than 3:30 pm. The Association President and Assistant Superintendent of Educational Services shall confer to determine the amount of time needed by the Association, not to exceed two (2) hours in length.

11.3.7.3 New Unit Members hired after the New Unit Member Orientation may attend Orientation the following year.

11.3.8 Staff Development Days shall be scheduled in full-day increments. Any Unit Member who misses a Staff Development Day without a valid excuse shall have his or her pay docked at the employee's daily rate.

11.3.8.1 A valid excuse is any leave listed under Article 9 Leaves excluding Personal Business. Any other request to miss a Staff Development Day must be approved by the Superintendent or designee.

11.4 Parent-Teacher Conferences

11.4.1 Four (4) consecutive minimum days shall be scheduled for Parent-Teacher Conferences. Unit Members shall have the option to conduct Parent-Teacher Conferences virtually from

their site, if mutually agreed upon with the parent(s).

11.4.2 If a Unit Member holds Parent-Teacher Conferences past contractual hours on their duty day to ensure the opportunity for parents/guardians to attend the Parent-Teacher Conference, then on the 4th day of conferences Unit Members shall have the opportunity to leave after student dismissal, unless the Unit Member has a previously scheduled meeting or after school duty.

11.5 Supervision Duties - (Duties are defined as assigned supervision of students before school, after school, or during a scheduled recess/nutrition break.)

11.5.1 Supervision duties, which are assigned to ensure student safety, shall be equitably distributed among site-based Unit Members. The special needs of students assigned to site-based special education teachers will be taken into consideration by the site administrator or designee when assigning non-teaching duties.

11.5.2 Supervision duties and responsibilities shall be equitably assigned by the site administrator or designee in collaboration with MTA site representative(s) or MTA designee. The duty schedule shall be shared with staff prior to the start of the student school year.

11.5.2.1 Site administration and/or designee shall meet and collaborate with the MTA site representative(s) or MTA designee as needed, or at the request of either party to consider any duty, responsibility, and/or schedule modification or revision. The current duty schedule shall be shared with Risk Management, Personnel Services, and the Association President.

11.5.2.2 No duty shall extend beyond the duty day, unless in an emergency.

11.5.2.3 No duty shall be scheduled for more than twenty (20) minutes.

11.5.2.4 Unit Members shall not leave students unattended.

11.5.2.5 Unit Member assigned to more than one site shall not be included on the site supervision duty schedule.

11.5.2.6 Psychologists, speech language specialists, and counselors shall be assigned duty based on site need.

11.5.2.7 Preschool, transitional kindergarten, and kindergarten

teachers shall supervise their assigned students from drop off to pick-up, and shall not be included on the site supervision duty schedule.

11.5.2.8 SDC teachers shall ensure their students are supervised throughout the school day from drop off to pick-up, and transitioned safely onto the bus, assisting the bus driver to safely secure student(s). SDC teachers shall not be included on the site supervision duty schedule.

11.5.2.8.1 In collaboration with special education administration, site administrator(s), and the special education teacher (SDC), the District shall provide adequate supports needed to assist with the supervision of students throughout the day. This shall include during arrival, recess, and dismissal including assisting students safely onto the bus.

11.6 Non-teaching Duties

11.6.1 Unit Members shall attend staff meetings, lesson observation conferences, and annual evaluation conferences.

11.6.2 Unit Members shall be required to attend Back to School Night and Open House or their equivalent outside of contractual hours. All required events shall be calendared at least sixty (60) days prior to the event.

11.6.2.1 No Unit Member shall be required to attend an event for more than ninety (90) contiguous minutes in length. No Unit Member shall be required to stay beyond seven (7) P.M.

11.6.2.2 On days that a Unit Member has a district-assigned evening activity, the Unit Member may leave the work site ten (10) minutes after students are dismissed. On modified days, the Unit Member may leave the work site thirty (30) minutes prior to the end of the normal workday.

11.7 Unit Members professional responsibilities also include attendance at Individualized Educational Programs (IEPs), Student Study Teams (SSTs), 504's, and meetings with parents. The District shall provide for the release of Special Education and/or General Education Teacher(s) who attend any of these meetings during instructional hours. Meetings that require scheduling outside of the Unit Member’s workday shall be

scheduled in collaboration with the Unit Member(s) and Administrator. If the meeting needs to be scheduled and started outside of the Unit Member's workday, the Unit Member shall be compensated at the hourly rate of pay. (Article 25.7.2, 25.7.3).

11.8 **Minimum Days**

11.8.1 The school day will be reduced to a minimum day each Wednesday. The purpose of the minimum day is to allow for collaboration regarding student achievement and best practices as determined by the Superintendent or designee(s).

11.8.1.1 The first and third minimum Wednesday of each calendar month may be used, by administration, for staff meetings, professional development, and/or collaboration meetings.

11.8.1.1.1 The Director of Special Education may call up to 4 agenized special education meetings per year to be scheduled on a District directed Wednesday.

11.8.1.2 The second and fourth minimum Wednesday of each calendar month shall be used, by Unit Members, for grade level, department, and content area collaboration.

11.8.1.2.1 The same grade levels or same subject matter from different sites shall be granted time to collaborate and share best practices together at a single site a minimum of three (3) times per year.

11.8.1.2.2 Unit Members in like positions (i.e. Counselors, Psychologists, RSP, SPED, SLP etc.) shall be granted time to collaborate and share best practices together at a single site, a minimum of four (4) times per year. Unit Members shall notify their immediate supervisor of the date and location of these meetings.

11.8.1.3 Any fifth minimum Wednesday shall be used for Unit Member planning.

11.8.1.4 Should a scheduling conflict arise, with advance notice of at least five (5) days, a first or third minimum Wednesday may be switched with a second or fourth minimum Wednesday with MTA site representative(s)

approval and site consensus.

11.8.2 In grades 1-5, this reduction shall provide one, contiguous, fifty-one (51) minute period every week for teacher preparation. The remainder of the time, seventy-three (73) minutes, shall be used as described in Article 11.8.1. The order in which the two periods shall be implemented will be determined by the principal and site leadership. Nothing herein shall preclude the assignment of normal after school duties.

11.8.3 Issues of emergency and compliance may require teacher attendance at meetings on minimum Wednesdays other than the first and third Wednesdays of the calendar month.

11.9 **Elementary School**

This shall include transitional kindergarten (TK) through grade five (5) in both Elementary Schools and K-8 School(s)

11.9.1 Unit Members shall have a forty-five (45) minute duty-free lunch period, except on inclement weather day schedules the duty-free lunch period shall be thirty (30) minutes for teachers. On inclement weather days Unit Members shall be free to leave after student dismissal, unless the Unit Member has a previously scheduled meeting or after school duty. If a Unit Member has a previously scheduled meeting or after school duty, the Unit Member may leave after student dismissal on another day.

11.9.2 On Student Attendance Days, Unit Members shall start their duty day thirty (30) minutes before the beginning of the student day and end twenty-five (25) minutes after the end of the student day. The length of the elementary teacher duty day shall not be affected by the reduced day schedule.

11.9.3 Individual Unit Members may request to leave the school site at the end of the student day, with Site Administrator or designee approval.

11.9.4 The kindergarten workday consists of two (2) instructional periods (a) time with students assigned, and (b) time designated to provide instructional support for a kindergarten partner. When not engaged in (a) or (b), kindergarten teachers shall be available for assistance/assignment to support student achievement as determined by the site administrator. To strategize the goals of the assistance/assignment, the site administrator shall conference with the teacher(s) prior to the assignment.

11.10 **Middle School**

This shall include grades six (6) through eight (8) in both Middle Schools

and K-8 School(s).

11.10.1 The duty day shall be four hundred fifty (450) minutes in length, inclusive of a forty-two (42) minute duty-free lunch period. The duty day shall include a common preparation period of forty-five (45) minutes per day. The length of the middle school duty day shall not be affected by the reduced day schedule. The teacher shall devote the entire preparation time to preparation activities and/or conferencing with students, parents/guardians of students, or employees on matters relevant to assigned duties.

11.10.1.1 Unit members shall not be required to attend District/Administrator scheduled meetings, unless of an emergency, more than two days a week during their common preparation period/time.

11.10.1.1.1 The two days shall not be used for staff meetings or training.

11.10.2 Individual Unit Members may request to leave the school site at the end of the student day, with Site Administrator or designee approval.

11.10.3 A Unit Member with a full-time teaching assignment shall not be required to teach more than three (3) preparations unless maintaining this limit would require the District to hire additional personnel then Site Administrators will meet with the Unit Member to strategize the assignment.

Article 12 EMPLOYEE EVALUATION

12.1 Purpose, Goal, Objective, and Procedures

To maintain the highest level of professionalism, we promote high expectations, establish professional goals, exhibit collaborative and collegial practices, develop effective procedures, recognize individual needs and develop effective strategies to address those needs, maintain clear and intentional focus, foster safe and positive environments, make data-informed decisions, and communicate/collaborate with parents and the school community.

12.1.1 The purpose of evaluation is to provide meaningful feedback to Unit Members, enable them to continually grow and improve in their professional practices, and help guide individual professional growth leading to improved student performance, and ensure fair, evidence-based employment decisions.

12.1.2 The objective of evaluation is to assist Unit Members new to the profession in acquiring the skills necessary to be effective and to guide permanent Unit Members in their career-long pursuit of excellence. The process is designed for all Unit Members to engage in ongoing self-reflection and improvement throughout their career.

12.1.3 Procedures for evaluation shall be based on the gathering of information about the Unit Member's performance through formal and informal observations by the Evaluator.

12.2 Definitions

12.2.1 Non-Permanent Unit Members – shall include Interns, Temporary, or Probationary employees.

12.2.2 Permanent Unit Members – have attained permanent status.

12.2.3 Evaluator – the administrator assigned to conduct the evaluation of a Unit Member.

12.2.4 Evaluation – the process of selecting standards, monitoring performance through observation, and providing a Summative Evaluation report appraising the effectiveness of the performance of the Unit Member and providing feedback.

12.2.5 Goal Setting Conference – a meeting between the Evaluator and Unit Member to review evaluation procedures, distribute and explain evaluation forms, review the evaluation calendar, discuss

and select areas of focus within the evaluation tool, establish goals and supports, and how to provide supporting evidence.

12.2.6 Pre-Conference – a meeting before the formal observation between the Evaluator and Unit Member that may be used to discuss standards, objectives, and the purpose of the lesson.

12.2.7 Formal Observation – a scheduled, pre-arranged observation during which the Evaluator observes and records the Unit Member's practices and student action.

12.2.8 Informal Observation – a drop-in observation by your Evaluator at various times and settings.

12.2.9 Learning Walk – a classroom visit utilizing a researched-based tool that provides principals and teachers opportunities to reflect on what students are learning, learning strategies, student interaction with the content, and student engagement. (Learning Walks are not part of the Evaluation Process.)

12.2.10 Post-Conference – a meeting that takes place between the Evaluator and Unit Member after a Formal Observation.

12.2.11 Post-Conference Written Summary – a summary written by the Evaluator after the Post-Conference to include areas of reinforcement (relative strength of the lesson) and areas of refinement (areas of improvement, if needed).

12.2.12 Mid-Year Conference – a meeting that takes place between the Evaluator and Unit Member to discuss progress on selected standards, and review supporting evidence.

12.2.13 End-of-Year Conference – a meeting that takes place between the Evaluator and Unit Member to discuss progress on selected standards.

12.2.14 Summative Evaluation – the Unit Member's formal written performance assessment for the year.

12.2.15 Peer Assistance Coaching (PAC) – a confidential process through which professional colleagues work together to reflect on current practices; expand, refine, and build new skills; share ideas through planning, co-teaching, and observations to improve professional practices.

12.3 Guidelines

12.3.1 Induction Program for New Teachers. All Temporary (other than

Intern teachers) and Probationary Teachers new to the profession are expected to participate in the District's Induction Program as a condition of employment.

12.3.1.1 Any New Teacher hire working less than seventy-five percent (75%) of the school year will be expected to participate in the Induction Program the subsequent year as a condition of employment.

12.3.3 Equal Elements - when the ratings of the elements are equally represented on the performance evaluation, the overall performance for the standard will be the lower of the two (2) ratings.

12.3.4 If a Post-Conference results in areas of refinement that could lead to a "Standard Partially Met" or "Standard Not Met" rating on the Summative Evaluation for a particular California Standards for the Teaching Profession (CSTP) or its element(s), the Unit Member shall be given no less than twenty (20) working days from the Post-Conference date to implement the recommended improvements prior to another observation (no Unit Member shall have another observation until a Post-Observation Conference is held).

12.3.4.1 This requirement does not apply to areas of safety. Any performance that results in a "Standard Partially Met" or "Standard Not Met" must be described in the Post-Conference Written Summary by the observer and discussed in the Post-Conference.

12.3.4.1.1 The performance concern is to be clearly stated with specific recommendations for improvement and specific plans for assistance.

12.3.5 Observations Required Prior to Finding of Standard Not Met. At least three (3) formal observations shall take place prior to finding that a Unit Member's "Summative Evaluation" was "Standard Not Met", except in situations contemplated in Education Code Section 44938.

12.3.5.1 Should a Unit Member be out on Leave and a third observation cannot be completed within the required timelines; the first two evaluations shall be used to complete the Member's "Summative Evaluation".

12.3.6 The Unit Member shall be allowed to respond, in writing, to all portions of the Post-Conference Written Summaries and/or Summative Evaluation. Any such response shall be attached to the

corresponding Post-Conference Written Summary and/or Summative Evaluation. A copy of the Summative Evaluation shall be given to the Unit Member, a copy shall be placed in the Unit Member's personnel file, and a copy retained by the Evaluator.

12.3.7 The Post-Conference Written Summaries and Summative Evaluation shall be signed and dated by the Unit Member. The Unit Member's signature on the aforementioned report does not indicate agreement with the evaluation.

12.3.8 Reinforcements and/or refinements set forth in the written summaries shall be presented to and discussed with the Unit Member by the Evaluator during the Post-Conference and End-of-Year Conference.

12.3.9 No areas of "Standard Partially Met" or "Standard Not Met" shall be noted in the Summative Evaluation that have not been communicated with the Unit Member. Only substantiated information shall be included in the Summative Evaluation.

12.3.10 Modification of Standards and/or Timelines for Unit Members. During the course of the evaluation period, a transfer or reassignment may occur in which the Unit Member's Goals, Standards, and/or Timelines require modification.

12.3.10.1 A Goal Setting Conference (per provisions outlined in 12.2.5) shall take place within the first two (2) weeks following the transfer or reassignment.

12.3.10.2 Amending selected standards shall be at the Unit Member's discretion. If the Unit Member's new assignment necessitates a change in the evaluation tool, new standards shall be selected.

12.3.10.3 Timelines may be altered depending upon when the transfer or reassignment takes place.

12.3.11 A Third-Party Formal Observer Request may be submitted by the Unit Member to the Assistant Superintendent of Personnel Services using the Third Party Formal Observer Request Form (Appendix C-12).

12.3.12 Only substantiated information shall be included in the evaluation.

12.3.13 The Association and the District shall jointly revise the Evaluation Tool, documents found in Appendix C, to be used in the following school year no later than June 1st.

12.3.13.1 Any changes to the Evaluation Tool shall be mutually agreed to by both parties.

12.4 Non-Permanent Unit Member Evaluation Process

12.4.1 Non-permanent Unit Members shall be observed, both formally and informally, by their Evaluator.

12.4.1.1 Unit Members may be observed informally at various times and settings throughout the day with no verbal or written response unless a performance issue is observed.

12.4.2 Non-permanent Unit Members shall be evaluated on three of the six standards per year. The standards will be selected by Administration and be different each year.

12.4.3 Evaluation and assessment of the performance of the Unit Member will be made at least once each school year for probationary Unit Members.

12.4.4 Evaluation Process, Sequence and Timeline

12.4.4.1 Goal Setting Conference – shall commence no later than the end of week six (6) from the start of school.

12.4.4.1.1 Unit Members hired after the first six (6) weeks of school shall have their Goal Setting Conference within the first two (2) weeks of service. The newly hired Unit Member's evaluation calendar may be altered as needed, in consultation with MTA, due to hire date.

12.4.4.2 Pre-Conference – may be scheduled if the Evaluator or Unit Member requests such conference to discuss any of the following: standards, objectives, lesson purpose, goals for the lesson, goals for the students, strategies, lesson plans, assessments, areas of focus, and ask questions.

12.4.4.3 Lesson Plan – the Unit Member shall provide the Evaluator with a lesson plan, in a format determined by the Unit Member, for the lesson being observed. The lesson plan shall be submitted three (3) days prior to the formal observation. If a Pre-Conference was held, the lesson plan would be due one (1) day prior to the formal observation.

12.4.4.4 Formal Observation – shall commence no later than the

end of twelve (12) calendar weeks from the start of school year.

12.4.4.5 Post-Conference – shall take place no later than ten (10) working days from the observation to provide the Unit Member an opportunity to self-reflect on their lesson with guidance and support from the Evaluator who conducted the formal observation. This conference shall be a discussion, guided by the self-reflection tool (Appendix C-5), identifying areas of reinforcement (relative strength of the lesson) and areas of refinement (areas of improvement, if needed).

12.4.4.6 Post-Conference Written Summary – shall be presented to the Unit Member no later than ten (10) working days of the Post-Conference.

12.4.4.6.1 Another cycle of Pre-Conference, lesson plan, formal observation, Post-Conference, and Post-Conference written summary shall be scheduled if the Evaluator or Unit Member requests such or if a Post-Conference results in a refinement that could lead to a "Standard Not Met" rating on the Summative Evaluation for a particular California Standards for the Teaching Profession (CSTP) or its element(s).

12.4.4.7 Mid-Year Conference – shall commence no later than the last day of semester one.

12.4.4.8 Pre-Conference – may be scheduled if the Evaluator or Unit Member requests such conference to discuss any of the following: standards, objectives, lesson purpose, goals for the lesson, goals for the students, strategies, lesson plans, assessments, areas of focus, and ask questions.

