

AGREEMENT

Between

MONTAGUE ELEMENTARY SCHOOL DISTRICT

And

**MONTAGUE ELEMENTARY TEACHERS ASSOCIATION
CTA/NEA**

July 1, 2022 – June 30, 2025

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This AGREEMENT is made and entered into by and between **MONTAGUE SCHOOL DISTRICT** (hereinafter referred to as District) and the **MONTAGUE ELEMENTARY TEACHERS ASSOCIATION CTA/NEA** (hereinafter referred to as Association), supersedes and replaces all previous agreements between the parties.

WITNESSETH that:

WHEREAS, as a matter of philosophy the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, Association and the general public may benefit therefrom, and to establish fair and equitable wages, hours and other terms and conditions of employment for certain hereinafter designated employees of District;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1

Preamble

1.1 The parties acknowledge the provisions of Chapter 10 (§3540 et seq.) Of Division 4 of Title 1 of the Government Code of the State of California.

1.2 Employees shall perform loyal and efficient work and service for the District and shall use their influence and best efforts to protect the properties of the District and its service to the public and shall cooperate in promoting and advancing the welfare of the District.

ARTICLE 2

Recognition

2.1 The District recognizes the Montague Elementary Teachers Association CTA/NEA as the exclusive representative of all certificated employees except management, supervisory, confidential, short-term substitutes-and excluding all classified employees.

2.2 This Agreement applies only to employees in the above representation unit.

ARTICLE 3

District Rights

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Further, it is agreed by the parties that District rights include, by way of illustration and not by way of limitation, the following: (a) the full and exclusive control of the management of the service; (b) the supervision of all operations, methods, processes and means of performing any and all work; (c) the control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces; (d) the right to determine the work to be done by employees; (e) the right to change or introduce new or improved operations, methods, means or facilities; (f) the right to establish budget procedures and financial allocations; (g) the right to hire, classify, schedule, promote, demote, transfer, evaluate, release, lay off and increase work hours of employees; (h) the right to suspend, discipline and discharge employees; (i) the right to establish educational policies, goals and objections; (j) the right to otherwise maintain an orderly, effective and efficient operation.

3.2 The District's exercise of its powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.3 All of the foregoing provisions are subject to the specific terms and conditions of this agreement and applicable law.

ARTICLE 4

Association Rights

4.1 At the Association's request the District shall, no later than October 1, furnish to the Association the salary placement of employees as of the start of the current school year.

4.2 The District shall, at its expense, prepare copies of this Agreement for distribution by the Association to each employee as soon as practicable after the effective date of this Agreement, or any amendment thereof.

4.3 At the request of the Association, the District shall furnish the Association with two (2) copies of all county and state required reports as soon as they are transmitted to the county or state, and copies of all budgetary and other information it produces which the Association deems necessary to fulfill its role as the exclusive bargaining representative as soon as such information becomes available to the Board.

4.5 The Association may use school buildings, equipment and facilities for Association purposes providing such use does not interfere with normal school operations. The Association shall reimburse the District for any expense incurred by such use, such as telephones, paper, envelopes, copying, postage, and etcetera.

4.6 Adequate bulletin board space shall be provided to the Association for the purpose of posting thereon official documents.

4.7 The Association may use District mail service and employee mailboxes for the distribution of documents to employees.

4.8 Official representatives of the Association will be provided access to District property for the purpose of conducting official Association business, provided however, that such activities shall not interfere with the employee's regularly assigned duties.

4.9 Employees have the right to be represented in their employment relationship with the District.

4.10 The Association shall designate two (2) representatives who shall receive a reasonable number of hours without loss of compensation to attend negotiations and impasse proceedings.

4.10.1 In addition to the release time otherwise identified in this Article, unit members may have up to three (3) days of release time for union business including service center activities, state or national conferences, workshops, or for conducting business pertinent to Association affairs. The total amount of release time for these purposes shall not exceed three (3) days per year for all unit members in the Association. The Association shall give the District at least one (1) week advance notice when such leave is requested.

4.11 The District shall provide the Association access to all new employee orientations. The District shall provide the Association with the name, job title, work, home, and personal cell phone numbers, personal email addresses on file with the District, and the home address of any new employee within 30 days of hire. The District must also provide the union with this information for all bargaining unit members at least every 120 days.

4.12 The District shall notify the Association of any third-party requests for unit members' contact information, or California Public Records Act (CPRA) requests for disciplinary, evaluative, or other personnel-record information within two (2) days of the request. The District shall allow the Association a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the request. The District shall give the individual unit member the opportunity to object to the disclosure of the requested information before the District publicizes the information.