12.4.4.9 Lesson Plan – the Unit Member shall provide the Evaluator with a lesson plan, in a format determined by the Unit Member, for the lesson being observed. The lesson plan shall be submitted three (3) days prior to the formal observation. If a Pre-Conference was held, the lesson plan would be due one (1) day prior to the formal observation.

12.4.4.10 Formal Observation – shall commence no later than the end of twenty-five (25) calendar weeks from the start of school.

12.4.4.11 Post-Conference – shall take place no later than ten (10) working days from the observation to provide the Unit Member an opportunity to self-reflect on their lesson with guidance and support from the Evaluator who conducted the formal observation. This conference shall be a discussion, guided by the self-reflection tool (Appendix C-5), identifying areas of reinforcement (relative strength of the lesson) and areas of refinement (areas of improvement, if needed).

12.4.4.12 Post-Conference Written Summary – shall be presented to the Unit Member no later than ten (10) working days of the Post-Conference.

12.4.4.12.1 Another cycle of Pre-Conference, lesson plan, formal observation, Post-Conference, and Post-Conference written summary shall be scheduled if the Evaluator or Unit Member requests such or if a post conference results in a refinement that could lead to a "Standard Not Met" rating on the Summative Evaluation for a particular California Standards for the Teaching Profession (CSTP) or its element(s).

12.4.4.13 Notification of Continued Employment – The Evaluator shall make every attempt to meet with the Unit Member prior to the last Friday in February to discuss their performance evaluation and inform them of the recommendation they will be making to Personnel Services regarding future employment. The official notification of employment will come from Personnel Services prior to March 15th.

12.4.4.14 End of Year Conference – shall be conducted no later than forty (40) calendar days prior to the end of school to discuss progress on selected standards, review supporting evidence, review the Unit Member's achievements against their goals and competencies, celebrate successes, discuss areas of reinforcement and refinement, document the progress made, and, if necessary, develop an assistance plan.

12.4.4.15 Summative Evaluation - shall be presented to the Unit Member no later than thirty (30) calendar days prior to the end of school.

12.5 Permanent Unit Member Evaluation Process

12.5.1 Permanent Unit Members shall be observed, both formally and informally, by their Site Administrator(s).

12.5.1.1 Unit Members may be observed informally at various times and settings throughout the day with no verbal or written response unless a performance issue is observed.

12.5.2 Permanent Unit Members shall be evaluated every other year on three (3) standards. Two (2) standards will be selected by the Unit Member and one (1) standard will be selected by the Evaluator. These three (3) standards will form the basis for the Summative Evaluation.

12.5.3 A Unit Member receiving "Standard Partially Met" may elect to be evaluated the following school year.

12.5.4 Evaluation and assessment of the performance of the Unit Member receiving "Standard Not Met," excluding standard 6, shall be referred to Peer Assistance Coaching (PAC – subsection 12.7) and evaluated the subsequent school year.

12.5.5 A Unit Member may be evaluated at least every five (5) years under all of the following conditions:

a. The Unit Member has permanent status;

b. The Unit Member has been employed in the District for at least ten (10) years;

c. The Unit Member has two (2) previous overall Summative Evaluation rating of "Standard Met";

d. The Unit Member and Evaluator mutually agree to a cycle of up to five (5) years; and

e. Either the Unit Member or the Evaluator may withdraw consent at any time.

ee. Should the consent be withdrawn by the Evaluator, the Unit Member will be informed of the reason for withdrawal by the Evaluator.

12.5.6 Evaluation Process, Sequence and Timeline

12.5.6.1 Goal Setting Conference – shall commence no later than the end of week six (6) from the start of school.

12.5.6.2 Pre-Conference – may be scheduled if the Evaluator or

Unit Member requests such conference to discuss any of the following: standards, objectives, lesson purpose, goals for the lesson, goals for the students, strategies, lesson plans, assessments, areas of focus, and ask questions.

12.5.6.3 Lesson Plan – The Unit Member shall provide the Evaluator with a lesson plan, in a format determined by the Unit Member, for the lesson being observed. The lesson plan shall be submitted three (3) days prior to the formal observation. If a Pre-Conference was held, the lesson plan would be due one (1) day prior to the formal observation.

12.5.6.4 Formal Observation – Shall commence no later than the end of twelve (12) calendar weeks from the start of school.

12.5.6.5 Post-Conference – Shall take place no later than ten (10) working days from the observation to provide the Unit Member an opportunity to self-reflect on their lesson with guidance and support from the Evaluator who conducted the Formal Observation. This conference shall be a discussion, guided by the self-reflection tool (Appendix C-5), identifying areas of reinforcement (relative strength of the lesson) and areas of refinement (areas of improvement, if needed).

12.5.6.6 Post-Conference Written Summary – Shall be presented to the Unit Member no later than ten (10) working days after the Post-Conference.

12.5.6.6.1 Another cycle of Pre-Conference, lesson plan, formal observation, Post-Conference, and Post-Conference written summary shall be scheduled if the Evaluator or Unit Member requests such or if a post conference results in a refinement that could lead to a “Standard Not Met” rating on the Summative Evaluation for a particular California Standards for the Teaching Profession (CSTP) or its element(s).

12.5.6.7 Mid-Year Conference – Shall commence no later than the last day of semester one.

12.5.6.8 Pre-Conference – may be scheduled if the Evaluator or Unit Member requests such conference to discuss any of the following: standards, objectives, lesson purpose, goals for the lesson, goals for the students, strategies, lesson

plans, assessments, areas of focus, and ask questions.

12.5.6.9 Lesson Plan – The Unit Member shall provide the Evaluator with a lesson plan, in a format determined by the Unit Member, for the lesson being observed. The lesson plan shall be submitted three (3) days prior to the formal observation. If a Pre-Conference was held, the lesson plan would be due one (1) day prior to the formal observation.

12.5.6.10 Formal Observation – Shall commence no later than the end of thirty (30) calendar weeks from the start of school.

12.5.6.11 Post-Conference – Shall take place no later than ten (10) working days from the observation to provide the Unit Member an opportunity to self-reflect on their lesson with guidance and support from the Evaluator who conducted the Formal Observation. This conference shall be a discussion, guided by the self-reflection tool (Appendix C-5), identifying areas of reinforcement (relative strength of the lesson) and areas of refinement (areas of improvement, if needed).

12.5.6.12 Post-Conference Written Summary – Shall be presented to the Unit Member no later than ten (10) working days after the Post-Conference.

12.5.6.12.1 Another cycle of Pre-Conference, lesson plan, formal observation, Post-Conference, and Post-Conference written summary shall be scheduled if the Evaluator or Unit Member requests such or if a post conference results in a refinement that could lead to a “Standard Not Met” rating on the Summative Evaluation for a particular California Standards for the Teaching Profession (CSTP) or its element(s).

12.5.6.13 End-of-Year Conference – Shall be conducted no later than forty (40) calendar days prior to the end of school to discuss progress on selected standards, review supporting evidence, review the Unit Members achievements against their goals and competencies, celebrate successes, discuss areas of reinforcement and refinement, document the progress made, and, if necessary, develop an assistance plan - which may include putting the Unit Member back on the evaluation cycle the succeeding year, selecting three (3) standards

along with CSTP 6, or referring the Unit Member for PAC for the succeeding year.

12.5.6.14 Summative Evaluation - Shall be presented to the Unit Member at least thirty (30) calendar days prior to the end of school.

12.6 Other Certificated Personnel shall be afforded the same aforementioned provisions, and when possible, evaluated and assessed with an Evaluation Tool designed for their certification and with specific standards. If one does not exist, and the certificated personnel cannot be evaluated or assessed appropriately, the Unit Member shall be evaluated and assessed on their performance as it reasonably relates to District established and defined job responsibilities, using appropriate evaluation tools.

12.7 Peer Assistance Coaching (PAC) Referral Plan

12.7.1 Mandatory Participation: Identification

12.7.1.1 A permanent classroom teacher who receives a "Standard Not Met" rating in his/her final evaluation in areas of subject matter knowledge or teaching methods shall be evaluated in the succeeding year and shall participate in Peer Assistance Coaching (PAC) Plan designed to improve "Standard Not Met" performance. The PAC Plan structure is contained in Article 19 of this Agreement.

12.7.1.2 A Peer Assistance Coaching Referral Form shall be filled out by the Evaluator and provided to the Referred Teacher prior to the last day of school. This referral form shall be co-created by MTA and MUSD.

12.7.1.3 On or before August 30th, Assistant Superintendent of Personnel and Association President shall mutually agree upon a Peer Assistance Coach to be assigned to the Referred Teacher.

Article 13 TRANSFER AND REASSIGNMENT

13.1 **Definitions:**

13.1.1 Assignment – the grade, subject, and site of a Unit Member.

13.1.2 Transfer – an employee-initiated move from one position to a comparable position (Example: the movement of a Unit Member from one assignment, grade, subject, or site to another grade, subject, or site in alignment with their current teaching credential(s) or certificate(s)).

13.1.3 Reassignment – an employer-initiated move from one position to a comparable position (Example: the change from one assignment, grade, subject, or site to another grade, subject, or site in alignment with their current teaching credential(s) or certificate(s)).

13.1.3.1 Displacement - A designation that occurs when an employee's current position is eliminated, reorganized, or otherwise made unavailable due to programmatic changes, site reconfiguration, reduction in force, or administrative decisions unrelated to employee performance.

13.1.4 Vacancy – an unfilled position within the bargaining unit created by a known resignation, retirement, non-reelection, or a newly created position.

13.1.5 Announcement of Vacancy - email notifications shall be sent to all Unit Members during business hours. This notification will remain open until the close of business on the next work day.

13.1.6 Notice of Interest – a notification emailed to all Unit Members from the Personnel Services Department informing them to complete or update their Certificated Transfer Request Form.

13.1.7 Certificated Transfer Request Form – the form submitted to Personnel Services stating the site(s), grade level(s) and/or subject(s) the Unit Member wishes to transfer to. The Certificated Transfer Request Form is referenced in the Certificated Contract.

13.1.8 Assignment Preference Form – a form distributed by site administration to staff prioritizing grade level and subject preferences for the coming year. The Assignment Preference

Form shall be submitted to site administration.

13.1.9 Internal Shuffle– A voluntary process used at the school site that allows Unit Members to move between grade levels or subject areas at the discretion of the site administrator.

13.1.10 Round 1– The first opportunity for Unit Members to apply for open positions at all district schools.

13.1.11 Round 2– The resulting openings from round one movement are posted district-wide for Unit Member application.

13.2 **Timeline of Events:**

Schedule to facilitate annual staffing, as outlined below:

13.2.1 August:

13.2.1.1 All Unit Members shall receive a Notice of Interest email from Personnel Services. Unit Members considering a transfer shall submit a Certificated Transfer Request Form to the Director of Personnel Services.

13.2.1.1.1 When the position(s) designated on the Certificated Transfer Request Form become(s) available, the Unit Member(s) will be notified by Personnel Services. Any Unit Member that is qualified for the position and accepts an interview shall be granted one.

13.2.2 January:

13.2.2.1 All Unit Members on a leave of absence will be contacted regarding their leave status for the coming year no later than the last work day in January.

13.2.3 February:

13.2.3.1 Assignment Preference Forms shall be distributed to Unit Members by their direct supervisor no later than the Friday of the second week of February.

13.2.3.2 All Job Share applications shall be submitted to Personnel Services no later than the Friday of the second week of February.

13.2.3.3 All Job Share applicants shall be notified whether or not their applications are granted for the coming school year no later than the last work day in

February.

13.2.4 March:

13.2.4.1 Tentative assignments for classroom teachers shall be given no later than the first work day in March.

13.2.5 May:

13.2.5.1 Tentative master schedules shall be shared with Unit Members on or before the Friday prior to the last two weeks of school.

13.2.5.2 Unit Member positions other than classroom teachers shall be notified of tentative assignments on or before the Friday prior to the last two weeks of school.

13.2.5.3 Assignment changes shall only be made due to changes in student enrollment, changes to the master schedule, or due to program need.

13.2.6 Vacancies after the last day of school will be filled by external candidates.

13.3 **Transfers**

13.3.1 Unit Members shall continue in their assignment year to year.

13.3.2 Unit Members who desire a change in assignment (grade(s), subject(s), or site(s)) shall submit a Certificated Transfer Request Form to the Assistant Superintendent of Personnel or designee.

13.3.2.1 MTA President or designee shall be provided the Master Certificated Transfer List as it is updated.

13.3.3 A request to transfer may be withdrawn at any time prior to confirmation of the transfer.

13.3.3.1 The following non-prioritized criteria shall be applied to transfer requests:

- Instructional qualifications
- Teaching expertise and/or credential(s)/certification(s)
- Individual qualifications (such as, but not limited to, professional experience)

13.3.4 A Unit Member who requests a transfer, and is qualified for the position, shall be offered an opportunity to interview with the Site Administrator of the school where the vacancy exists or

with an appropriate Administrator.

13.3.5 Where the foregoing factors are substantially equal, preference in transfer shall be given to the applicant who best meets the needs of the school, as perceived by the Site Administrator.

13.3.6 If a Unit Member's request for a transfer has been denied, the Unit Member may request a written explanation of the reasons.

13.3.7 No Unit Member shall be overtly or indirectly pressured by the Administration to seek a transfer.

13.3.8 In the event a Unit Member is granted a transfer during the school year, the Unit Member shall be given two (2) release days for moving and preparation to be taken at a time when the Site Administrator is present.

13.3.8.1 In lieu of release time, a Unit Member who is transferred to another school site may, at their option, choose to prepare their room during non-duty time and be compensated for two (2) days at the existing substitute teacher rate (per schedule 104, column 3).

13.3.9 If requested, the District shall provide labor and transportation to move the Unit Member’s instructional materials to the new assignment. The District cannot be held responsible for any damages to personal items.

13.4 **Reassignment**

13.4.1 When the District/Site Administrator determines that a reassignment is necessary, the reassignment may be made for the following reasons:

- A decrease in the number of pupils at a school site that requires a decrease in staff
- Class size
- Elimination or changes in programs and/or funding
- School closings or openings
- A rating of “Standard Partially Met” on summative evaluation in current assignment
- A critical, unfillable vacancy
- Credential and/or Certification required for the position

13.4.2 No vacancy shall be filled by means of a reassignment if, in the judgment of the Site Administrator, there is a qualified volunteer, as set forth in Section 13.3.3.1 above.

13.4.3 When the District/Site Administrator determines that a reassignment is necessary, Unit Members within the impacted

Elementary grade level(s) or Middle School content area(s) will be subject to reassignment based on the following prioritized criteria:

13.4.3.1 The Unit Member's credential(s)

13.4.3.2 The requirements of the position, including required certifications

13.4.3.3 The Unit Member’s graduate degree;

13.4.3.3.1 Any documented graduate degree from an accredited institution shall qualify, and no distinction shall be made based on the discipline, specialty, duplication, or level of degree.

13.4.3.4 Site seniority

13.4.3.4.1 All years of service at a site are counted towards site seniority.

13.4.3.5 District seniority

13.4.4 Unit Members who have been reassigned within the past three school years, including Unit Members who return to their previous assignment in the current or subsequent school year, shall be ineligible for reassignment unless no other eligible Unit Member is available.

13.4.5 Reassignments shall only be undertaken to meet the needs of the students of the Menifee Union School District, as determined by the District/Site Administrator, with consultation from the Assistant Superintendent of Personnel when necessary.

13.4.6 In cases where all criteria are equal, the Assistant Superintendent or their designee shall determine the Unit Member to be reassigned to best meet the needs of the position. The Assistant Superintendent or designee shall meet with the Menifee Teachers Association President or their designee to review the selection process.

13.4.7 Unit Members who are to be reassigned shall receive notification of the reassignment two (2) weeks prior to the conclusion of their work year. If a reassignment is necessary

after that date, the Site Administrator shall communicate with the affected Unit Member and the Association President prior to the time at which the reassignment is to take place.

13.4.8 Unit Members who are reassigned at any time during the school year shall be given two (2) release days for moving and preparation to be taken at a time when the Site Administrator is present.

13.4.8.1 In lieu of release time, a reassigned Unit Member may, at their option, choose to prepare their room during non-duty time and be compensated for two (2) days at the existing substitute teacher rate (per schedule 104, column 3).

13.4.8.2 Unit Members who are notified of reassignment after their last working day shall be compensated two (2) days at the substitute rate of pay (per schedule 104, column 3).

In the event no room change is needed, Unit Members reassigned, during the school year, to a different grade level or content area, shall be given one (1) release day to plan and organize curriculum for the new grade level or content area.

13.4.9 If requested, the District shall provide labor and transportation to move the Unit Member's instructional materials to the new assignment. The District cannot be held responsible for any damages to personal items.

13.4.10 Any Unit Member reassigned due to staff reductions or filling a critical/unfillable vacancy shall be afforded first option to the previous assignment over other interested applicants if the previous assignment becomes available in the current or subsequent school year, provided the resulting vacancy can be filled internally. Under these circumstances, the criteria set forth in Section 13.4.1 shall not apply.

13.5 **Reassignments Due to Conflict in the Workplace**

13.5.1 If a Unit Member's behavior has created a personal conflict with another Unit Member resulting in an environment that is hostile, threatening, discriminatory, and/or disruptive to a Unit Member's duties, the Superintendent, or designee, and the Association President, or designee, shall attempt to informally solve the conflict. Should the conflict be unresolved, the Unit

Member may be reassigned.

13.5.2 Prior to a reassignment, the Superintendent, or designee, shall meet with the Unit Member to outline the reasons for the reassignment.

13.5.3 The District shall be limited to two (2) reassignments each school year arising from Section 13.5.1, unless the Superintendent, or designee and the Association President, or designee agree to additional reassignments.

13.5.4 A Unit Member for whom Section 13.5.1 is applied shall be moved to an opening or vacancy. If more than one opening or vacancy is available, the Unit Member may indicate preference. The District shall determine the opening/vacancy where the Unit Member will be assigned. In the event that no opening/vacancy exists, the District shall place the Unit Member as a teacher on assignment, performing substitute duties until an appropriate opening/vacancy exists.

13.5.5 Unit Members who are to be reassigned shall receive notification of the reassignment prior to the last week of school. If a reassignment is necessary after that date, the Site Administrator shall communicate with the affected Unit Member and the Association President prior to the time at which the reassignment is to take place.

13.5.5.1 Unit Members who are reassigned at any time, including the summer months, shall be given two (2) release days for moving and preparation to be taken at a time when the Site Administrator is present.

13.5.5.2 In lieu of release time, a reassigned Unit Member may, at their option, choose to prepare their room during non-duty time and be compensated for two (2) days at the existing substitute teacher rate (per schedule 104, column 3).

13.5.5.3 If requested, the District shall provide labor and transportation to move the Unit Member's instructional materials to the new assignment. The District cannot be held responsible for any damages to personal items.

13.6 **Mid-year District Initiated Permanent Classroom Changes**

13.6.1 A District-initiated permanent classroom change for the

remainder of a school year due to administrative necessity, construction, remodeling, or events outside of human control.

13.6.2 In the event the District initiates a Unit Member classroom change per Section 13.6.1, the Unit Member shall be given two (2) release days for moving and preparation to be taken at a time when the Site Administrator is present.

13.6.3 In lieu of release time, a Unit Member may, at their option, choose to prepare their room during non-duty time and be compensated for two (2) days at the existing substitute teacher rate (per schedule 104, column 3).

13.7 **Combination Classes**

13.7.1 Site Administration shall seek volunteers to teach a combination class. If there are no volunteers to teach a combination class, a teacher shall be reassigned based on provisions listed in Section 13.4, in addition to the below criteria.

13.7.1.1 No teacher shall be assigned to teach a combination class a second time until all other teachers assigned to the affected grade levels have also been assigned to, and taught, a combination class.

13.7.1.2 The affected Unit Member shall have preference to return to their previous assignment, if available.

13.7.2 This provision excludes first and second year teachers new to the profession and new to the District, from the assignment rotation, unless hired into the position.

13.8 **Vacancies**

13.8.1 Site Administrators shall make any internal assignment changes prior to posting any vacancies. If the Site Administrator wishes to hold the position for the applicant until the start of the new school year, the newly-hired Unit Member shall be informed that the assignment is only for the remainder of the current school year.

13.8.2 Unit Members' requests for transfer (grade, subject, and/or site) to vacant positions shall be given careful consideration and, when in the best interest of the District as determined by the administration, Unit Members shall be given preference

over outside applicants.

13.9 **Opening of New Schools**

13.9.1 All vacancies shall be flown by the Personnel Office for five (5) days, District-wide. A copy of the notice shall be emailed by the Personnel staff to all Unit Members on leave of absence. In acting on requests for transfer, the following non-prioritized criteria shall be applied:

- Instructional qualifications
- Teaching expertise and/or credential(s)/certification(s)
- Individual qualifications (such as, but not limited to, professional experience)

13.9.2 Where the foregoing factors are substantially equal, preference shall be given to the applicant who best meets the needs of the school as perceived by the Site Administrator. Application for an open position does not guarantee selection.

13.9.3 After all internal qualified candidates are interviewed, the resulting vacancies shall be filled from displaced Unit Members and there after a pool of external candidates.

13.10 **Closing of Schools**

13.10.1 Displaced Unit Members impacted by a school closure shall be reassigned to current vacant positions based upon provisions listed in Sections 13.3 and 13.4 prior to the selection of external candidates.

13.10.2 If requested, the District shall furnish transportation of instructional materials to assist in relocations necessitated by a transfer due to a school closure. The District cannot be held responsible for any damages to personal items.

Article 14 CLASS SIZE

14.1 Considering all appropriate resources and in accordance with Ed Code class size reduction language, school and District administration shall maintain the equitable distribution of the following pupil/teacher ratios in grades TK – 8. Should these ratios be exceeded, the school and District administration shall have thirty (30) instructional days to return pupil/teacher ratios to the listed numerical values.

14.1.1 TK: Contingent upon continued State funding, a site-wide pupil/teacher ratio of 24:1 shall be implemented to meet the requirement set forth in Education Code class size reduction language for TK.

14.1.1.1 Beginning in the 2023-2024 school year, each school site shall maintain a ratio of 24:1 in TK with an adult-to-student ratio of 10:1

14.1.2 K-3: Contingent upon continued State funding, a site-wide pupil/teacher ratio of 25:1 shall be implemented to meet the requirement set forth in Education Code class size reduction language for grades K-3.

14.1.2.1 TK shall be excluded from the K-3 site-wide pupil/teacher ratio beginning in the 2023-2024 school year.

14.1.3 If the State funding for Class Size Reduction were changed or eliminated, both parties shall meet to negotiate potential ramifications.

Grades 4-5
The District shall maintain a District-wide pupil/teacher ratio of 30:1.

Grades 6-8
The District shall maintain a District-wide pupil/teacher ratio of 30:1 in core academic classes (English/Language Arts, Math, History/Social Science and Science).

14.2 Physical Education classes at the middle school shall be exempt from the class size limit of thirty (30:1). Considering all appropriate resources, the District shall maintain a pupil/teacher ratio of forty- five to one (45:1).

14.3 Should these ratios exceed, the school and District administration shall have thirty (30) instructional days to return pupil/teacher ratios to the

aforementioned numerical values. If the ratios cannot be fixed within the 30 days, the Unit Member shall meet with the Assistant Superintendent of Personnel to discuss possible options. For every two students over, the Unit Member shall receive compensation.

14.3.1 The Unit Member shall be compensated at the Minimum Stipend as reflected in Schedule 108. Payment shall begin on day thirty-one and shall continue monthly until the overage has been corrected.

14.4 Class formation in number and composition shall be fair, equitable, and balanced.

14.5 The Assistant Superintendent of Personnel shall submit a report of district and site averages to the MTA president as requested.

Article 15 HOME TEACHERS

15.1 Home and Hospital Instruction

The Home and Hospital Instruction (HHI) Program is designed to support students who are temporarily unable to attend school due to a verified medical condition. The program ensures continuity of instruction by providing educational services in the student's home or hospital setting, as authorized by a licensed physician. This service is intended for short-term medical absences for students with ongoing or chronic health conditions.

It is important to distinguish between Home and Hospital Instruction and Home Instruction:

- Home and Hospital Instruction is provided for medical reasons, when a student is temporarily disabled and unable to attend school due to illness, injury, or surgery, as verified by a physician.

- Home Instruction, on the other hand, refers to non-medical instructional support, such as court-ordered placements, expulsion-related services, or other district-approved alternative education programs not related to a medical diagnosis.

Both services are governed by relevant provisions of the California Education Code (Section 48206.3 et seq.) and are implemented in accordance with local district policy to ensure equitable access to instruction for students unable to attend their regular school setting.

15.2 No teacher shall be required to do home teaching.

Article 16 SAVINGS

16.1 If, for any reason, any section, part, term, or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. Negotiations shall be reopened on the affected portion of this agreement upon mutual agreement of the parties.

Article 17 CONCERTED ACTIVITIES

17.1 It is agreed by both parties that there will be no refusal or failure to perform fully and faithfully all job functions and responsibilities, and that there will be no concerted action (including a strike, sick out, slow down, or any other form of work stoppage) or other interference with operations of the District by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other employee organizations to engage in such activity.

17.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all employees to do so. In the event of concerted action or other interference with the operations of the Association, the Association agrees in good faith to take all reasonable steps necessary to cease such action.

17.3 It is understood by the parties that any employee violating this Section may be subject to discipline, including termination, by the District.

Article 18 GRIEVANCE PROCEDURE

18.1 **Definitions**

18.1.1 Grievant: A grievant is a non-management certificated employee, or the Association where applicable, filing a grievance. Hereinafter, the term “grievant” shall include either the employee or the Association, whichever is applicable.

18.1.2 Grievance: A grievance shall mean a written complaint by a Unit Member that there has been an alleged violation, a misinterpretation or misapplication of a provision of this Agreement.

18.1.3 For purposes of this Article a “day” is a regular certificated work day as designated by the Board approved work calendar. In the event a grievance is filed at such a time that it cannot be resolved prior to a holiday break or the end of the school year, the grievance shall resume on the next regular certificated work day. A grievant may request, in writing, to continue the grievance process when the District Administration Office is open for regular business.

18.2 **Purpose**

18.2.1 The purpose of this procedure is to attempt to secure, at the lowest possible level, an equitable solution.

18.2.2 A grievance may informally be resolved by the grievant and their immediate supervisor, provided the resolution is not inconsistent with the terms of this agreement.

18.2.3 The grievance shall be processed and resolved as quickly as possible. Time limits may be extended by mutual agreement. Failure to adhere to the timeliness shall be deemed a waiver of the grievance.

18.2.4 Failure by the District or its representatives to issue a decision within the timeline provided herein shall constitute a denial of the grievance and the Unit Member may appeal to the next step.

18.2.5 All grievances shall be filed on the Grievance Form in Appendix F. Any change in the Grievance Form shall be mutually agreed

to by the District and the Association.

18.3 **Right to Representation**

18.3.1 A grievant may represent themselves, or may choose to be represented by the Association through level three of the grievance procedure.

18.4 **Grievance Procedure**

18.4.1 Level One

A grievance shall be filed no later than thirty (30) days after knowledge of the alleged violation. Before filing a written formal grievance commencing Level Two, the grievant shall make a good faith effort to resolve the grievance with the appropriate supervisor. If a resolution is not reached during the meeting the supervisor shall respond, in writing, within five (5) days.

18.4.2 Level Two

If the grievance is not resolved with the appropriate supervisor at Level One, the grievant may submit a Level Two (2) grievance on the Certificated Grievance Form found in Appendix F within five (5) days from the date of the response. Within five (5) days after receipt of the written grievance, the site administrator and the grievant shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within five (5) days of this meeting, the appropriate supervisor shall issue a decision in writing to the grievant and the Association.

18.4.3 Level Three

In the event the grievance is not resolved at Level Two, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision at Level Two. The Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the grievant and the Association.

18.4.4 Level Four

In the event the grievance is not resolved with the Level Three decision the Association shall appeal in writing for the grievance to be submitted to mediation within ten (10) days of the receipt of the written response. The District shall request a mediator from the State Mediation and Conciliation Service. The function of the

mediator shall be to assist the parties to achieve a mutually satisfactory resolution to the grievance. The mediation shall be scheduled at a mutually agreeable time for both the District and Association representative(s).

If a satisfactory resolution to the grievance is achieved, the parties shall execute a written agreement and thus discontinue this grievance process.

18.4.5 Level Five

In the event the grievance is not resolved at Level Four, the Association may within ten (10) days of the completion of mediation appeal in writing for the grievance to be submitted to arbitration.

18.5 **Arbitration Procedure**

18.5.1 Within ten (10) days following receipt of the Association's notice, the District shall request the California State Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall choose a mutually acceptable arbitrator by striking names until one name remains. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted.

18.5.2 The arbitrator shall have no authority to add to, subtract from, or alter any of the terms and conditions of this Agreement. The arbitrator's decision shall be limited to the specific issue or issues submitted and based upon the arbitrator's interpretation of the meaning or application of the language of this Agreement.

18.5.3 The decision of the arbitrator will be final and binding and will be submitted to the District and the Association.

18.5.4 Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party requesting a copy of the transcript shall bear the expense.

18.6 **Miscellaneous**

18.6.1 Local remedies for grievance resolution shall be exhausted

before resorting to the courts to the extent allowable by law.

18.6.2 Until there is a final disposition of a grievance, the grievant is required to conform to the original direction of their supervisor.

18.6.3 No Unit Member shall suffer any reprisals due to the processing of a grievance.

18.6.4 The Board and Administration will cooperate with the grievant in their investigation of any grievance and will furnish the grievant and Association such information as is requested for the processing of a grievance.

Article 19 PEER ASSISTANCE COACHING (PAC) PLAN [see also Article 12, Section 12.4]

19.1 **PAC Structure**

19.1.1 The training model for PAC will be based on the California Standards for the Teaching Profession (CSTP).

19.2 **Participation**

The Referred Teacher shall provide a copy of the Peer Assistance Coaching Referral Form to his/her Peer Assistance Coach at their initial conference.

The Peer Assistance Coach shall meet with the Referred Teacher within ten (10) working days of being assigned. The Peer Assistance Coach shall conduct a minimum of four (4) observations of the Referred Teacher's performance with students and shall meet with the Referred Teacher to review and discuss observations within ten (10) working days.

The improvement plan shall include the objectives to be met to achieve improvement and a monitoring schedule. The improvement plan shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory in the Peer Assistance Coaching Referral Form.

All communication between the Peer Assistance Coach, and Referred Teacher shall be confidential. The role of the Peer Assistance Coach is not to evaluate, but to provide assistance. All evaluations shall be done by administration.

19.3 **Peer Assistance Coaches**

Peer Assistance Coaches shall have the following minimum qualifications:

A teacher of the District with permanent status who is highly qualified, with the two (2) previous evaluations containing an overall rating of "meets" for each Standard 1-6, and has been employed with the District at least five (5) active and consecutive years.

Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, ability to work with adult learners, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different instructional contexts.

Compensation shall be at the teacher hourly rate from salary schedule 107 (Appendix A) not to exceed thirty (30) hours per school year.

Logs shall be kept by the peer coach indicating date, time and description of the service provided.

Peer Assistance Coaches shall be assigned to only one teacher at a time.

Peer Assistance Coaches will be provided with mileage allowance and access to computer and office supplies.

19.3.1 Permanent teachers may apply for a Peer Assistance Coach position. Notice of Peer Assistance Coach openings shall be posted at each school site for a period not less than ten (10) working days.

Selection of a Peer Assistance Coach shall be based on the criteria set forth in Section 19.3 above, and the assessment of the applicant's evaluator. Candidates selected for an interview shall demonstrate the ability to model effective classroom instruction and provide clear constructive feedback for improvement.

Peer Assistance Coaches shall be selected by the Assistant Superintendent of Personnel and the MTA President.

Article 20 EMPLOYEE DISCIPLINE

20.1 **Discipline Short of Dismissal**

20.1.1 Substantiated evidence:
All warnings, reprimands, and suspensions shall be based on substantiated evidence.

20.1.2 Confidentiality:
All reasonable steps for maintaining confidentiality shall be exercised.

20.1.3 Incompetency:

No suspension shall occur except at the express written direction of the Superintendent. Suspensions shall not be deemed appropriate in cases of purely incompetent job performance.

20.2 **Recognition of Management Responsibility**

20.2.1 The Association recognizes that the District has the right and the responsibility to take appropriate action for just cause which shall include but not be limited to instances of unprofessional conduct, violation of school laws as prescribed by the State of California, or the State Board of Education, or any reasonable regulations prescribed by the Menifee Board of Education or any reasonable directive given by a District or Site Administrator.

20.2.2 In exercising this responsibility the District agrees to use progressive discipline (as outlined in this Article) or corrections except where the nature of the offense or the possible consequences of repetition require immediate action by the District as outlined in Section 20.7.

20.3 **Verbal Warning**

Prior to any disciplinary action, the Unit Member shall be verbally warned that continued offenses may result in discipline. Verbal warning shall not be used unless the Unit Member has been made aware of the performance standard. The employee shall sign and date a receipt that he/she has received a verbal warning. The verbal warning receipt shall remain at the site only for a period of twelve (12) months from the date of issuance.

20.4 **Written Reprimand**

20.4.1 Upon repeated offense, the District shall issue the Unit Member a letter of reprimand if the member has received a verbal warning within the last twelve (12) months. The member of the unit shall sign the reprimand to acknowledge receipt and a copy shall be placed in the Unit Member's personnel file. Such written reprimand shall include directions or suggestions for corrective action.

20.4.2 Any letter of reprimand will have an active life of two (2) years after which it will be sealed and shall not constitute just cause to proceed to the next step of progressive discipline. The sealing of the documents shall not in any way prohibit the use or admission of documents in connection with disciplinary proceedings pursuant to Education Code section 44932 et seq.

20.5 **Notice of Intent to Suspend**

20.5.1 Prior to serving a Notice of Intent to Suspend, the Superintendent shall meet with the employee. They shall review the charges and the employee shall be given an opportunity to respond to the charges. Based on the information presented, the Superintendent shall determine whether or not to proceed with serving the Notice of Intent to Suspend.

20.6 **Suspension**

20.6.1 When the District chooses to suspend a certificated employee for cause pursuant to this Article, the notice of such intention shall be made in writing and served in person or by certified mail by the Superintendent or designee. The Notice of Intent to Discipline shall contain the following:

- A statement of the specific acts of omission upon which the proposed disciplinary action is based
- The penalty proposed
- The education code, policy rule, or regulation violated
- The rationale for the specific disciplinary action proposed
- Copies of the documentary evidence (receipt of verbal warning, the written warning, the reprimand, and any other related material) upon which the recommendation is based

20.6.2 Suspension will not be used unless the member of the unit has received a written reprimand about similar actions. No Unit Member shall be suspended more than fifteen (15) working days per twelve (12) month period per incident. In all instances, however, the length of the suspension shall relate to the severity of the action and the suspension history of the Unit Member.

20.6.3 At the time the employee is given the Notice of Intent to Suspend, the Unit Member shall be notified in writing of his/her right to appeal the decision to the Governing Board for their review and decision. If the employee fails to request a hearing within ten (10) working days after service of the Notice of Intent to Suspend, this will constitute a waiver of the employee's right to a hearing. The suspension may be imposed without a hearing. If appealed, the penalty shall not be applied until a decision is rendered unless such suspension is immediate as outlined in Section 20.7 of this Article.