4.13 The Association may assist in planning and/or coordinating staff development days.

ARTICLE 5

Organization Security

5.1 The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

5.2 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues, as voluntarily authorized in writing by the employee on a mutually agreeable form, subject to the following conditions:

- a. Such deduction shall be made only upon submission of the form to the designated representative of the District, duly completed and executed by the employee and the Association.
- b. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing five (5) days or more after such submission.

5.3 Upon written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, or any other plans or programs available through the Siskiyou County Superintendent of Schools office.

ARTICLE 6

Grievance Procedure

6.1 Any grievance which may arise between an employee or the association and the District with respect to the interpretation or application of any of the terms of this Agreement, except as otherwise provided in this Agreement, shall be determined by the provisions of this Article.

6.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Grievant or the Grievant's representative and the District Superintendent who will answer in writing within ten (10) days. This step shall be started within thirty (30) days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis for the grievance.

6.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing by either the Grievant or the Grievant's representative to the District Superintendent, who shall answer in writing within ten (10) days. The second step shall be taken within ten (10) days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Agreement alleged to be violated and the specified remedy sought.

6.4 Step Three: If a grievance is not resolved in the second step, the grievant may submit a step three grievance within 10 days of the step two answer to refer the matter to mediation. Whenever a grievance is referred to mediation, either party shall request that the California State Mediation and Conciliation Service refer a State Mediator. The State Mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until the Mediator has released the parties from the mediation process.

6.5(a) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by the Association to arbitration. The fourth step shall be taken within twenty (20) days of the conclusion of the mediation process.

6.5(b) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the District and the Association are unable to agree to the selection of an Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the Arbitrator. The District and the Association each will alternately challenge two (2) of such nominees, the party having the first challenged to be determined by lot. The remaining nominee shall be accepted as the Arbitrator, whose compensation and expenses shall be borne equally by the District and the Association. The District and the Association shall pay the compensation and expenses of their respective appointees and witnesses. Expense items which are requested by the Arbitrator or by both parties, such as court reporters, transcripts, or room rent, shall be borne equally by the parties. Other expense items which are requested by only one party shall be paid for by that party.

6.5(c) The Arbitrator shall hold such hearings and shall consider such evidence, which to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on the District, the Association, and the Grievant, and shall not add to, disregard or modify any of the provisions of this Agreement.

6.6 Failure by the Grievant or the Association to meet any of the aforementioned time limits will result in forfeiture of the grievance. Failure by the District to meet any of the aforementioned time limits will allow the grievance to advance to the next step. Except, however, that the aforementioned time limits may be extended by mutual agreement.

6.7 Any employee may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Agreement, and further provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6.8 A Grievant shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involves a legal order, requirement or other directive, the Grievant shall fulfill or carry out such order, requirements or directive, pending the final decision of the grievance.

6.9 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.

ARTICLE 7

Compensation

7.1 Employees shall be paid the salary to which they are entitled as established on Appendix A, Certificated Salary Schedule, attached hereto and made a part hereof.

7.2 Employees shall be compensated for their extra duties as illustrated on Appendix B, Extra Duty Compensation Schedule, attached hereto and made a part hereof.

7.3 Short term Independent Study Program. Employees in self-contained classrooms or employees in departmentalized programs shall be paid \$50.00 per student per week (five consecutive school days) per completed individual student packet and \$10.00 per day for a partial week (after the first consecutive 5 days). Packets are considered completed once approved and verified by the principal. Employees will be given a five (5) day lead time in responding to short term independent study requests except in such emergency situations defined as an accident, medical need, death of a family member, or other extenuating circumstances.

7.4 All salary step increases will be effective on July 1 each year. Time during which an employee is absent without pay shall not accrue credit toward an employee's next step increase. Any employee who works one hundred and thirty-five (135) or more days in a school year, shall be entitled to a step increase on the following July 1.

7.5 Upon initial employment, an employee shall normally be paid at the lowest wage rate on the salary schedule. For employees that commence employment on or after July 1, 2019, the District shall grant him or her steps equal to the number of prior full-time years served as a fully credentialed teacher, where one year of service is defined as any year in which the employee worked as a credentialed teacher for 75% of the school year or greater.

7.6 Employees shall be advanced on the salary schedule for each credited year of service in accordance with the steps set forth on the salary schedule (Appendix A).