20.6.4 If appealed, the Governing Board will hear the appeal by the next regular Board Meeting occurring at least ten (10) days after the request for appeal is received and will render a written decision within fifteen (15) days after the appeal is heard. The hearing shall be closed unless requested by the employee to be open.

20.6.5 Should the employee receive an unfavorable ruling from the Governing Board, the employee may, with the consent of the Association, appeal the decision through an evidentiary hearing as outlined in Section 20.9 of this Agreement.

20.6.6 Should the employee repeat the act which is currently being appealed by the employee, the employee may be immediately suspended.

20.7 **Immediate Suspension**

20.7.1 The exception to progressive discipline would be in instances where the nature of the offense or the possible consequences of repetition may require immediate action by the District. Such instances may include, but are not limited to the following:

- Being under the influence of alcohol or controlled substance
- Verbal or physical abuse of pupils, parents, or other employees
- Incarceration which adversely affects job performance
- Incidents that may pose a hazard to pupils, staff, property, or involve dishonesty or gross misconduct
- Insubordination, if it endangers student safety

20.7.2 In all instances the discipline shall be for just cause and members of the unit shall be provided the protection of procedural due process. Prior to immediate suspension, the employee shall meet with the Superintendent or designee to review the charges and be given an opportunity to respond to the charges. At this time the Unit Member shall be notified in writing of his/her right to appeal to the Governing Board for their review and decision.

20.7.3 If the employee fails to request a hearing within ten (10) working days after service of the Notice of Intent to Suspend, this will constitute a waiver of the employee's right to a hearing.

20.7.4 Should the employee receive an unfavorable ruling from the Governing Board, the employee may, with the consent of the Association, appeal the decision through an evidentiary hearing as outlined in Section 20.8 of this Agreement.

20.8 **Arbitration**

20.8.1 With the consent of the Association, the Unit Member shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent within ten (10) working days of receipt of the Notice of Intent to Discipline. In the absence of a demand for a full evidentiary hearing, the Superintendent may impose the proposed disciplinary action after the time period for hearing demand has expired.

20.8.2 The full evidentiary hearing shall be conducted before an arbitrator selected pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association, and the hearing shall be conducted under those rules.

20.8.3 The decision of the arbitrator (hearing officer) shall be final and binding on the District, the Association, and the employee.

20.8.4 The cost of arbitration shall be borne equally by the Association and the District. The arbitrator is without the power or authority to change the terms of this Agreement.

20.8.5 The hearing will be closed unless the employee requests an open hearing within ten (10) days prior to the hearing date.

20.9 **Settlement Short of Suspension**

20.9.1 A disciplinary action may be settled at any time following the service of Notice of Intent to Suspend. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the settlement before approving the settlement in writing.

20.10 This article is limited to suspensions of not more than fifteen (15) days. It does not preclude the District from taking action according to, or for reasons set forth in, Education Code 44939 or 44940. The parties recognize that provisions related to dismissal are governed exclusively by Education Code.

Article 21 PERSONNEL FILES

21.1 Upon request, a teacher shall have access to and the right to review material in his/her personnel file which may serve as a basis for affecting the status of his/her employment, provided that the request is made at a time when the teacher is not actually required to render services to the District.

21.2 The term “material” as used in this article shall not include ratings, reports, or records which (1) were obtained prior to the employment of the teacher involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

21.3 Material of a derogatory nature, except material mentioned in Section 21.2 above, shall not be placed in a teacher’s personnel file unless and until the teacher involved has been given notice and an opportunity to review and submit oral and/or written comments thereon. Any written comments submitted by the teacher within the time limit provided herein shall be attached to the derogatory material.

21.4 The District shall notify a Unit Member, for whom it has received a formal written complaint, unless legally impermissible. The complaint shall be investigated by the Unit Member’s site administrator or designee. If, after the investigation, the District determines the complaint is not totally without merit, unfounded, or frivolous, it shall be placed in the Unit Member’s personnel file. No complaint may be placed in a personnel file without prior notification of the Unit Member. A Unit Member shall have ten (10) work days to review and respond to the complaint before it is placed in his or her personnel file. Any written response submitted by the teacher within the time limit provided herein shall be attached to the complaint.

21.5 Complaints which are withdrawn or shown to be false shall neither be placed in the teacher’s personnel file nor utilized in any evaluation or disciplinary action against the teacher.

Article 22 YEAR-ROUND EDUCATION

22.1 **Track Selection**

22.1.1 Unit Members who are married and are assigned to a year-round program will be given consideration for same track assignment.

22.1.2 Children of members who are assigned to a year-round program will be given consideration in being assigned to the same track as the Unit Member.

22.2 **Notice to Off-Track Unit Member**

22.2.1 The District will make a reasonable effort to notify off-track Unit Members of job vacancies, changes in District policies that are pertinent, and changes at their work site.

22.3 **Personnel – Extended School Year**

22.3.1 Bargaining Unit Members working year-round school extended year days (beyond the normal duty year) shall be compensated at their per diem rate.

22.3.2 Bargaining Unit Members working year-round school extended year shall accrue additional sick leave on a prorata basis.

22.4 **Calendar**

22.4.1 The placement of the prep days shall be agreed upon during calendar negotiations with at least one day taken at the discretion of Unit Members for classroom preparation with prior approval of the Site Administrator.

22.4.2 Length and placement of reduced days for elementary and middle school shall be agreed upon during calendar negotiations each year.

22.5 **Exchanging Instructional Days**

22.5.1 Unit Members shall be entitled to exchange up to a maximum of ten (10) instructional days annually with another teacher on a different track, at the same or different site, provided that written approval for scheduling such days is given by the Site Administrator (same site) or Site Administrators (different sites) in advance. Exchange days shall not be taken on a track change day or scheduled District benchmark/State testing days. Additionally, exchange days will not be allowed during the first week of student attendance for the school year to which an employee is assigned.

22.5.2 Payback days must be scheduled at least five (5) days prior to the trade. Exchange agreements must be completed within a given school year. Failure to carry out the service obligations shall result in a loss of pay at the per diem rate of the teacher who fails the exchange agreement. The same per diem rate shall be paid to the teacher who completes the exchange agreement.

22.5.3 Requests must be submitted to the Site Administrator in writing at least five (5) days prior to the trade.

22.5.4 If the teacher who is responsible for being in the exchange assignments should be absent due to illness, the sick day shall be charged to that teacher.

22.5.5 The Unit Member shall be permitted to use personal necessity leave to cover the number of approved exchange days in the event of death or serious illness of his/her immediate family, or in case of accident involving his/her person or property or immediate family.

22.5.6 If the teacher who is responsible for being in the exchange assignment should be absent due to bereavement or jury summons/duty the absence shall be charged to the appropriate leave.

Article 23 SALARIES

23.1 The Parties agree that the following certificated salary schedules: A1, A3, A4, A5, A6, A7, A8, and A9 will be adjusted to reflect a two and thirty-eight hundredths percent (2.38%) salary increase for the 2025-26 school year, beginning July 1, 2025.

- The retroactive increase effective July 1, 2025, will apply to base pay only for personnel in paid status as of January 1, 2026.
- The two and thirty-eight hundredths percent (2.38%) ongoing increase will begin with the March 31, 2026, pay warrant.
- The retroactive increase from July 1, 2025, through February 28, 2026, will be paid on the May 29, 2026, pay warrant.

The total on-schedule compensation is two and thirty-eight hundredths percent (2.38%).

Total compensation equals two and fifty-seven hundredths percent (2.57%) salary increase.

This concludes negotiations for Salary and Benefits for the 2025-2026 School Year.

23.2 Classification Requirements

Class A	Emergency Permit, Pre-Intern Permit, Intern Credential
Class I	Bachelor’s Degree and Teaching Credential
Class II	Bachelor’s Degree and thirty (30) post baccalaureate semester units taken subsequent to the Bachelor’s Degree
Class III	Bachelor’s Degree and forty five (45) post baccalaureate semester units including an additional Certificate/Credential approved by the District or fifteen (15) semester units of a Master’s Degree, or a Master’s Degree
Class IV	Bachelor’s Degree and sixty (60) post baccalaureate semester units with a Master’s Degree or Master’s Degree and fifteen (15) semester units
Class V	Bachelor’s Degree and seventy five (75) post baccalaureate semester units with a Master’s Degree or Master’s Degree

and thirty (30) semester units

Class VI Bachelor's Degree and ninety (90) post baccalaureate semester units with a Master's Degree or Master's Degree and forty five (45) post baccalaureate semester units

23.3 **Credit for Teaching and Step Placement**

23.3.1 Unit Members are allowed year-for-year credit for comparable public school teaching experience and one-half year credit for comparable private school teaching experience.

23.3.2 Units are to be verified by official transcript or official credit certificate only. A written request by the Unit member for salary advancement to another column shall be submitted to the District and coursework must be completed on or before June 30, October 31, February 28/29 to qualify for advancement July 1, November 1, March 1. In the event official transcripts are not available at the time of application, a grade card or official statement from the appropriate accredited college/university will be accepted. Official transcripts must be into the District by April 15, August 15, and/or December 15. Failure to meet the fortyfive (45) day deadline shall result in the Unit Member being placed back on the original column at the previous rate of pay. The Unit Member shall be notified by Business Services of placement at the previous rate of pay. Within ten (10) working days of receipt of notification, the Assistant Superintendent of Business or designee shall reach out to the Unit Member to collaboratively develop a plan to re-pay any salary overpayment.

23.4 **Unit Conversion**

23.4.1 Quarter units are converted to semester units by multiplying the quarter units by two-thirds. The District shall provide each Unit Member a statement of the number of units that the District has on file for him/her, upon request.

23.5 **Daily Substitute**

23.5.1 A Unit Member may be employed by the District as a substitute teacher for an extended school year. If the Unit Member agrees to substitute while on an extended school year, he/she shall be compensated at a Column 3 of Salary Schedule 104.

23.6 **School Site Funded Extra Duty Positions**

23.6.1 The School Site Council (SSC) members shall approve the extra duty positions based on the needs of the site and the school site

plan.

23.6.2 The SSC members shall determine qualifications for all extra duty site funded positions based on the needs of the site and the school site plan.

23.6.3 All stipend positions shall be flown for five (5) days to all Unit Members at the site at which the position is located. If a qualified certificated applicant is not found, the position may be offered to other qualified person(s).

23.6.4 The minimum stipend for certificated staff shall be 4.44% of Column 2 Row 1 of the Certificated Salary Schedule 100, as reflected on Certificated Salary Schedule 108, paid monthly. Two or more Unit Members may be hired for any one position at the discretion of the SSC. If two or more Unit Members are selected for one position and agree to share the position each Unit Member shall be compensated at a prorated amount.

23.6.5 The hourly compensation for site funded extra duty positions held by certificated employees shall be the rate reflected on Certificated Salary Schedule 107, referenced in Appendix A.

23.7 **After School Clubs**

Site Administrators and School Site Leadership Teams will develop club application forms and guidelines for their site.

After school club teachers shall be compensated at the District hourly rate on certificated Salary Schedule 107, referenced in Appendix A.

23.8 **Other Compensations**

23.8.1 Middle School Substitute Service Compensation

Middle School teachers who are requested by the Site Administrator to use their prep period to perform in lieu substitute service for teachers who are absent due to scheduled school business, illness, or emergencies shall be covered by the following provisions:

Such service shall be solicited on a voluntary basis. In the event that no volunteer can be obtained, employees may be assigned on a rotating basis to perform in-lieu-service;

“In lieu” is defined as the performance of substitute service by an employee during his/her assigned prep period. Compensation of such service shall be at the district hourly rate reflected on

Certificated Salary Schedule 107, referenced in Appendix A.

23.8.2 Middle School Compensation

If a Unit Member volunteers and teaches an additional period during his/her preparation period he/she shall be compensated at the rate of one sixth (1/6) of his/her annual salary.

Intersession/Curriculum Writing/Saturday School/Zero Period teachers shall be compensated at the District hourly rate on Certificated Salary Schedule 107. Acceptance of other duty compensations shall not release the teacher from his/her daily preparation period. Said preparation shall be completed on campus at a designated time as agreed upon by the teacher and the Site Administrator.

The annual compensation for Middle School Associated Student Body (ASB) Advisor shall be eleven percent (11%) of Column 2, Row 1 of Certificated Salary Schedule 100, as reflected on Certificated Salary Schedule 108. Two (2) or more teachers may be hired at the discretion of the Site Administrator to serve as ASB Advisors. If more than one (1) teacher serves as ASB Advisor, each shall be compensated at a prorated share of eleven percent (11%) of Column 2, Row 1 of Certificated Salary Schedule 100, as reflected on Certificated Salary Schedule 108. Compensation shall be paid monthly as duties are performed.

23.8.3 National Board Certification

Upon successful completion of a pre-approved National Board Certification Program the teacher shall receive reimbursement not to exceed $2500.00

The aggregate total of said reimbursements shall not exceed fifteen (15%) of Title II (a) revenue in any given year.

Reimbursement shall be offered on a first come, first serve basis, based on a letter of intent to participate submitted to the Assistant Superintendent of Personnel on or before October 1.

Applicants will receive a response from the Assistant Superintendent of Personnel by November 1.

In lieu of reimbursement, a teacher may use documented successful completion of National Board Certification to meet the Certificate criteria (Class III) for movement on the salary

schedule.

23.8.4 Additional Compensation

The annual compensation for Reflective Coach, shall be paid monthly beginning in the October warrant as reflected on Certificated Salary Schedule 108.

23.8.5 Longevity

Effective July 1, 2016, Unit Members shall receive longevity stipends for service with the District as follows: $1,000 annually after completing 20 years of service and an additional $2,000 annually after completing 25 years of service. The stipend will be paid on a monthly basis starting on the July pay warrant after the completion of the 20th and 25th years respectively.

Article 24 SAFE AND HEALTHY WORKING CONDITIONS

24.1 The District acknowledges the importance of a safe working environment for Unit Members and accordingly prescribes appropriate safety and health standards. The District shall comply with all health, safety and sanitation requirements imposed by State and Federal law or regulations.

24.2 Unit Members shall be safety conscious in their own actions and shall report, in writing, any unsafe or unhealthy conditions to their immediate supervisor. If the issue is not addressed by the immediate supervisor within ten (10) workdays, the matter may be submitted in writing to the Assistant Superintendent or Director of Personnel Services.

24.3 In order to protect students and property, Unit Members may exercise reasonable and necessary force to protect themselves, maintain order, or protect the health and safety of students and others. Unit Members who use force shall immediately inform the site administrator or designee and make a written report. In the face of physical assaults or threats of assaults, a Unit Member may call 911. A Unit Member who calls 911 shall immediately notify the site administrator or designee and make a written report.

24.4 Any cameras installed for purposes of security shall not be installed inside classrooms and shall not be used in any employee observation, evaluation or discipline, except when criminal activity or child abuse is alleged.

24.5 Unit Members shall report any abuse of school personnel, assault/battery, or threat of force or violence to their immediate supervisor or Personnel Services.

24.5.1 The District shall take reasonable and appropriate action under the circumstances when apprised of an incident(s) of violence upon school personnel.

24.5.2 Unit Members are obligated to prepare any report(s) required by the District relating to such incidents.

24.5.3 The Site Administrator shall address the report with the affected employee within two (2) work days. The District shall communicate to the affected employee what action has been taken or is being considered by the District with respect to the incident in question, subject to privacy and safety considerations. Communication regarding actions taken, or being considered by

the District shall not exceed five (5) work days.

24.5.4 This Article does not limit a Unit Member from reporting the incident to the proper authorities or appropriate law enforcement.

24.6 The District will investigate reports of suspected unsafe facility conditions and shall take steps it deems necessary to correct conditions determined to be unsafe. The District shall, upon request, respond to the Association and the employee within ten (10) working days as to what remedial action is being considered to correct the unsafe condition. In addition, a summary report of work completion, including findings and results shall be made available to the Association upon request.

24.7 The District shall make best efforts to provide all Unit Members with a means of communication for use both inside and outside the classroom.

24.8 Any bargaining Unit Member may report a safety concern by following the process outlined in the site handbook and/or on the District website. To begin this process, the Unit Member shall file an Unsafe Conditions Report Form with site administration. The Unsafe Conditions Form will be placed in Appendix G of the Certificated Contract.

24.9 No Unit Member shall be required to perform duties under conditions which pose an immediate threat of serious bodily harm to the Unit Member.

24.10 Bargaining Unit Member(s) shall not be directed to transport students in private vehicles.

24.11 Each Unit Member shall have access to the Menifee Union School District Behavior Guidelines sent home annually.

24.12 A teacher may suspend a student from their class for the day of the suspension and the day following for any of the acts enumerated in Education Code 48900 in compliance with Education Code Section 48910.

24.13 A teacher shall be informed of a violent or potentially violent student assigned to that teacher to the extent required by Education Code Section 49079. Teachers in receipt of such information shall maintain the confidentiality required by that section.

24.14 Administration, designee, and or Unit Member shall provide known information and collaboratively discuss strategies to assist with student(s) needing support through the MTSS (Multi-Tiered System of Support)

process.

24.15 A Unit Member may request reimbursement for damaged or stolen property by using the claim form found in appendix H.

24.16 The District shall maintain a Safety Committee, which shall include representatives appointed by Menifee Teachers Association. This committee may address: Site safety, building and equipment safety concerns, and other safety related concerns as necessary. The Safety Committee will create meeting summaries to be shared with departments and site administration.

24.17 At the beginning of each school year, and ongoing, site administration shall discuss and review the Parent Student Handbook, and behavioral guidelines with staff and how they are applied at the site.

24.18 Each site staff shall have the opportunity to provide input, develop, discuss and review the behavioral and discipline procedures and expectations at their sites prior to implementation.

24.19 Each school shall adopt a comprehensive school safety plan. Each school shall review and update its plan by March 1st each year thereafter per Ed Code 32286.