7.7 Employees shall be advanced from one (1) column to the next based upon earning upper division or graduate course units after the employee has earned an BA degree and been granted a standard credential. In order for an employee to receive credits for units earned, the units must be related to the employee's position. Whenever any employee anticipates accumulating sufficient course work to qualify for advancement to the next salary column on the salary schedule, the employee should if

practicable notify the District Superintendent in writing prior to April 1 each year. No later than October 30 each year, evidence (such as transcripts or grade cards) verifying that courses have been successfully completed must be provided to the District Superintendent in order to establish the correct placement on the salary schedule.

7.8 Employees may elect to have their annual salary paid in either eleven (11) or twelve (12) monthly payments. Whenever any employee elects to be paid in twelve (12) monthly payments, payments shall be made consistent with the Education Code of the State of California.

7.9 The hourly pay rate shall be derived by dividing the daily pay rate by eight (8) hours.

7.10 The District shall pay up to, but not exceeding, the sum of \$10,000 toward payment of the combined premiums for the three insurance plans including health, dental and vision. If at any time the combined insurance premiums for these three types of insurance plans as described above exceeds the maximum annual District contribution of \$10,000 for these three types of insurance as described above, per full time unit member, then all amounts in excess thereof shall be paid by the unit member, monthly, by automatic payroll withdrawal, i.e. the District shall deduct from the monthly paychecks for unit members all amounts in excess of the maximum annual District contribution and shall pay same to the insurer, broker or other payee as appropriate.

Employees hired after the beginning of the billing cycle for insurance plans, shall receive a prorated monthly District contribution toward benefits for the remaining months of the contracted year.

Employees regularly scheduled to work at least half-time, but less than full-time, shall be entitled to participate in any or all of the foregoing benefit plans with the District paying a prorated contribution toward such plan which has the same ratio to full premium payment as the employee's work hours has to full-time work hours. The balance shall be paid by the employee by automatic payroll withholding. Employees who are regularly scheduled to work less than half-time shall not be eligible to participate in any benefit program nor to have any contribution toward such a plan paid by the District. The medical, dental and vision insurance plans currently in effect are accepted by the Association.

7.11 Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

7.12 Employees with at least seven (7) years of District service who go directly from active service to retirement through the State Teachers Retirement System at age fifty-five (55) may continue coverage under the District's medical insurance program at the retiree's own expense up to the age of sixty-five

(65).

7.13 Teacher In Charge - The Administrator may appoint a teacher in charge during times the Administrator is off campus. If the Administrator decides to appoint a teacher in charge, the selected teacher may decline the appointment. If all unit members decline to serve as teacher in charge, then the Superintendent/Principal may appoint any teacher to serve as the Teacher in Charge. The Teacher in Charge will be paid \$50 per day.

7.14 Classroom Funds The District shall allocate to each teacher the sum of \$750 per year. The District will provide a sufficient amount of copy paper to support teachers' copying requirements of the current state of adopted curriculum. Teachers shall use the District purchasing procedure in expending such funds.

The funds may be spent on items such as: Basic supply list, Science equipment, Math manipulatives, Trade books, Reproducible skill books, Classroom magazines, Art supplies, Bulletin board items, Incentives for learning, *Other items approved by the principal

The funds may not be used for: Textbook materials and state adopted science kits and consumables, play equipment, Field Trips, Butcher paper, Laminating paper, Fees for membership of any kind, Association fees *Any other items deemed inappropriate by the principal

ARTICLE 8

Hours and Class Size

8.1 The working school year shall be 183 days, including 180 instructional days, 1 preparation day and 2 days for staff orientation prior to the opening of school. The preparation day and 2 staff orientation days will be scheduled by the District Superintendent. The District shall not schedule required activities of any kind on the preparation day

8.2 The District may establish additional training days for staff which are outside and beyond the employee's work year. The district will calendar staff development days after consultation with the Association and after a review of Local Control Accountability Plan (LCAP). Employees who attend these staff development days shall be compensated \$200.00 for each training day actually attended. Employees are encouraged to attend each staff development day as scheduled for a given school year and may not use sick leave or any other paid leave. If for some emergency reason an employee is not able to attend a staff development day then that employee will not be compensated. No pay will be made for attendance for a portion of a staff development day.

8.2.1 One staff development day or the equivalent of, shall be used for completing the District required safety videos. The District shall not calendar the day. It is the employee's responsibility to complete the district required safety videos commencing July 1 to one week (7 days) after the first calendared workday that employees return. Employees who complete District required safety videos by the required deadline will be compensated \$200.00.