24.20 The district shall supply access to site and district safety plans.

24.21 All Unit Members shall be provided with confidential communication informing them of any student(s) on their roster with an Individualized Education Plan, an Individualized Health Plan, and/or a 504 plan. Unit Members shall receive the aforementioned information from site administration at the beginning of each school year, as new students are enrolled, when any revision is made, or when a new plan is created.

24.22 With the exception of the certificated school nurse or trained health care provider, no Unit Member shall be required to perform any specialized medical service(s).

24.23 Cleaning and Disinfecting:

24.23.1 The District shall ensure that all classroom spaces, (including student desks), restrooms, common spaces, and workspaces are cleaned as recommended by federal, state, and/or local health officials. Unit Members shall be provided the cleaning schedule each school year and an updated copy, as changes are made. If the cleaning schedule is not being adhered to, a

Unit Member may report the issue to site administration.

24.23.2 Disinfecting products and hand sanitizer shall be provided.

24.23.3 Hand sanitizer stations shall be provided at various locations on school campus

24.24 Ventilation:

24.24.1 For indoor spaces, HVAC Units shall be optimized to ensure efficient ventilation balancing indoor and outdoor air.

24.24.2 HVAC Units shall be maintained with scheduled filter replacement.

24.24.3 Unit Members shall have access to air purifiers upon request. Soiled filters shall be replaced each semester.

24.25 Every classroom shall be provided with a first aid kit. The first aid kit shall be refilled upon request, but at least once a year.

24.26 Each site shall be provided with emergency supplies.

ARTICLE 25 – SPECIAL EDUCATION

25.1 **Definitions**

25.1.1 "Service Provider" refers to the person who provides direct service to students as written in IEPs and has the same meaning and is equivalent to "Education Specialist or Specialized Academic Instructor".

25.1.2 "Resource Specialist" is a special education teacher who provides instruction and services to students who are assigned to a general education classroom teacher for more than 50% of their school day and whose needs have been identified in an individualized education plan.

25.1.3 "Case manager" refers to the person responsible for coordinating all services, is the primary contact for the parent and the overall drafting of the IEPs; this person may also provide direct service to students on their caseload.

25.1.4 "Caseload" refers to the number of students with IEPs to whom the Special Education Service Provider is assigned.

25.1.5 "Workload" refers to all of the responsibilities required of the Service Provider and is based on the students' needs and class make-up (grade span and ability levels).

25.1.6 "Early Childhood Educator" refers to any Unit Member who works directly with children in an eligible preschool program.

25.1.7 "Education Specialist" is a special education teacher that conducts Educational Assessments and specialized academic instruction related to student's access to the academic core curriculum and progress towards meeting instructional academic goals, providing instruction, and Special Education Support to students.

25.1.8 "Specialized Programs": Self contained moderate to severe classrooms containing all students on functionally based and/or alternative curriculum.

25.2 **Special Education Caseloads**

The District and the Association recognize that several variables impact the workload of the Certificated Special Education Service Provider. The District shall attempt to maintain caseloads or class sizes as set forth below.

For purposes of case management. The District shall maintain caseloads or class sizes as set forth below:

25.2.1 Caseloads for Special Education Service Providers

25.2.1.1 Elementary Education Specialist Self Contained Non-Specialized Program: 15 students with IEPs

25.2.1.2 Middle School Education Specialist Non Specialized Programs: 28 students with IEPS

25.2.1.3 Education Specialist: Self Contained Special Programs: 12 Students with IEPs

25.2.1.4 Resource Specialist: 28 Students with IEPs

25.2.1.5 Adapted PE: 55 Students with IEPs

25.2.1.6 Speech Language Pathologists (SLP): 55 students with IEPs.

25.2.1.7 SLP caseloads that include both school-age and Early Childhood children shall be reduced to 47 students.

25.2.1.8 Speech Language Pathologists (SLP): Early Childhood: 40 students with IEPs.

25.2.1.9 Special educator caseloads that include both Mild/Moderate and Moderate/Severe students shall reflect the number devoted to the position of Educational Specialist Moderate/Severe: 12 Students.

25.2.1.10 Adapted PE caseloads that include both school-age and Early Childhood children shall be reduced to 50 students.

25.2.1.11 Psychologists shall not be assigned to more than two (2) physical sites per year.

25.2.1.12 The District shall attempt to equitably balance the caseloads and assessments of the psychologists.

25.2.1.13 Sites with more than one RSP teacher shall collaborate between site administration and RSP teachers to equally distribute caseloads.

25.3 **Early Childhood Special Education Program**

Teachers in the Early Childhood Special Education Program shall be assigned no more than twenty (20) total students with disabilities combined in both morning and afternoon sessions. Consideration will be given to paraprofessional hours, composition of class, and facilities. Some classes will reach their maximum numbers before others, but caseloads should be equalized as the year progresses.

25.4 **Caseload Overage**

If a Special Education Service Provider's caseload exceeds the District maximums described in Articles 25.2 and 25.3 by one (1) student, the Unit Member shall notify the Executive Director of Special Education or designee, and the Program Specialist via email. Upon receiving notification from the Unit Member, the team shall meet to discuss the caseload overage within fifteen (15) working days from the date of notification. At this meeting, if the students cannot be redistributed to other caseloads, the Special Education Service Provider may choose either (1) additional support for the classroom to assist with the overage, or (2) the "Minimum Stipend" as reflected in Schedule 108. If the stipend is selected, it shall begin to be paid starting the next scheduled workday after the meeting. The stipend shall cease at the conclusion of the pay period when the Special Education Service Provider's caseload returns to the identified District maximum or below.

25.4.1 The Special Education Service Provider's caseload (25.2.1) shall not exceed the following additional students:

25.4.1.1 SDC = 2

25.4.1.2 RSP = 4

25.4.1.2.1 A voluntarily signed Resource Specialist Caseload Waiver is required to increase the Unit Member's caseload.

25.4.1.3 Adapted PE = 10

25.4.1.4 SLP = 10

25.4.1.4.1 To assist with caseload overages a Speech Language Pathologist (SLP) who has obtained their Certificate of Clinical Competence may be assigned a part-time (50% FTE) SLPA in lieu of receiving the Minimum Stipend. This shall be on a voluntary basis.

25.4.1.4.1.1 The SLP may carry up to 25 additional students with the support of a SLPA.

25.4.1.4.2 SLPs that do not have their Certificate of Clinical Competence or choose not to carry a SLPA, shall

only be eligible to receive the Minimum Stipend.

25.5 Special Education Workloads

The District and the Association agree on the following to be applied when equitably distributing workloads at each school site.

25.5.1 Specialized Academic Instruction - Includes direct instruction and indirect service such as consultation with general education teachers, program development/individualization, modification of curriculum, and planning with related service staff.

25.5.2 Assessments and Reassessments - Includes initial assessments, interim assessments, triennial assessments, progress on goals and short-term objectives, and other special education assessments as needed.

25.5.2.1 When a Special Education Service Provider is needed, at the request of administration, outside of the regular duty day to conduct student assessments, outside of summer school or extended school year and prior to the start of the school year, or during breaks, they shall be paid at their per diem rate of pay. This shall be voluntary.

25.5.3 IEP Management Responsibilities - Includes IEP development, program development, coordination of services, parent communication related to the IEP, annual review, triennial review, progress monitoring and reporting, and manifestation determinations. May also assist with behavioral assessments and behavior plans.

25.5.4 Directing the Work of Paraprofessionals — includes directing work, training, and planning for instructional aides, one to one aides, and other paraprofessionals.

25.5.4.1 Unit Members may utilize PLT days to incorporate collaboration with paraprofessionals.

25.5.5 The District shall provide a sufficient number of Paraprofessionals to support students with IEPs. Appropriate pre-service and ongoing training shall be provided for Paraprofessionals to support students within the Special Education program.

25.6 Release Time

25.6.1 Release Time - Education Specialists or Specialized Academic Instructors (Resource/SAI and SDC/SAI teachers) shall be granted release time as needed, in half or full day increments as outlined below). This time shall be for the purposes of completing assessments, preparing IEPs and /or assessment reports, and other Special Education functions. These hours shall be during the work day and may include

substitute release time beyond the use of PLT time and non-student time periods. These hours shall be determined between the Education Specialists or Specialized Academic Instructors (Resource/SAI and SDC/SAI teachers) and the site administrator.

25.6.1.1 Up to three (3) days for elementary RSP, middle school Education Specialist and specialized program teachers

25.6.1.2 Elementary SDC Unit Members shall receive up to five (5) days and up to 8 mutually agreed upon PLTs per school year for assessments, IEP development, IEP preparation, and progress on goals.

25.6.1.3 Resource Specialists may schedule weekly assessment blocks into their schedule, in collaboration with site administration. The purpose of this period is to complete assessments, prepare IEPs and /or assessment reports, and other Special Education functions.

25.6.1.4 Secondary Education Specialists shall have an assessment period. The purpose of this period is to complete assessments, prepare IEPs and /or assessment reports, and other Special Education functions.

25.7 **Workload Concern Resolution**

Unit Members are encouraged to seek resolution to workload concerns with their immediate supervisor as a first step to discuss the situation and collaboratively resolve the concern. If the concern is not resolved, an appeal shall be submitted to the Director of Special Education for review. See Appendix I

25.8 **Individualized Education Program**

The District agrees to make every effort within the limitations of state and federal law to ensure that IEP meetings do not occur beyond the workday. The District and Unit Member shall schedule IEP meetings within the Unit Member's regular duty day unless requested by the parent/guardian or advocate. (See Article 11.7)

25.8.1 To facilitate the scheduling of IEP meetings during the regular duty day, the District shall provide a summary of all annual and triennial meeting dates for presently enrolled and identified students to each case manager, service provider, and psychologist at the start of each school year.

25.8.2 The District shall provide substitute(s) as needed for the release of Special Education and/or General Education teacher(s) when required to attend IEP meetings during regular instructional hours.

25.8.3 Meetings that require scheduling outside the Unit Member's workday will require prior approval from the Unit Member's supervisor. If the meeting

needs to be scheduled and started outside of the Unit Member's workday, the Unit Member shall be compensated at the hourly rate of pay.

25.8.4 If available, the District shall provide the teacher(s) of record with a copy of the current IEP, Behavior Plan, Health Care Plan and Psychological Report, when assigning the student.

25.9 **Supporting Students with IEPs in the General Education Classrooms**

25.9.1 Insofar as possible, the affected Unit Member(s) will be notified when students with IEPs are assigned into the general education classroom and will be provided a copy of the student's IEP and, if applicable, the student's behavior plan.

25.9.2 The District and the Association support successful placement of students with IEPs in general education classrooms and recognize the impact on the workload of general education classroom teachers. The site administrator should assign students in such a way as to minimize the impact and equalize student load.

25.9.3 Site Administration shall, insofar as possible, equitably distribute students with IEPs among general education classes and course sections at each school site (in compliance with the law and student need), and shall give special consideration to the teachers of the classes including students with IEPs.

25.9.4 When a general education teacher believes that the number or needs of students with active IEP goals directly related to the general education curriculum may impact the teacher's ability to effectively deliver instruction, the teacher may submit a written request for a meeting with site administration to discuss additional support.

Upon receipt of such a request, site administration shall meet with the general education teacher within ten (10) workdays to review classroom composition and collaboratively develop a support plan.

25.9.5 The District shall offer training on behavior and instructional strategies to all special education and general education teachers.

25.10 **Training**

Certified behavior training shall be made available to all Special Education Unit Members. This training shall be offered during the duty day and during school breaks on a voluntary basis with compensation at the teacher hourly rate of pay per schedule 107.

25.11 **Joint Special Education Committee**

25.11.1 The District and MTA representatives agree to create a Joint Special Education Committee to meet and discuss, and attempt to resolve special education issues and concerns in a collaborative problem solving manner.

25.11.1.1 The Joint Special Education Committee shall be composed of no more than ten (10) voluntary members. The five (5) certificated team members appointed by MTA (one of whom shall serve as a co-chairperson) shall consist of a cross-section of Mild/Mod SDC/SAI, Mod/Severe SDC/SAI, SLP, RSP/SAI, Psychologist, Adapted PE or other Special Education Service Provider with subject matter expertise. The District Team members shall consist of the Director of Special Education (who shall serve as a co-chairperson), and four District and/or school site Administrators.

25.11.1.2 The meetings of the Joint Special Education Committee shall be conducted jointly by the co-chairpersons.

25.11.1.3 The Joint Special Education Committee co-chairpersons shall set a mutually agreed upon agenda. Requested revisions shall be submitted to the co-chairpersons no later than five (5) days prior to the next meeting.

25.11.2 The first meeting of each school year shall be held no later than November 1st.

25.11.3 The Joint Special Education Committee may meet up to two additional times during the school year, during contractual hours. These meetings shall be scheduled for a full day or half day, with substitute coverage provided, as deemed necessary. Should other meetings be deemed necessary by the Committee, these additional meetings may be held outside the contractual day. If the meetings need to be scheduled and held outside of the Unit Members work day, the Unit Member shall be compensated as per Teacher Hourly Rate, Certificated Hourly Salary Schedule 107, Row 1.

25.11.4 The Joint Special Education Committee may recommend the formation of a “Sub-Committee to address specific concerns based on needs and discussion topics.

25.11.4.1 The Sub-Committee members shall be determined on a voluntary basis by invitation of the Joint Special Education Committee.

25.11.4.2 If the parties cannot mutually agree upon the formation of a Sub-Committee, the Superintendent, or designee, and the Association President, or designee, shall meet and confer on

the need for a Sub-Committee and outline the reasons for the approval or denial.

25.11.5 Practices and procedures developed and recommended by the Joint Special Education Committee will be reported to all stakeholder groups, including all teachers, special education service providers, school site administrators, and District administrators.

25.12 **Conformance with Education Code and Federal Law**

In the event that provisions of this Article are modified by changes in Federal law and/or the Education Code, it is agreed that the Joint Special Education Committee will meet to discuss necessary modifications to this Article and shall submit recommendations for change to be negotiated by MTA and MUSD.

	COLUMN A	BA CLASS I	BA+30 CLASS II	BA+45* OR MA CLASS III	BA+60 W/MA OR MA+15 CLASS IV	BA+75 W/MA OR MA+30 CLASS V	BA+90 W/MA OR MA+45 CLASS VI
ROW	**COLUMN I**	**COLUMN II**	**COLUMN III**	**COLUMN IV**	**COLUMN V**	**COLUMN VI**	**COLUMN VII**
1	58,245.00	66,568.00	69,051.00	75,745.00	79,514.00	83,304.00	86,623.00
2		69,051.00	71,522.00	78,216.00	82,001.00	85,778.00	89,101.00
3		71,522.00	74,004.00	80,700.00	84,478.00	88,253.00	91,575.00
4		74,004.00	76,483.00	83,177.00	86,952.00	90,727.00	94,048.00
5		76,483.00	78,960.00	85,652.00	89,431.00	93,205.00	96,532.00
6		78,960.00	81,433.00	88,220.00	92,122.00	96,015.00	99,342.00
7		81,433.00	83,910.00	90,785.00	94,809.00	98,830.00	102,154.00
8		83,910.00	86,391.00	93,355.00	97,500.00	101,642.00	104,967.00
9		86,391.00	88,866.00	95,930.00	100,191.00	104,449.00	107,773.00
10			91,336.00	98,495.00	102,880.00	107,264.00	110,586.00
11				101,917.00	106,422.00	110,933.00	114,261.00
12				105,343.00	109,970.00	114,601.00	117,924.00
13				108,760.00	113,514.00	118,268.00	121,595.00
14					117,062.00	121,935.00	125,261.00
15						125,947.00	130,610.00
16							130,610.00
17							131,795.00
18							131,795.00
19							131,795.00
20							132,981.00
21							132,981.00
22							132,981.00
23							134,957.00
24							134,957.00
25							134,957.00
26							138,910.00

HEALTH AND WELFARE
Family medical plan & $10,000 employee life insurance premium not to exceed $12,250.00 Effective 07/01/2025.

*Family medical plan & $10,000 employee life insurance premium not to exceed $12,500.00 *Effective 01/01/2026.

NOTE: The Menifee Union School District allows year for year credit for prior public school teaching experience and 1/2 year credit for prior private school teaching experience.

POSITION TITLE
ADAPTED PE TEACHER
DISTRICT INSTRUCTIONAL SPECIALIST
ELEMENTARY TEACHER
EXPANDED LEARNING TOSA
INTERVENTION SPECIALIST
LH/SDC TEACHER
MIDDLE SCHOOL TEACHER
MUSIC TEACHER
RSP TEACHER
RSP/SDC TEACHER
SCHOOL NURSE
TOSA SPECIAL EDUCATION
VIRTUAL EDUCATOR

COLUMN A Emergency Permit, Short Term Staff Permit, Provisional Internship Permit, Internship Credential

CLASS I **Bachelor's Degree and Teaching Credential**
CLASS II **Bachelor's Degree and 30 semester units taken subsequent to BA**
CLASS III* **Bachelor's Degree and 45 semester units including an additional certificate/credential or 15 semester units of a Master's Degree program approved by the District or a Master's Degree**
CLASS IV **Bachelor's Degree and 60 semester units with a MA or MA and 15 semester units earned subsequent to MA**
CLASS V **Bachelor's Degree and 75 semester units with a MA or MA and 30 semester units earned subsequent to MA**
CLASS VI **Bachelor's Degree and 90 semester units with a MA or MA and 45 semester units earned subsequent to MA**

Longevity--Upon completion of 20th year $1,000 annually. Upon completion of 25th year $3,000 annually.