8.3 The District has the discretion, without further negotiation, to modify the dismissal time for all grades to 2:30 p.m.

8.4 The employee's normal workday shall not exceed 410 minutes. Employees are required to report to their school thirty (30) minutes prior to the regular bell schedule and must remain at school until thirty (30) minutes after the last class is dismissed. Employees may leave right after students on long administrative approved minimum days and/or at the conclusion of one's professional duties including designated staff collaboration.

8.5 Every employee shall be entitled to one (1) duty-free, uninterrupted lunch period each day, for a minimum of forty-five (45) minutes.

8.6 Attendance at faculty meetings or staff collaboration, on 1:30 early release days, for the

purpose of conducting school business may be required by the Administration.

8.6.1 There shall be only one (1) required faculty meeting on 1:30 early release days per month, to be scheduled at the beginning of the year. The remaining time shall be used for individual or collaborative preparation time.

8.6.2 There may be only one (1) additional meeting for first and second year probationary teachers with the superintendent for the purpose of training, support and guidance.

8.6.3 Faculty meetings on regular release days will last no longer than normal contracted hours.

8.7 Employees shall be required to attend Back-To-School Night, the annual holiday program, eighth grade graduation, curriculum nights and other appropriate student activities, agreed upon by District and Association, at the request of the Administration. Attendance at other school-related meetings and activities is encouraged.

8.7.1 Parent teacher conferences shall be held each fall and spring. Teachers will be required to stay on campus until the end of their contract day. One day during that week they will be required to stay until 6:00 pm, this shall be scheduled by the district. Conferences shall be scheduled using district provided form. A spring open house may be offered in place of parent conferences.

8.7.2 Unit members shall be excused from attending any of these events for extenuating circumstances, including but not limited to conflicting events of a personal nature.

8.7.2 These events shall occur on a workday but may extend past 5:00p.m.

8.7.3 A committee of two Association members and the superintendent shall meet in the Spring to develop a master calendar of events which require bargaining unit member attendance outside of normal work hours. If new events are planned throughout the year, these shall be staffed on a volunteer basis,

8.8 Unit members shall attend student study team meetings, IEP meetings, parent/teacher conferences, informal meetings with parents and/or the administration, and other student-related

meetings.

8.8.1 Employees may, at the discretion of the District Superintendent, be released to attend regularly scheduled Student Study Team (SST) meetings when and Individual Educational Plan meetings for a student enrolled in their classroom. The District Superintendent may also schedule other meetings between classroom teachers and specialists concerning children with an Individual Educational Plan or 504 Plan.

8.8.2 The site administrator or his/her designee shall provide notice to unit members of the time and place of the meetings and events described in sections 8.6 and 8.10 as soon as practicable.

8.9 Employees shall not be required to perform supervisory duties before or after school hours.

8.10 Class Size: The District will make a good faith effort to maintain a classroom teacher-student enrollment ratio as follows:

Grades K-3: District average of 1:24
Grades 4-8: District average of 1:30. K-5 combination classes shall not exceed a ratio of 1:25 under any circumstance.

8.10.1 In the event that a unit member exceeds the District average recommended in 8.11, that teacher shall be compensated at a rate of \$3.00/day/student over the district enrollment cap. This rate shall be paid for days enrolled, not days attended, and will be paid as an extra duty stipend at the end of the school year.

ARTICLE 9

Public Charges

9.1 Any citizen or parent's written complaint about an employee shall be reported to the employee by the administrator or Board member receiving the complaint.

9.3 The employee shall initial and date the written complaint and prepare a written response to such complaint, if desired and appropriate. The response shall be attached to the written complaint, and filed in the employee's personnel file in the District office. Failure by the employee to file a rebuttal shall not be construed as an admission by the employee that the allegations contained in the complaint are true.

9.4 The District shall not discharge or refuse to rehire an employee on the bases of unproven allegations or any rumor or hearsay in a citizen or parent complaint.

9.5 For purposes of this section, "public charges" shall not include complaints by District employees against unit members.

ARTICLE 10

Leaves

10.1 Sick Leave

10.1.1 Employees employed five (5) days per week shall be entitled to ten (10) workday's leave of absence for illness or injury with full pay for each school year of service.

Employees employed less than five (5) days per week shall be entitled to a proportionate amount of sick leave. Newly hired employees beginning service after the normal start of the school year shall be credited with a proportionate share of a full school year's sick leave credit. Unused sick leave shall be accumulated without limitation. In September of each year the District will provide each employee with a statement of the employee's accumulated sick leave.

10.1.2 Sick leave shall be allowed for an absence due to: (a) the inability of an employee to be present to perform the employee's duties because of personal illness, off-duty injury or confinement for medical treatment; or (b) personal medical or dental appointments which are impractical to schedule outside of the regular working hours.

10.1.3 (a) Whenever it becomes necessary to employ a substitute teacher, the employee shall contact the District Secretary by text or phone call as soon as possible.

(b) Whenever any employee has been absent from duty, the employee must notify the District office prior to 2:00 p.m. the day before the employee plans to return. If such notification is not made on a timely basis and a substitute is employed for the following day, the employee's salary shall be reduced by the actual substitute rate.

10.1.4 Whenever there is reasonable suspicion of sick leave abuse, management may require satisfactory evidence of sickness or disability before payment for sick leave will be made.

10.1.5 Employees returning to work from sick leave after surgery, a serious illness of greater than three (3) consecutive workdays, or a contagious disease, upon request of the District, must provide a doctor's release certifying medical permission to return to work.

10.1.6 When an employee is absent from duty for a period of five (5) school months or less and there is not sufficient sick leave to cover such time, the amount deducted from the salary due, for the time which the absence occurs, shall not exceed the sum paid a substitute employed to fill the position during the employee's absence, or if no substitute was employed, the amount which would have been paid to the substitute had a substitute been employed.

10.1.7 When an employee's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant. 10.1.8 Pursuant to the Education Code of the State of California, within two (2) years of employment, newly hired employees with accrued sick leave from other California school districts may transfer unused sick leave credits to the District.

10.2 Personal Necessity Leave

10.2.1 Employees may use a maximum of seven (7) days of accumulated sick leave in any school year for personal necessity leave for the following purposes:

(a) Death of a member of the immediate family when additional leave is required beyond that provided under bereavement leave up to a maximum of seven (7) days for special situations of an emergency nature, such as, settling an estate or other circumstances requiring absence beyond the bereavement leave limitations.

(b) Accident involving the person or property of the employee, or the person or property of a member of the immediate family as defined in the bereavement leave article. Such accidents must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the immediate attention of the employee during the employee's regularly assigned work hours.

(c) Appearance in any court as a litigant, or as a witness under subpoena or official order. Whenever any witness fee is payable to the employee, it shall be turned over to the District minus the actual expenses.

(d) Death of a close personal friend or relative not covered by the bereavement leave provisions.

(e) Illness of a member of the immediate family as defined in the bereavement leave provisions which is of such a nature that the immediate presence of the employee is required during the employee's workday.

(f) Paternity leave for the birth or adoption of a child of the employee necessitating the absence of the employee from duties during regularly assigned work hours.

(g) Imminent danger to the home or property of an employee caused by flood or fire, and serious injury to the employee during regularly assigned work hours.

(h) The need to conduct legal or business affairs of a personal nature that cannot reasonably be expected to be conducted outside of regularly assigned work hours. "Business affairs" does not include the operation of a business for profit.

10.2.2 Except at the discretion of the Superintendent, personal necessity leave must be taken in increments of not less than one-half (1/2) day.

10.2.3 All requests for personal necessity leave must be in writing and shall be presented to the employee's immediate supervisor as far in advance as possible. Such requests shall state the nature of the personal necessity, the period of time to be absent, and the steps taken to ensure an adequate instructional program by the substitute employee.

10.2.4 "Member of the immediate family" shall be as defined in the bereavement leave provision of this Agreement.

10.2.5 Any employee may use five (5) discretionary personal necessity days for personal reasons without disclosure, which will be taken out of the existing seven personal necessity days, referenced above.

10.2.6 In the event that an employee requests discretionary leave and Personal Necessity Leave, thus linking the two leaves as one, the following procedure shall be used by the site administrator to either approve or disapprove "the leaves as one."

These days shall not be used for strikes, sick outs, other concerted activities, or recreational purposes. It shall be the employee's responsibility to obtain prior written approval for the leave a minimum of two (2) full workdays in advance from his or her site administrator. The site administrator may deny the leave request for one or more of the following reasons: (1) Another employee has already requested such leave on the same date; (2) Such leave was not requested at least two (2) full work days in advance; (3) District services are likely to be significantly affected by the employee's absence; (4) Other employees are likely to face an unreasonable workload increase because of the employee's absence.