Approved by the Governing Board 2/10/2026 effective 3/01/2026; retroactive to 7/01/2025 on base salary

APPENDIX A-1 CERTIFICATED SALARY SCHEDULE 100 (184 DAYS)

ROW	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
1	200.00	225.00	205.00	250.00

ROW 1 COLUMN I Daily rate for substitute teacher
COLUMN II Long-term rate for substitute teacher
COLUMN III Daily rate for current employees
COLUMN IV Long-term rate for substitute teacher - Self Contained SPED Class

ROW	AA OR 60 CLASS I	90 CLASS II	B.A. CLASS III	BA + 15 CLASS IV	M.A. OR BA + 45 CLASS V
1	43,842.00	47,091.00	49,623.00	52,605.00	55,761.00
2	45,261.00	47,982.00	50,864.00	53,924.00	57,160.00
3	46,382.00	49,181.00	52,129.00	55,260.00	58,569.00
4	47,549.00	50,422.00	53,431.00	56,646.00	60,043.00
5	48,735.00	52,386.00	54,772.00	58,064.00	61,549.00

HEALTH AND WELFARE

Family medical plan & $10,000 employee life insurance premium not to exceed $12,250.00. Effective 07/01/2025.

*Family medical plan & $10,000 employee life insurance premium not to exceed $12,500.00 *Effective 01/01/2026.

NOTE: The Menifee Union School District allows year for year credit for prior public school teaching experience and 1/2 year credit for prior private school teaching experience.

POSITION TITLE

PERMIT TEACHER - PRESCHOOL

Longevity--Upon completion of 20th year $1000 annually. Upon completion of 25th year $3000 annually.

Approved by the Governing Board 2/10/2026 effective 3/01/2026; retroactive to 7/01/2025 on base salary

APPENDIX A-3 PERMIT TEACHER SALARY SCHEDULE 106 (184 DAYS)

MENIFEE UNION SCHOOL DISTRICT
CERT HOURLY SALARY SCHEDULE
3/1/2026
SCHEDULE 107 (HOURLY)

ROW	COLUMN I
1	53.254
*2	53.254
**3	60.000
**4	28.570

1 Teacher Hourly Rate
*2 Home Hospital Hourly Rate
**3 ESY Hourly Rate
**4 ELOP Teacher Substitute Hourly Rate

Teacher Hourly Rate is based on .08 percent (.0008) of Column 2 Row 1 of the 184 day Certificated Salary Schedule

*Approved by the Governing Board 10/21/2025 effective 10/22/2025
**Approved by the Governing Board 1/13/2026 effective 1/14/2026
Approved by the Governing Board 2/10/2026 effective 3/01/2026

APPENDIX A-4 CERTIFICATED HOURLY SALARY SCHEDULE 107

ROW	COLUMN I
1	295.562
2	813.609
3	222.222
4	400.000

ROW	CLASSIFICATION
1	Minimum Stipend**
1	District Leadership Team Member Stipend**
2	ASB Coordinator Stipend*
3	Reflective Coach Stipend (1 Candidate)*
4	Reflective Coach Stipend (2 Candidates)*

Based on 4.44% of Column 2, Row 1 of CE Schedule 100 per MTA contract. (row 1)
Based on 11% of Column 2, Row 1 of CE Schedule 100 per MTA contract. (row 2)

*Paid 9 months from October through June
**Paid 10 months from September through June

Approved by the Governing Board 2/10/2026 effective 3/01/2026

	COLUMN A	BA CLASS I	BA+30 CLASS II	BA+45 OR MA CLASS III	BA+60 W/MA OR MA+15 CLASS IV	BA+75 W/MA OR MA+30 CLASS V	BA+90 W/MA OR MA+45 CLASS VI
ROW	**COLUMN I**	**COLUMN II**	**COLUMN III**	**COLUMN IV**	**COLUMN V**	**COLUMN VI**	**COLUMN VII**
1	60,146.00	68,738.00	71,296.00	78,217.00	82,109.00	86,019.00	89,451.00
2		71,296.00	73,852.00	80,771.00	84,677.00	88,578.00	92,010.00
3		73,852.00	76,418.00	83,332.00	87,233.00	91,133.00	94,560.00
4		76,418.00	78,973.00	85,890.00	89,788.00	93,686.00	97,114.00
5		78,973.00	81,531.00	88,447.00	92,345.00	96,239.00	99,671.00
6		81,531.00	84,087.00	91,098.00	95,123.00	99,145.00	102,580.00
7		84,087.00	86,648.00	93,750.00	97,902.00	102,047.00	105,483.00
8		86,648.00	89,206.00	96,408.00	100,679.00	104,954.00	108,388.00
9		89,206.00	91,761.00	99,056.00	103,456.00	107,854.00	111,291.00
10			94,317.00	101,705.00	106,236.00	110,764.00	114,197.00
11				105,238.00	109,894.00	114,549.00	117,986.00
12				108,774.00	113,556.00	118,339.00	121,770.00
13				112,310.00	117,220.00	122,126.00	125,558.00
14					120,880.00	125,912.00	129,342.00
15						129,452.00	134,068.00
16							134,068.00
17							135,252.00
18							135,252.00
19							135,252.00
20							136,439.00
21							136,439.00
22							136,439.00
23							138,416.00
24							138,416.00
25							138,416.00
26							142,367.00

HEALTH AND WELFARE
Family medical plan & $10,000 employee life insurance premium not to exceed $12,250.00 Effective 7/01/2025.

*Family medical plan & $10,000 employee life insurance premium not to exceed $12,500.00 *Effective 1/01/2026.

NOTE: The Menifee Union School District allows year for year credit for prior public school teaching experience and 1/2 year credit for prior private school teaching experience.

POSITION TITLE
SCHOOL COUNSELOR

COLUMN A Emergency Permit, Short Term Staff Permit, Provisional Internship Permit, Internship Credential

CLASS I **Bachelor's Degree and Teaching Credential**
CLASS II **Bachelor's Degree and 30 semester units taken subsequent to BA**
CLASS III **Bachelor's Degree and 45 semester units including an additional certificate/credential or 15 semester units of a Master's Degree program approved by the District or a Master's Degree**
CLASS IV **Bachelor's Degree and 60 semester units with a MA or MA and 15 semester units earned subsequent to MA**
CLASS V **Bachelor's Degree and 75 semester units with a MA or MA and 30 semester units earned subsequent to MA**
CLASS VI **Bachelor's Degree and 90 semester units with a MA or MA and 45 semester units earned subsequent to MA**

Longevity: Upon completion of 20th year $1,000 annually. Upon completion of 25th year $3,000 annually.

Approved by the Governing Board 2/10/2026 effective 3/01/2026; retroactive to 7/01/2025 on base salary

APPENDIX A-6 CERTIFICATED SALRY SCHEDULE 117 (190 DAYS)

	BA	BA+30	BA+45 OR MA	BA+60 W/MA OR MA+15	BA+75 W/MA OR MA+30	BA+90 W/MA OR MA+45
ROW	**CLASS I**	**CLASS II**	**CLASS III**	**CLASS IV**	**CLASS V**	**CLASS VI**
1	85,288.00	88,466.00	97,048.00	101,882.00	106,729.00	110,987.00
2	88,466.00	91,638.00	100,217.00	105,067.00	109,905.00	114,161.00
3	91,638.00	94,815.00	103,397.00	108,235.00	113,075.00	117,329.00
4	94,815.00	97,994.00	106,570.00	111,409.00	116,242.00	120,499.00
5	97,994.00	101,163.00	109,742.00	114,581.00	119,416.00	123,675.00
6	101,163.00	104,336.00	113,039.00	118,029.00	123,021.00	127,279.00
7	104,336.00	107,507.00	116,326.00	121,475.00	126,622.00	130,885.00
8	107,507.00	110,687.00	119,615.00	124,922.00	130,228.00	134,484.00
9	110,687.00	113,861.00	122,905.00	128,367.00	133,832.00	138,086.00
10		117,032.00	126,196.00	131,814.00	137,434.00	141,688.00
11			130,583.00	136,357.00	142,131.00	146,393.00
12			134,970.00	140,903.00	146,835.00	151,090.00
13			139,351.00	145,438.00	151,533.00	155,792.00
14				149,986.00	156,230.00	160,490.00
15						165,589.00
16						165,589.00
17						166,776.00
18						166,776.00
19						166,776.00
20						167,960.00
21						167,960.00
22						167,960.00
23						169,937.00
24						169,937.00
25						169,937.00
26						173,889.00

CLASS III Bachelor's Degree and 45 semester units including an additional certificate/credential or 15 semester units of a Master's Degree program approved by the District or a Master's Degree

CLASS IV Bachelor's Degree and 60 semester units with a MA or MA and 15 semester units earned subsequent to MA

CLASS V Bachelor's Degree and 75 semester units with a MA or MA and 30 semester units earned subsequent to MA

CLASS VI Bachelor's Degree and 90 semester units with a MA or MA and 45 semester units earned subsequent to MA

Longevity--Upon completion of 20th year $1,000 annually. Upon completion of 25th year $3,000 annually.

Approved by the Governing Board 2/10/2026 effective 3/01/2026; retroactive to 7/01/2025 on base salary

HEALTH AND WELFARE

Family medical plan & $10,000 employee life insurance premium not to exceed $12,250.00 Effective 7/01/2025.

**Family medical plan & $10,000 employee life insurance premium not to exceed $12,500.00
*Effective 1/01/2026.
NOTE: The Menifee Union School District allows year for year credit for prior public school teaching experience and 1/2 year credit for prior private school teaching experience.

POSITION TITLE

SCHOOL PSYCHOLOGIST

APPENDIX A-7 PSYCHOLOGIST SALARY SCHEDULE 118 (205 DAYS)

Menifee Union School District
Speech Language Pathologist Salary Schedule

Duty Days	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine
210									
ROW	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII	COLUMN VIII	COLUMN IX
1	123,001.000	126,211.000	130,355.000	134,588.000	138,777.000	142,959.000	149,064.000	154,028.000	158,540.000

Step 6, 7, 8 and 9 Longevity Steps

Step: 6 is a longevity step that will be awarded to those employees who have completed Step 5 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed ten (10) years of service.

Step 7:is a longevity step that will be awarded to those employees who have completed Step 6 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed fifteen (15) years of service.

Step 8:is a longevity step that will be awarded to those employees who have completed Step 7 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed twenty (20) years of service.

Step 9:is a longevity step that will be awarded to those employees who have completed Step 8 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed twenty-five (25) years of service.

Health and Welfare:
Family medical plan and $10,000 employee life insurance premium not to exceed $12,250.00 Effective 7/01/2025.
*Family medical plan and $10,000 employee life insurance premium not to exceed $12,500.00 *Effective 1/01/2026.

Service Credit:
The Menifee Union School District allows year for year credit for prior pubic school teaching experience and .5 year credit for prior private school teaching experience.

Negotiated Longevity Stipend:
Upon completion of the 20th year $1,000 annually
Upon completion of the 25th year $3,000 annually

Approved by the Governing Board 2/10/2026 effective 3/01/2026; retroactive to 7/01/2025 on base salary

Menifee Union School District
Speech Language Pathologist Salary Schedule

Duty Days	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Step Eight	Step Nine
190									
ROW	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII	COLUMN VIII	COLUMN IX
1	111,288.000	114,192.000	117,987.000	121,770.000	125,560.000	129,345.000	134,868.000	139,359.000	143,441.000

Step 6, 7, 8 and 9 Longevity Steps

Step: 6 is a longevity step that will be awarded to those employees who have completed Step 5 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed ten (10) years of service.

Step 7:is a longevity step that will be awarded to those employees who have completed Step 6 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed fifteen (15) years of service.

Step 8:is a longevity step that will be awarded to those employees who have completed Step 7 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed twenty (20) years of service.

Step 9:is a longevity step that will be awarded to those employees who have completed Step 8 with a full year of creditable services as defined by 75% of annual duty days in paid status in their position and have completed twenty-five (25) years of service.

Health and Welfare:
Family medical plan and $10,000 employee life insurance premium not to exceed $12,250.00 Effective 7/01/2025.
*Family medical plan and $10,000 employee life insurance premium not to exceed $12,500.00 *Effective 1/01/2026.

Service Credit:
The Menifee Union School District allows year for year credit for prior pubic school teaching experience and .5 year credit for prior private school teaching experience.

Negotiated Longevity Stipend:
Upon completion of the 20th year $1,000 annually
Upon completion of the 25th year $3,000 annually

Approved by the Governing Board 2/10/2026 effective 3/01/2026; retroactive to 7/01/2025 on base salary

MENIFEE Union School District
Inquiry ★ Heart ★ Discovery

ALL ABSENCES MUST ACCOMPANY THIS FORM (9.5)
Complete this form as directed and submit to your Timekeeper

It is the responsibility of the employee to submit an Employee Leave Request Form for all absences prior to the absence or upon return to work by the end of the next business day (9.4)

CERTIFICATED EMPLOYEE LEAVE REQUEST

(for unpaid absences use the *Application for Unpaid Absence* form)

Name: _____ **Site:** _____ **Year:** _____

Date(s) of absence: _____ **# of full work days:** _____ **# of half work days:** _____

I understand that:
All leaves shall be taken in accordance with the leave provisions in the Certificated Contract and California Education Code.
When possible, advance approval is requested in order to plan appropriately for the absence.

I hereby request leave be granted as indicated and understand it is my responsibility to submit this form upon return to work by the end of the next business day: 9.4

____**SICK LEAVE - choose one from below**

____Personal Illness

____Doctor/Dental Appointment

____Extended Illness Leave (**requires medical certification which must be provided to Health and Welfare and/or the school site)**

____**KIN CARE** (**amount available is not less than the sick leave that would be accrued in a 6 month period to attend to an ill child, parent or spouse**) **9.6.1** Relationship: _____

PERSONAL NECESSITY - **Choose one from below**. ***Not available for purposes of personal convenience, or for the extension of a holiday or vacation, or for recreational activities and will be deducted from Sick Leave*** **(9.7.1). LIMITED TO 7 DAYS PER SCHOOL YEAR. 9.7.2**

____Imminent danger to home and property

____Extension of Bereavement Leave

____Death or serious illness of immediate family as defined in article 9.2*

____Accident involving person or property of employee or immediate family as defined in article 9.2*

____Other – **(SPECIAL CIRCUMSTANCES PRE-APPROVAL REQUIRED by Superintendent or Designee (Director of Personnel) 9.7.1**
Explanation: _____

____Other – **(CONFIDENTIAL AND SENSITIVE CIRCUMSTANCES PRE-APPROVAL REQUIRED by Site Administrator) 9.7.2**
Verbal Explanation Given: Immediate Supervisor Initials_____

____Personal Business – **No reason need to be specified** (**4 day limit - NOT granted during the first two days of student attendance or on a site or District sponsored professional development day, scheduled District benchmark/state testing days, or mandatory prep day) 9.8.1**

Continued on Back

_____**JURY DUTY** (**Jury Duty Certification required - please attach copy**)

_____**BEREAVEMENT** (**limited to 5 days for immediate family pursuant to article 9.13**)
preapproval if possible Relationship: _____

_____**STUDY LEAVE** (**minimum of 1 quarter and a maximum of 1 school year - 4 month notice needed**)

_____**OTHER (FOR TIME KEEPER: Union Business send copy to Director of Personnel / School Site Business - Keep at site for your records)**

Description: _____

_____

Employee Signature: _____ Date: _____

Employee email address (please use the one you check frequently if you do not utilize your MUSD email account):

_____ (please print clearly)

Approved ___ Denied ____ Supervisor:_____Date: _____

Reason: _____

Timekeeper use only:

P/N taken _____ P/B taken _____ Sick taken: _____ Aesop verified _____

Additional information:

- Whenever the District has the reason to believe that there may have been abuse of paid leave benefit, the Superintendent or his/her designee may require the teacher to verify the legitimacy of any request for paid leave. 9.3
- For **Family Care and Medical Leave** (**including Pregnancy Disability Leave**) please contact Health and Welfare Benefit Specialists.

MENIFEE UNION SCHOOL DISTRICT
ANNUAL EVALUATION FORM

Name: _____ Site: _____ Date: _____
Assignment: _____ ☐ Temporary ☐ Pre-Intern ☐ Intern ☐ Preliminary ☐ Clear

Instructions: Indicate one of the following ratings for each element: Exemplifies Standard (E); Meets the Standard (M); Needs Improvement (N); Unsatisfactory (U). Ratings of (U) or (N) must be accompanied by specific suggestions for improvement. Comments are encouraged for ratings of (E) and (M). Indicate an Overall Rating of (M) Meets the Standard, (N) Needs Improvement, or (U) Unsatisfactory for each standard.