Employees are expected, except in cases of emergency or situations beyond the control of the employee, to give a minimum of two (2) full workdays advance notice of Personal Necessity Leave.

10.3 Industrial Disability and Illness Leaves

10.3.1 Employees shall be eligible for leave of absence with pay because of work-related disability or illness which the District's workers compensation claims administrator considers a valid claim.

10.3.2 Allowable leaves shall be for not more than sixty (60) service days in any one fiscal year for the same accident and shall commence with the first day of absence.

10.3.3 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due the employee for the same illness or injury.

10.3.4 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of no more than their full salaries.

10.3.5 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of temporary disability indemnity awarded to the employee.

10.3.6 Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial illness and accident leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of the employee's sick leave and vacation leave, which, when added to temporary disability indemnity, will result in a payment to the employee of no more than a full day's wage. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

10.3.7 Unless travel outside of California is authorized by the District, employees receiving benefits as set forth herein during a period of illness or injury shall remain in the State of California.

10.3.8 The District may require a written statement from a physician verifying an employee's need to be absent under this leave as well as the employee's ability to return to work.

10.4 Pregnancy Disability Leave

10.4.1 Any employee may utilize accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of sick leave, including the day on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician, provided that such leave is for disability purposes. Such pregnancy leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.

10.5 Child Care Leave

10.5.1 Employees shall be granted parental childcare leave of up to twelve (12) work weeks within the first year of the birth of a child or arrival of an adopted or foster child for the purpose of bonding the child.

10.5.2 Such leave includes any paid leaves which an employee may otherwise be entitled to receive. Once the employee exhausts all available paid leaves, and continues to be absent due to parental leave, he/she is entitled to receive the greater of differential pay or 50% of his/her regular salary during the remainder of the three months. An employee may, however, at the employee's option and expense, maintain any or all of the employee benefit programs set forth in Section 7.9, providing the applicable insurance carrier approves and further provided that the employee pays to the District the full premium quarterly in advance.

10.5.3 Requests for such leave must be made at least thirty (30) workdays prior to the requested beginning date in the case of a newborn child and as far in advance as possible in the case of an adoption.

10.5.4 The beginning date and duration of such leave shall be at the discretion of the District.

10.5.5 Time during which an employee is absent without pay shall not accrue credit toward an employee's next step increase.

10.6 FMLA

All unit members shall be entitled to Family Care leave per current FMLA guidelines. These guidelines are posted publicly, and updated annually, in the Staff Room, in the District Office, and State and Federal websites. The district shall use the 12-month rotating schedule to calculate available leave time.

10.7 Leave of Absence without Pay

10.7.1 Leave of absence without pay may be granted at the discretion of the Board for up to one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. All applications for leave of absence shall be presented in writing, except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of a leave of absence shall be clearly established by the District in conjunction with the granting of the leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the former position and working conditions, providing that the employee is capable of performing such duties of the former position, except however, if there has been a reduction of forces or the position has been eliminated during such leave, the employee will be returned to a similar position the employee would have been eligible for had there not been a leave of absence. Notwithstanding the foregoing, however, the District Superintendent may approve leaves of absence without pay for up to sixty (60) calendar days.

10.7.2 Time during which an employee is absent without pay shall not accrue credit toward an employee's next step increase.

10.7.3 If an employee fails to return immediately to the expiration of a leave of absence, or if the employee accepts other full-time employment while on a leave of absence, the employee will

thereby forfeit the leave of absence and terminate employment with the District.

10.7.4 Employees on a leave of absence without pay may, at their option and expense, maintain any or all of the benefit programs set forth in Section 7.9, providing the applicable insurance carrier approves, and further provided that the employee pays the full premium quarterly in advance to the District.

10.8 Bereavement Leave

10.8.1 Employees shall be entitled to a maximum of three (3) days bereavement leave of absence without loss of salary in the event of the death of any member of the employee's immediate family. Two (2) additional days will be allowed if either out-of-state travel is required or the travel distance is in excess of two hundred (200) miles from Montague. Two (2) more additional days will be allowed if the travel distance is in excess of seven hundred (700) miles one-way from Montague. An employee may also use up to seven (7) days personal necessity leave in addition to the bereavement leave set forth above as provided by Section 11.1, item a.

10.8.2 "Member of the immediate family" is defined as the parent, step-parent, foster parent, grandparent, child, step-child, foster child, or grandchild of the employee or of the spouse of the employee, and the spouse, parent-in-law, child-in-law, brother or sister of the employee, or any person living in the immediate household of the employee.

10.9 Jury Duty

10.9.1 Employees are entitled to leave with pay to serve on a jury.

10.9.2 When an employee is granted leave for jury duty, the employee shall endorse any juror's fees, excluding mileage and meal allowance, to the District.

ARTICLE 11

Transfers

11.1 The District reserves its right and authority to transfer employees as necessary in order to best meet the needs of the District. A transfer is defined as the relocation or reassignment of an employee to another grade level or position. Accordingly, grievances may not be filed challenging the District's judgment on the decision to transfer employees, but may be filed challenging the District's compliance with procedural requirements.

11.2 Whenever position vacancies occur which the District intends to fill on a permanent basis, the position vacancy, with the necessary related information, shall be posted for ten (10) calendar days in order to allow employees the opportunity to apply for such position vacancies.

11.3 If an employee's transfer request is not granted, upon request of the employee, the reasons for not granting the transfer request shall be provided in writing. In addition, if the employee so desires, a meeting will be scheduled with the District Superintendent in order to allow the opportunity for the employee to discuss the reasons the transfer request was not granted.

11.4 Prior to the involuntary transfer of an employee, at the employee's request, the reasons for the involuntary transfer shall be provided in writing. In addition, the employee shall be given an opportunity for a personal discussion with the District Superintendent to discuss the reasons for the involuntary transfer.

11.5 Involuntary transfers shall be based on the legitimate educational needs of the District. They shall not be punitive or disciplinary in nature. The District will consider the following criteria when making involuntary transfers; (a) credentials to perform the required services; (b) District seniority; (c) employees training, education and experience; (d) and the duties, requirements and needs of the position vacancy.

ARTICLE 12

Employee Evaluations and Personnel Files

The primary purpose of evaluation is to facilitate the professional growth or effectiveness of certificated employees in order to enhance teaching and student learning. This is best accomplished when the evaluation is a continuing, professional process that provides regular feedback between the certificated employee and evaluator. The fundamental premise for a successful evaluation is the necessity of mutual respect and confidence between evaluators and the employees being evaluated.

The District retains the responsibility for evaluation and assessment of the performance of all certificated employees, subject to the provisions of this Article. The evaluators are expected to follow evaluation procedures and orderly methods of identifying strengths and deficiencies based on the California Standards for the Teaching Profession (CSTP) described in Attachment 3, Form A and shall maintain accurate and impartial objective records as set forth in the evaluation procedures. No grievances arising under this article may be filed with respect to the substance, rating, or conclusions in the evaluation. The certificated employee may only file a grievance on an allegation that the evaluation procedures were violated. Overall evaluation activities shall be performed by the principal and when so requested the District Superintendent.

12.1 A joint panel of two (2) Association members and the superintendent shall be formed to determine the evaluation tool to be used for the following school year. The evaluation process shall include the following types of supervision

12.1.1 A full lesson observation consists of: (a) pre-lesson conference between the certificated employee and evaluator, (b) a full-length observation of a minimum of 30 minutes, (c) an analysis of the lesson, and (d) a post lesson observation conference with the evaluator.

12.1.2 A walk through observation shall consist of: (a) unannounced observation, (b) analysis of the lesson, and (c) a post lesson observation conference with the evaluator.

The content of the post lesson observation conference for either a full lesson observation or a walk-through observation shall be reduced to a written summary provided to the certificated employee noting strengths, deficiencies, recommendations and/or corrective actions if any. The certificated employee shall take affirmative action to correct any and all deficiencies.

12.2 The evaluation procedures shall address the assessment of certificated employees' competence as it relates to the following criteria:

12.2.1 The establishment by the teacher of reasonable education in the cognitive and/or affective domains as it relates to CSTP...

12.2.2 The progress of students toward the standards established of expected student achievement at each grade level in each area of study.

12.2.3 The instructional techniques and strategies used by the employee.

12.2.4 The employee's adherence to curricular objectives.

12.2.5 The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.

12.2.6 Evaluation documents will be reviewed by the parties and will be modified from time to time as necessary.

12.3 Procedures

12.3.1 The evaluator and certificated employee shall meet to discuss stated targets, the evaluation procedures and the evaluation criteria by the end of September.

12.3.2 The work performance of certificated employees shall be summarized in writing and placed in the certificated employee's personnel file. The certificated employee may attach a written response to either the written summary of the observation or the final written performance evaluation within ten (10) calendar days after receipt of either document and placed, as an attachment, in the certificated employee's personnel file.