Standard					Comments
Standard 1: Engaging and Supporting All Students In Learning *Standard Rating:* ☐ M ☐ N ☐ U					
Elements	**Rating**				
	E	M	N	U	
The Teacher:					
1.1 Connects students' prior knowledge, life experiences, and interests with learning goals.	☐	☐	☐	☐	
1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs.	☐	☐	☐	☐	
1.3 Facilitates learning experiences that promote autonomy, interaction, and choice.	☐	☐	☐	☐	
1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.	☐	☐	☐	☐	
1.5 Promotes self-directed, reflective learning for all students.	☐	☐	☐	☐	

Standard		Comments
Standard 2: Creating and Maintaining an Effective Environment for Student Learning *Standard Rating:* ☐ M ☐ N ☐ U		
Elements	**Rating** E M N U	
The Teacher:		
2.1 Creates a physical environment that engages all students.	☐☐☐☐	
2.2 Establishes a climate that promotes fairness and respect.	☐☐☐☐	
2.3 Promotes social development and group responsibility.	☐☐☐☐	
2.4 Establishes and maintains standards for student behavior.	☐☐☐☐	
2.5 Plans and implements classroom procedures and routines that support learning.	☐☐☐☐	
2.6 Uses instructional time effectively.	☐☐☐☐	

Standard		Comments
Standard 3: Understanding and Organizing Subject Matter for Student Learning *Standard Rating:* ☐ M ☐ N ☐ U		
Elements	**Rating** E M N U	
The Teacher:		
3.1 Demonstrate knowledge of subject matter content and student development.	☐☐☐☐	
3.2 Organizes curriculum to support student understanding of subject matter.	☐☐☐☐	
3.3 Interrelates ideas and information within and across subject matter areas.	☐☐☐☐	
3.4 Develops student understanding through instructional strategies that are appropriate to subject matter.	☐☐☐☐	
3.5 Uses materials, resources, and technologies to make subject matter accessible to students.	☐☐☐☐	

Standard		Comments
Standard 4: Planning Instruction and Design Learning Experiences for All Students *Standard Rating:* ☐ M ☐ N ☐ U		
Elements	**Rating**	
	E M N U	
The Teacher:		
4.1 Draws on and values students' backgrounds, interests, and developmental learning needs.	☐☐☐☐	
4.2 Establishes and articulates goals for student learning.	☐☐☐☐	
4.3 Develops and sequences instructional activities and materials for student learning	☐☐☐☐	
4.4 Designs short-term and long-term plans to foster student learning.	☐☐☐☐	
4.5 Modifies instructional plans to adjust for student needs.	☐☐☐☐	

Standard		Comments
Standard 5: Assessing Student Learning *Standard Rating:* ☐ M ☐ N ☐ U		
Elements	**Rating**	
	E M N U	
The Teacher:		
5.1 Establishes and communicates learning goals for all students.	☐☐☐☐	
5.2 Collects and uses multiple sources of information to assess student learning.	☐☐☐☐	
5.3 Involves and guides all students in assessing their learning.	☐☐☐☐	
5.4 Uses the results of assessments to guide instruction.	☐☐☐☐	
5.5 Communicates with students, families, and other audiences about student progress.	☐☐☐☐	
5.6 Students demonstrate progress towards the attainment of grade-level academic standards as evidenced by results from, but not limited to, CRT (Criterion Reference Tests).	☐☐☐☐	

Standard		Comments
Standard 6: Developing as a Professional Educator *Standard Rating:* ☐ M ☐ N ☐ U		
Elements	**Rating** E M N U	
The Teacher:		
6.1 Reflects on teaching practice and plans professional development.	☐☐☐☐	
6.2 Establishes professional goals and pursues opportunities to grow professionally.	☐☐☐☐	
6.3 Works with communities to improve professional practice.	☐☐☐☐	
6.4 Works with families to improve professional practice.	☐☐☐☐	
6.5 Works with colleagues to improve professional practice.	☐☐☐☐	
6.6 Complies with established rules, regulations, policies,and laws.		Select One: ☐ Unsatisfactory ☐ Meets the Standard
6.7 Balances professional responsibilities and maintains motivation.		Comments Only:

- A teacher must receive (M's) and (E's) in all **ELEMENTS** for any one Standard to receive an **Overall Rating** of Meets the Standard.
- A single (N) in an **ELEMENT** of any one Standard may result in a Rating of Meets the Standard or Needs Improvement for the Standard at the Evaluator's discretion.
- Two or more (N's) in **ELEMENTS** of any one Standard constitutes a Needs Improvement Rating for that Standard.
- A single (U) in an **ELEMENT** of any one Standard shall results in a Rating of Needs Imrpovement for the Standard.
- Two or more (U's) in **ELEMENTS** of any one Standard constitutes an Unsatisfactory Rating for that Standard.
- A Rating of (U) on any one Standard on the **Final Evaluation** constitutes an **Overall Rating** of Unsatisfactory.

OVERALL RATING

☐ SATISFACTORY

☐ NEEDS IMPROVEMENT

☐ UNSATISFACTORY ☐ PAR Participation Mandated

Employee's Signature: _____ Date: _____

Evaluator: _____ _____ Date: _____

Print Signature

(Signature indicates the employee has seen and discussed the evaluation report,but does not necessarily indicate agreement with all factors of the evaluation.)

The California Standards for the Teaching Profession

Engaging and Supporting All Students in Learning • Connecting students' prior knowledge, life experience, and interests with learning goals. • Using a variety of instructional strategies and resources to respond to students' diverse needs. • Facilitating learning experiences that promote autonomy, interaction, and choice. • Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. • Promoting self-directed, reflective learning for all students.	**Creating and Maintaining Effective Environments for Student Learning** • Creating a physical environment that engages all students. • Establishing a climate that promotes fairness and respect. • Promoting social development and group responsibility. • Establishing and maintaining standards for student behavior. • Planning and implementing classroom procedures and routines that support student learning. • Using instructional time effectively.
Understanding and Organizing Subject Matter for Student Learning • Demonstrating knowledge of subject matter content and student development. • Organizing curriculum to support student understanding of subject matter. • Interrelating ideas and information within and across subject matter areas. • Developing student understanding through instructional strategies that are appropriate to the subject matter. • Using materials, resources, and technologies to make subject matter accessible to students.	**Planning Instruction and Designing Learning Experiences for All Students** • Drawing on and valuing students' backgrounds, interests, and developmental learning needs. • Establishing and articulating goals for student learning. • Developing and sequencing instructional activities and materials for student learning. • Designing short-term and long-term plans to foster student learning. • Modifying instructional plans to adjust for student needs.
Assessing Student Learning • Establishing and communicating learning goals for all students. • Collecting and using multiple sources of information to assess student learning. • Involving and guiding all students in assessing their own learning. • Using the results of assessments to guide instruction. • Communicating with students, families, and other audiences about student progress.	**Developing as a Professional Educator** • Reflecting on teaching practice and planning professional development. • Establishing professional goals and pursuing opportunities to grow professionally. • Working with communities to improve professional practice. • Working with families to improve professional practice. • Working with colleagues to improve professional practice. • Balancing professional responsibilities and maintaining motivation.

MENIFEE UNION SCHOOL DISTRICT

29775 Haun Road, Menifee, CA 92586

Personnel Department

CERTIFICATED TRANSFER REQUEST FORM

INSTRUCTIONS: **Transfer request forms are required for employees requesting transfers into a vacancy announced by a personnel flyer. A separate form or letter is required for each announced vacancy. Information on this form must be complete. Employees must submit this form to the Personnel Department by the deadline date. Personnel will not accept this form by fax or e-mail.**

Last Name: _____ First Name: _____

Address: _____ City, Zip Code: _____

Phone # (Home): _____ Phone # (Work): _____

CURRENT POSITION INFORMATION

Current Assignment: _____

Work Site: _____ _____

Supervisor: _____

TRANSFER POSITION INFORMATION

Desired Assignment: _____

Work Site: _____ _____

Reason for Transfer: _____

_____ _____

Employee's Signature **Date**

PERSONNEL SERVICES USE ONLY

Request Approved: ☐ Request Denied: ☐ Effective Date: _____

Request approved/denied by: _____

APPENDIX F - GRIEVANCE FORM (1 OF 2)

CERTIFICATED GRIEVANCE FORM

WRITTEN FORMAL PROCESS ARTICLE 18: GRIEVANCE PROCEDURE

Grievant Name:_____ Work Site:_____ Position:_____ MTA Rep:_____

Before filing a written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. If the grievance is not resolved to the satisfaction of the unit member within five days, the employee may proceed to the formal process.

LEVEL 1:

Date: _____ Appropriate Supervisor:_____
Date of Occurrence:_____ Date Discussed Informally with Supervisor:_____
Resolution reached, if any:_____
_____
_____
_____

Supervisor's Signature:_____

18.4.1 A grievance shall be filed no later than thirty (30) days after knowledge of the alleged violation. Before filing a written formal grievance commencing Level Two, the grievant shall make a good faith effort to resolve the grievance with the appropriate supervisor. If a resolution is not reached during the meeting the supervisor shall respond, in writing, within five (5) days.

LEVEL 2:

Date:_____ Appropriate Supervisor:_____
Date Grievance Received:_____ Date Employee Given Decision:_____
Administrator's Signature:_____
Alleged Violation of Article(s) and/or Section Number(s):_____
_____
_____
_____

Resolution or Remedy Sought: _____
_____
_____
District Administrator's Written Decision:_____
_____
_____
_____

18.4.2 If the grievance is not resolved with the appropriate supervisor at Level One, the grievant may submit a Level Two (2) grievance on this form within five (5) days from the date of the response. Within five (5) days after receipt of the written grievance, the site administrator and the grievant shall meet to discuss the grievance and attempt to arrive at a mutually satisfactory solution. Within five (5) days of this meeting, the appropriate supervisor shall issue a decision in writing to the grievant and the Association.

A copy of this Grievance Form shall be submitted to the Association President/Grievance Chair and the Assistant Superintendent of Personnel Services at all levels of the grievance process.

APPENDIX F - GRIEVANCE FORM (2 OF 2)

LEVEL 3:

Date:_____ Superintendent/Designee:_____
Date Grievance Received:_____ Date Employee Given Decision:_____
Superintendent or Designee's Signature:_____

Reasons for Appeal:_____

_____
_____
_____
_____
_____

Superintendent or Designee's Decision:_____

_____
_____
_____
_____
_____

18.4.3 In the event the grievance is not resolved at Level Two, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision at Level Two. The Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the grievant and the Association.

LEVEL 4:

Mediation Date:_____ Mediator:_____
Date of Execution of Written Agreement: _____

18.4.4 In the event the grievance is not resolved with the Level Three decision the Association shall appeal in writing for the grievance to be submitted to mediation within ten (10) days of the receipt of the written response.

LEVEL 5:

Date of Binding Arbitration:_____ Arbitrator:_____

18.4.5 If the Grievance not solved at a level 4, the Association may appeal in writing within ten (10) days of the completion of the mediation, for the grievance to be submitted to arbitration.

Revised 3/17/22

A copy of this Grievance Form shall be submitted to the Association President/Grievance Chair and the Assistant Superintendent of Personnel Services at all levels of the grievance process.

MENIFEE
Union School District
Inquiry ★ Heart ★ Discovery

Unsafe Conditions Report Form

To be completed by site employee

Instructions:

- **Use this form to report an unsafe working condition that does not require immediate action.**
- **This form should NOT be used to report immediate and dangerous working conditions.**
- **This form should be completed, fully and legibly, with as much detail as possible. If additional space is needed, print information on a separate paper and attach.**

The employee shall give a copy of this form to his/her immediate supervisor

To: _____
(Supervisor) **(Department)** **(Date)**

From: _____
(Employee name) **(Employee signature)**

School/Site of unsafe condition: _____

School/Site Administrator of unsafe condition: _____

Location of unsafe condition:

Cause of unsafe condition:

What should be done to correct the condition?

Immediate and Dangerous Working Conditions

This form **should not** be used to report immediate and dangerous working conditions. If a dangerous working condition exists that requires immediate corrective action, the employee shall notify his/her supervisor at once. If the situation involves serious injury and/or the need for rescue, fire, or other emergency response, call 9-1-1 immediately.

Menifee Union School District
29775 Haun Road
Menifee, CA 92586
(951) 672-1851

PROPERTY & LIABILITY CLAIM FORM

To: riskmanagement@menifeeusd.org **Menifee Union School District - Risk Managment**		Date Reported:	

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code, Section 911.2).
2. Claims for damages to real property or breach of contract must be filed not later than one year after the occurrence (Gov. Code, Section 911.2).

Name of Claimant:		Date of Birth:	

Address:		City:		Zip Code:	

When did the damage or injury occur?	
Where did the damage or injury occur?	
How and under what circumstances did the damage or injury occur?	
What particular action by the District or its employees caused the alleged damage or injury? (Include names of employees, if known.)	

What sum do you claim? Include the estimated amount of any prospective loss insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed; attach estimates or invoices, if possible. (If amount claimed exceeds $10,000, no dollar amount shall be stated.)

	$
	$
	$
Total Amount Claimed	$

If total amount claimed exceeds $10,000, is this a Limited Civil Case?	☐ Yes ☐ No	

Names and addresses of witnesses, doctors, and hospitals:

Date:		Signature of Claimant:	

NOTICE: Section 72 of the California Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any School District, any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment."

Appendix I *Special Education Workload Concern Appeal*

Workload Concern Resolution Appeal for Special Education Teachers (Article 25)

An employee who is experiencing workload concerns and has not been able to achieve a resolution through his/her immediate supervisor should complete this form and forward it to the Director of Special Education for review. In addition to review by the Director of Special Education, this form may also be forwarded for review by the immediate supervisor.

All workload concerns identified will be reviewed and feedback provided within 10 working days.

Employee's name: _____

School Site and Assignment: _____

What is the workload concern and its impact on you (i.e. assessments, reassessments, paraprofessionals, IEP management, release time, instruction, students' needs, class make-up, etc.)

_____

_____

_____

Please attach any supporting data. (This section must be completed)

_____

_____

_____

What are the timeframes during which workload has been a concern?

_____ / _____ / _____ to _____ / _____ / _____

Have you raised this workload issue before with your immediate supervisor?

☐Yes ☐ No

If yes, what actions have previously been taken by you and your immediate supervisor to rectify, resolve or address the concern? How successful were the previous actions? Were you able to take release time (up to 3 days per 25.5.4)

Action Taken (see attached if necessary)	Outcome (see attached if necessary)

Appendix I *Special Education Workload Concern Appeal*

Do you have any additional suggestions to resolve the workload concern?

_____

_____

_____

Indicate below what you understand to be the cause/s and contributing factors of the workload concern:

(Please mark all that apply and briefly explain)

☐ Positions not filled

☐ Paraprofessional

☐ Increased volume of work

☐ Equipment/materials not available

☐ Change of duties, procedures or policies

☐ Correct procedures not followed

☐ Other

Please specify or explain: _____

_____

_____

Employee signature

_____

Date: _____

Supervisor's signature (optional)

_____

Date: _____

I acknowledge that reasonable attempts have been made to address this workload concern at the site level.

Appendix J

MEMORANDUMS OF UNDERSANDING

AND

SIDE LETTERS OF AGREEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

REGARDING ARTICLE 11.5.2.7, 11.8.2, and 11.9.4 3.7 REGARDING KINDERGARTEN AND TRANSITIONAL KINDERGARTEN FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding regarding Kindergarten and Transitional Kindergarten for the 2025/2026 school year.

Unless otherwise noted, all provisions outlined in the Collective Bargaining Agreement shall continue to apply during Summer instruction.

11.5.2.7 Preschool and transitional kindergarten teachers shall supervise their assigned students from drop-off to pick-up and shall not be included on the site supervisor duty schedule.

11.8.2 In grades K-5

11.9.4 The Transitional Kindergarten workday consists of two (2) instructional periods:
- 11.9.4.1 (a) time with students assigned and
- 11.9.4.2 (b) time designated to provide instructional support Monday, Tuesday, Thursday, and Friday
- 11.9.4.3 Instructional support shall consist of targeted intervention based on data and student needs to target primary/foundation skills prioritized in kindergarten through 2nd grade, and in extenuating circumstances may be used to support 3rd, 4th, and 5th grade, as determined by the site administrator after collaboration with grade level teams.
- 11.9.4.4 The site administrator shall conference with the teacher(s) prior to the assignment to strategize the goals, skills, schedules, resources, duration, and time needed to implement the targeted intervention.
- 11.9.4.5 For the 25/26 school year, the focus for the first semester will exclusively be supporting kindergarten.

DURATION

- This Memorandum of Understanding addresses the negotiable effects of Transitional Kindergarten and Full-Day Kindergarten and expires on June 30, 2026, unless extended by mutual written agreement of the Parties. The Parties reserve the right to negotiate any additional impacts and/or effects in the 2025-2026 school year. The provisions of this agreement shall not be modified and/or

changed unless both parties mutually agree. This Memorandum of Understanding shall not be precedent-setting for any basis for past practice.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

REGARDING ARTICLES 11.3.7 THROUGH 11.3.8, NEW TEACHER IN-SERVICE
FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding regarding New Teacher In-Service for the 2025/2026 school year.

Unless otherwise noted, all provisions outlined in the Collective Bargaining Agreement shall continue to apply during Summer instruction.

11.3.7 Unit Members new to the district shall be required to attend up to seven (7) in-service days, including New Teacher Orientation prior to the immediate start of the school year

11.3.7.1. The date of the New Unit Member Orientation shall be mutually selected by the Association and District prior to the start of the first student attendance day and shall confer to determine the amount of time needed by the Association, not to exceed two (2) hours.

11.3.7.2 The District's orientation and in-service days shall not exceed seven (7) hours and thirty (30) Minutes, inclusive of a one (1) hour lunch, compensated per schedule 107 Certificated hourly rate. Start times shall be no earlier than 7:30 am and end no later than 3:30 pm.

11.3.7.2.1 The District's in-service days may be offered to probationary and permanent staff through educational services invitations when applicable training is offered.

11.3.7.2.1.1 New Unit Members are defined as those not employed by the District the previous year

11.3.8 The District may provide mandatory monthly in-service (calendared in advance of the current school year), not to exceed eight (8) trainings for Unit Members with less than two years in the district.

11.3.8.1 The trainings shall not exceed one (1) hour and thirty (30) minutes, to be compensated per schedule 107 Certificated Hourly Rate.

DURATION

- This Memorandum of Understanding addresses the negotiable effects of New Teacher In-Service and expires on June 30, 2026, unless extended by mutual written agreement of the Parties. The Parties reserve the right to negotiate any additional impacts and/or effects in the 2025-2026 school year. The provisions of this agreement shall not be modified and/or changed unless both parties mutually

agree. This Memorandum of Understanding shall not be precedent-setting for any basis for past practice.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

REGARDING BREAKFAST AFTER THE BELL FOR THE PERIOD OF AUGUST 13, 2025 THROUGH JULY 30, 2026

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding regarding Breakfast After the Bell.

Unless otherwise noted, all provisions outlined in the Collective Bargaining Agreement shall continue to apply.

Whereas Unit Members may be needed for certain duties to support the Breakfast After the Bell program.

Now, therefore, it is agreed by and between the parties as follows:

1.1. No Unit Member shall be required to distribute food, drink items, or clean up as part of the school breakfast program.

1.1. In emergency situations or due to staff shortages a Unit Member may be required to assist with breakfast for no more than three (3) times a semester.

1.1.1. In these situations, excluding reduced days, Unit Members shall be free to leave fifteen (15) minutes early (unless a Unit Member has a previously assigned duty). In this case, the Unit Member shall leave fifteen (15) minutes early on another day within thirty (30) days, with notification given to the site administrator.

1.2. Any time a Unit Member is required to assist beyond three (3) times a semester, a Unit Member shall be compensated at the hourly rate in (½) half-hour increments per Schedule 107, Row 1, Column 1.

1.3. Preschool, Transitional Kindergarten, and self-contained Special Education classes, whereby breakfast and/or lunch are part of the program or IEP, shall be exempt from this MOU.

This MOU shall be revisited by both parties on or before March 1, 2026. This agreement shall expire on June 30, 2026, unless there is mutual agreement by the parties to extend.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

REGARDING PRESCHOOL EXTENDED ILLNESS LEAVE FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2026

WHEREAS, the District and the Menifee Teachers Association ("MTA") (collectively "Parties") recognize Permit Teachers are on a different salary schedule than Certificated Teachers and recognize the compensation inequity regarding extended leave.

Effective July 1, 2019 if a Permit teacher has utilized all accumulated sick leave and is still absent from duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any such month shall not exceed more than 50% of the teacher's contract salary. The period during which the above deductions occur shall not begin until all other paid sick leave provisions for which the employee is eligible have been exhausted. An employee shall not be provided more than one five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year.

The parties agree to meet prior to March 1, 2026 to discuss the effectiveness of this Memorandum of Understanding.

This agreement shall constitute the entire agreement of the parties and shall only be modified or amended in writing and signed by both parties. It shall sunset on June 30, 2026.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

REGARDING SCHOOL NURSES FOR THE PERIOD OF JUNE 10, 2022 THROUGH JUNE 30, 2026

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Memorandum of Understanding regarding School Nurses.

Unless otherwise noted, all provisions outlined in the Collective Bargaining Agreement shall continue to apply.

Whereas School Nurses may be needed for certain duties worked beyond their 184 contracted work year.

Now, therefore it is agreed by and between the parties as follows:

1. Effective June 10, 2022, and ending June 30, 2026, the work for nurses shall consist of one-hundred eighty-four (184) days.
    a. Nurses are not required to attend District Staff Development days, unless they are offered training that pertains to them (Article 11.3.6).
    b. Nurses shall have the flexibility to move the staff development days during the instructional year. These days may be moved to accommodate student safety and healthcare needs.
        i. Nurses shall notify their immediate supervisor at least one (1) week prior to the beginning of the calendar work year.
2. Nurses may request up to six (6) additional work days worked beyond their 184 day work year to be compensated at their hourly rate of pay.
    a. Days worked beyond the 184 contracted year shall be voluntary.

This MOU shall be revisited by both parties on or before March 1, 2026. This agreement shall expire on June 30, 2026 unless there is mutual agreement by the parties to extend.

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT REGARDING CLASSROOM COVERAGE

June 30, 2025

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Side Letter of Agreement to address class coverage for students not on the Unit Member's roster.

1. Compensation
   - 1.1. The parties agree to compensate Unit Members covering a class due to a substitute shortage at a rate, per the Certificated Teacher Substitute Salary Schedule 104, column III.
     - 1.1.1. Compensation shall be prorated and divided equally among Unit Members when a class is split between Unit Members. Classes shall be prioritized and contained as outlined below:
       - 1.1.1.1. Like grade levels
       - 1.1.1.2. Grade spans with priority given to "like grade levels" and "like subjects" (i.e., K-2, 3-5, 6-8).
       - 1.1.1.3. Such service shall be solicited on a voluntary basis. In the event that no volunteer(s) can be obtained, employees shall be assigned on a rotating basis, if possible.
   - 1.2. Unit Members who elect to defer their jury service to non-required service days (i.e., Thanksgiving break, winter break, spring break, summer break, etc.) shall be compensated in an amount equal to the District's substitute rate of pay, per the Certificated Teacher Substitute Salary Schedule 104, column III, for one (1) day for jury service that was deferred. The Unit Member must provide written documentation from the Court to the District showing the original jury summons date and the actual date(s) of jury duty served prior to receiving compensation.

This agreement shall constitute the entire agreement of the parties and shall only be modified or amended in writing and signed by both parties. It shall sunset on June 30, 2026.

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT REGARDING INDEPENDENT STUDY

July 1, 2025, through June 30, 2026

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Side Letter of Agreement to address Independent Study for the 2025-2026 school year.

The parties agree that the purpose of this side letter is to outline the implementation of the Short-Term Independent Study program within the district. The program's goal is to provide flexible learning opportunities for students who are absent, ensuring they can continue their education without interruption.

Accessibility:

- Independent study is now available after one day of absence.
- Students can access independent study to make up work missed due to absences at any time during the school year.
- Independent study contracts can be signed at any time throughout the school year.

Implementation Details:

- **Management of Independent Study Platform:**
    - The district will oversee the online independent study platform, ensuring it is well-organized and accessible to all students.
- **General Lessons:**
    - The work assigned through the online independent study platform will consist of general lessons organized by grade level. These lessons may not always align with the specific pacing curriculum delivered in the classroom but will be designed to maintain educational continuity.
- **Work Sample Collection:**
    - The district will collect work samples through an online learning management system. This system will streamline the process and ensure consistent record-keeping.
        - This may not be applicable to certain Special Education goals.

- **Attendance Credit:**
    - Teachers are no longer required to evaluate work samples for the purpose of measuring attendance credit. Days recovered through independent study will be posted to Aeries, the district's student information system.
- **Credit for Work Completed:**
    - Teachers may grant academic credit for work completed within the online independent study platform, at their discretion.
- **Contract Signing:**
    - Teachers will no longer be required to sign the short-term independent study contract for general education students. The administrative process will be managed by Student Success Services.
- **Encouragement of Participation:**
    - Teachers are encouraged to support student participation in the online independent study platform in order to remain engaged during absences.

This agreement shall constitute the entire agreement of the parties and shall only be modified or amended in writing, and signed by both parties. This agreement shall sunset on June 30, 2026.

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT REGARDING VOLUNTARY LETRS PROFESSIONAL DEVELOPMENT

May 17, 2024 through June 30, 2026

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Side Letter of Agreement to address LETRS Professional Development.

The parties agree to address the LETRS Professional Development Commitment, selection process, and stipend for participating teachers.

The parties agree that the LETRS Professional Development is open to both general education and special education teachers in Kindergarten, 1st grade, and/or 2nd grade. If availability permits, teachers in 3rd, 4th, and 5th grades may be included.

The Parties agree that the LETRS Professional Development slots shall be proportionally distributed by sites. Any additional spots will be evenly filled in the following order of need:

- Underperforming schools
- Title 1 schools
- Schools with Unit Members wanting to access the program

The parties agree that the selection process for LETRS Professional Development is as follows:

- There are 80 slots available to participants.
    - Participants will be voluntary
    - Sites will select at least one voluntary participant per grade level, K-2, to include special education.
        - If sites do not have enough participants to fill their slots, their slots will be redistributed to other sites.
    - If sites have more volunteers than slots, sites will select participants based on a letter of interest and an interview with site administration.
        - Site volunteers not selected will be placed on a waiting list, should additional slots become available to the site.
        - Site volunteers not selected will be placed on a selection list for the next round of training.

The parties agree that the LETRS Professional Development is a two year commitment consisting of the following:

- Outside of the workday:
    - Kickoff Meeting
    - Online Video Learning and Assessments
    - Reading
- During the workday:
    - Bridge to Practice
    - Face-to-Face Workshops

The parties agree that Unit Members participating in LETRS Professional Development shall receive a stipend based upon the completion of the following criteria at the following stipend rate:

- Year 1 (must be completed by the last day of the 2024-2025 school year):
    - Upon the completion of the Kickoff meeting, Units 1 and 2, and passing the assessment with a score of 80% or higher on the unit assessments, Unit Members shall receive a one time stipend of $1000
    - Upon the completion of Units 3 and 4, and passing the assessment with a score of 80% or higher on the unit assessments, Unit Members shall receive a one time stipend of $1000
- Year 2 (must be completed by the last day of the 2025-2026 school year):
    - Upon the completion of the Units 5 and 6, and passing the assessment with a score of 80% or higher on the unit assessments, Unit Members shall receive a one time stipend of $1000
    - Upon the completion of Units 7 and 8, and passing the assessment with a score of 80% or higher on the unit assessments, Unit Members shall receive a one time stipend of $1000
- Participants that do not receive a passing score of 80% may continue in the program, however, they will receive a certificate of completion and will not receive the stipend for Units not mastered.
    - Participants are able to take each assessment a second time, if a passing score is not achieved with the first attempt.

This Agreement shall constitute the entire agreement of the parties and shall only be modified or amended in writing, and signed by both parties. This agreement shall sunset on June 30, 2026.

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT REGARDING MINIMUM DAYS

July 1, 2025 through June 30, 2026

This Side Letter of Agreement ("Agreement") is made and entered into by and between the Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), collectively referred to as the "Parties." This Agreement outlines the expectations for the newly developed minimum day format to begin November 1, 2025 for the 2025-2026 school year.

The Parties agree that all provisions of the Menifee Teachers Association Collective Bargaining Agreement shall remain in effect unless expressly modified by this Agreement.

The purpose of this Agreement is to establish clear expectations for minimum Wednesdays. The Agreement seeks to ensure the effective implementation of these expectations while allowing both Parties to provide feedback on the process to ensure it meets the needs of all stakeholders.

11.8 **Minimum Days**

11.8.1 The school day shall be reduced to a minimum day each Wednesday. The purpose of the minimum day is to allow for planning, preparation time, and for collaboration regarding student achievement and best practices as determined by the Superintendent or designee(s).

11.8.1.1 In collaboration with MTA, Site administration shall select a Minimum Wednesday prior to Progress Reports and Report Cards to be used for Unit Members to complete progress reports, report cards, and Unit Member directed activities.

11.8.1.2 The first in-session minimum Wednesday of each calendar month shall be used by administration for the Professional Learning Community (PLC).

11.8.1.3 The remaining in-session minimum Wednesdays of each calendar month shall be used by Unit Members for the Professional Learning Team (PLT).

11.8.1.3.1 PLT meetings shall be collaborative sessions focused on essential standards, improving instructional practices, creating common formative

assessments, monitoring and analyzing student data, and enhancing student achievement using a multi-tiered system of supports.

11.8.1.3.1.1 PLT teams shall meet by grade level(s) (TK-5), subject area(s) (6-8), or department as determined by site administration.

11.8.1.4 Any month that contains a fifth in session minimum Wednesday, that day shall be used for Unit Member planning time

11.8.1.5 The Director of Special Education and Director of Student Success Services may call up to 4 agendized meetings per classification per year. Notification for these meetings shall be provided one week in advance.

11.8.1.6 Unit Members in like positions (i.e., Counselors, Psychologists, RSP, SDC, SLP, etc.) shall be granted time to collaborate and share best practices together at a single site, a minimum of three (3) times per year. Unit Members shall notify their immediate supervisor of the date and location of these meetings.

11.8.2 In grades TK-5, the first in-session minimum Wednesday reduction shall provide 34 minutes for unit member directed activities; the remaining 90 minutes shall be used for the Professional Learning Community (PLC). Nothing herein shall preclude the assignment of normal after-school duties.

11.8.2.1 In grades TK-5, the remaining in-session minimum Wednesday reduction shall provide one, contiguous, fifty-seven (57) minute period every week for teacher preparation. The remainder of the time, sixty-seven (67) minutes, shall be used as described in Article 11.8.1. Nothing herein shall preclude the assignment of normal after-school duties.

11.8.3 In grades 6-8, the first in-session minimum Wednesday reduction shall provide 17 minutes for Unit Member-directed activities; the remaining 90 minutes shall be used for the Professional Learning Community (PLC). Nothing herein shall preclude the assignment of normal after-school duties.

11.8.3.1 In grades 6-8, the remaining in-session minimum Wednesdays shall provide twenty (20) minutes for Unit Member-directed activities; the remaining eighty-seven (87) minutes shall be used as described in Article 11.8.1. Nothing herein shall

preclude the assignment of normal after-school duties.

11.8.4 Issues of emergency and compliance may require teacher attendance at meetings on minimum Wednesdays other than the first in-session Wednesdays of the calendar month.

This Agreement constitutes the entire understanding between both Parties and may only be modified or amended in writing, and signed by both Parties. This Agreement shall be memorialized into contract language on June 30, 2026, upon ratification or unless extended or renegotiated in writing by mutual consent.

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT REGARDING PRESIDENTIAL RELEASE

July 1, 2025 through June 30, 2026

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), collectively referred to as the "Parties," enter into this Side Letter of Agreement to address Presidential Release Time for the 2025-2026 school year.

The Parties agree that, pursuant to Education Code Section 44987, the President of the Menifee Teachers Association is entitled to be released from their contractual duties as a certificated teacher for the 2025-2026 school year to conduct Association business, without any loss of pay or benefits.

Furthermore, under Education Code Section 44987, the District is entitled to reimbursement by the Association for the statutory leave requested.

This Side Letter serves to establish that the President of the Menifee Teachers Association shall be granted leave time under Education Code Section 44987, which is in addition to and separate from the provisions in the current Collective Bargaining Agreement, as detailed below.

6.3 **Presidential Release**

6.3.1 The Association President shall receive fifty percent (50%) release time.

6.3.2 The Association shall reimburse the District the cost of one-fourth (¼) of row one (1) column IV on salary schedule 100 for presidential release. There shall be no loss of seniority, salary, or benefits.

6.3.3 It is understood that the Association President shall have access to all District sites. Upon arrival at the site, the Association President shall notify the front office of their arrival.

The Parties agree that the Menifee Union School District ("District") will grant the Menifee Teachers Association ("Association") President full-time paid statutory leave for the 2025-2026 school year, without any loss of seniority, salary, benefits, including health and welfare benefits, or employer contributions to the State Teachers' Retirement System (STRS).

In accordance with Education Code Section 44987, the Association agrees to reimburse the District for the cost of this statutory leave. The District shall submit regular invoices

to the Association. The total reimbursement amount shall be three-fourths (¾) of Row One (1), Column IV, of Salary Schedule 100. The invoices shall reflect the following reimbursement formula:

- ¼ paid by MUSD
- ¼ paid by MTA
- ½ paid by CTA (Grant funds)

At the conclusion of the 2025-2026 school year, the Association President shall have the right to return to their previous teaching assignment without any loss of seniority or status.

Effective July 1, 2026, the Association President's release time will revert to the provisions set forth in Article 6.3 of the Collective Bargaining Agreement.

This Side Letter constitutes the entire agreement between the Parties and may only be modified or amended in writing, signed by both Parties. This agreement shall sunset on June 30, 2026.

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

REGARDING ARTICLES 11.3.5 THROUGH 11.3.6, PROFESSIONAL DEVELOPMENT, COLLABORATION, AND ARTICULATION DAYS FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2027

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Side Letter Agreement regarding professional development, collaboration, and articulation days for the 2025/2026 and the 2026/2027 school year.

Unless otherwise noted, all provisions outlined in the Collective Bargaining Agreement shall continue to apply during Summer instruction.

11.3.5 There shall be two (2) days immediately prior to the first day of student attendance. One (1) day shall be for District and Site Professional Development/Collaboration/Articulation. One (1) day shall be a Unit Member Preparation Day.

11.3.5.1 The Association shall have up to ten (10) minutes to address Unit Members Upon request.

11.3.6 There shall be two (2) professional Development Days during the regular work year. A minimum of two (2) contiguous hours shall be provided for grade level, subject area, and related services collaboration/articulation. Psychologists, Counselors, School Nurses, APE teachers, and Speech Language Specialists shall be excluded from Professional Development Days, Unless they are offered training that pertains to them.

11.3.6.1 The Association shall have up to ten (10) minutes to address Unit Members upon request.

DURATION

- This Memorandum of Understanding addresses the negotiable effects of professional development, collaboration, and articulation days and expires on June 30, 2027, unless extended by mutual written agreement of the Parties. The Parties reserve the right to negotiate any additional impacts and/or effects in the 2025-2026 and 2026-2027 school years. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. This Memorandum of Understanding shall not be precedent-setting for any basis for past practice.

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT REGARDING LONG-TERM SUBSTITUTE PAY

March 3, 2022

The Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), jointly known as the Parties ("Parties"), enter into this Side Letter of Agreement to address the inequity of the long-term rate of pay for substitutes.

Whereas there are two (2) Long-Term Substitute rates of pay on Schedule 104.

Whereas the amount of salary deducted for Special Education Teachers and Related Service providers is at a higher rate compared to General Education Teachers.

Whereas all Bargaining Unit Members shall have the same substitute rate of pay deducted.

Therefore, the parties agree to the following:

1. Effective July 1, 2021, when a Special Educator or related service provider has exhausted all available sick leave, including all accumulated leave, as outlined in Education Code 44977, the rate of pay of the Long-Term Substitute deducted from the Unit Member shall be at the rate in Schedule 104 Column II Step 2.
    a. Per Education Code 44983 Special Education or Related Services providers shall be paid the difference between their per diem rate and the rate in Schedule 104 Column II Step 2 or 50% of the Unit Member's per diem rate, whichever is greater.

2. Effective March 11, 2022, the long term substitute rate in Schedule 104, Column II Step 2 shall be applied to all Bargaining Unit Members.

3. Effective March 11, 2022, a Bargaining Unit Member on extended illness leave, as outlined in Article 9 of the Collective Bargaining Agreement, shall be paid the difference between their per diem rate and the rate in Schedule 104 Column II Step 2, or 50% of the Unit Member's per diem, whichever is greater as outlined in Education Code 44983.

This Agreement shall constitute the entire agreement of the parties and may only be modified or amended in writing, signed by both parties.