12.3.3 Full lesson observations and walk through observations of the work performance of a certificated employee shall be conducted openly and with full knowledge of the teacher. Certificated employees shall be given a copy of any evaluation report and the evaluator shall discuss such report with the certificated employee.

12.3.4 Probationary certificated employees shall be evaluated at least once per school year. The evaluator shall evaluate every probationary certificated employee with one (1) or more full lesson observations and one (1) walk through observations from September 15 to June 1. The

evaluator shall evaluate every 2nd year probationary employee with one (1) full lesson observations and one (1) walk through observations on or before March 1. Additional observations may occur at the discretion of either the evaluator or at the request of the 2nd year probationary employee.

12.3.5 The evaluator shall evaluate every permanent certificated employee for evaluation every other permanent certificated employee is transferred or reassigned to another subject area) with one (1) full lesson observations and one (1) walk through observations from mid-October to thirty (30) days prior to the last student attendance day. Additional observations may occur at the discretion of either the evaluator or at the request of the permanent certificated employee.

12.3.6 The final written performance evaluation of the certificated employee shall be transmitted to the certificated employee no later than 30 days prior to the last student attendance day. The evaluator will use Attachment 3, Form A. A final evaluation conference shall be scheduled.

12.3.6.1 The evaluation shall include recommendations, if necessary, as to the areas of improvement in the performance of the teacher and recommended corrective action. The teacher shall take affirmative action to correct any cited deficiencies.

12.3.6.2 Upon mutual agreement of the employee and the Superintendent, unit members who have been employed by the District for a minimum of five (5) years and two (2) consecutive positive performance evaluations, may request a waiver for the next two (2) evaluation cycles. The appropriate date of the next evaluation must be indicated on their last written performance evaluation. This waiver may be rescinded by either the employee or the Superintendent at any time with a written explanation indicating the reason for this action.

12.3.7 Any employee who receives an unsatisfactory evaluation shall, upon request, be entitled to two (2) subsequent observations and conferences as set forth above.

12.3.8 Whenever appropriate, the evaluator shall make specific recommendations for improvement and give assistance in implementing such recommendations which may include adequate release time for the employee to visit and observe similar classes in other schools.

12.3.9 No employee shall be held responsible for any aspect of the educational program over which the employee has no authority or ability to correct the deficiencies. Non-administrative employees shall not be required to participate in the evaluation or observation of other employees, nor shall they be required to assess their own performance.

12.3.10 Evaluations shall not be based upon hearsay statements or information which was not developed through the direct observations of an evaluated employee.

12.3.11 The classroom teacher is the primary agent of the educational program, with other employees of the District providing support and assistance to the teacher.

12.3.12 The evaluator and certificated employee shall meet all applicable, legal and District calendar dates.

12.4 Employee Personnel Files

12.4.1 An individual personnel file shall be kept on each employee. The file shall be kept in the District Superintendent's office and shall be available to the Board of Trustees, District Superintendent, and any confidential employee.

12.4.2 Upon written authorization from the employee, a representative shall be permitted to review the employee's personnel file or to obtain copies of documents contained therein.

12.4.3 Employees may review their own personnel file in the presence of the District Superintendent, or designee.

12.4.4 Access to personnel files shall be limited to people on a need-to-know basis. Members of the Board of Trustees may review an employee's file at a personnel session of the Board of Trustees. The contents of personnel files shall remain confidential.

12.4.5 Personnel files may not be removed from the District office except for review by the Board of Trustees at a closed board meeting.

12.4.6 All confidential employee documents will be kept in the personnel files, including transcripts of college courses and any other records deemed necessary to the welfare of the District and the employee. Nothing will be removed from personnel files unless approved by the Board of Trustees with notification to the employee.

12.4.7 Employees shall be provided with copies of any negative or derogatory material before such material is placed in the employee's personnel file. The employee shall also be given an opportunity to prepare a written response to such material. The response shall thereafter be attached to any negative or derogatory documents.

12.4.8 All documents placed in an employee's personnel file shall be dated and signed with the date on which the material was placed in the file.

ARTICLE 13

Layoff

13.1 The parties acknowledge the District's right to lay off employees based upon the needs of the District as provided by law. The following provisions constitute complete agreement on all items within the scope of negotiations relative to layoff of employees. It is agreed and understood that no further negotiation relative to layoff shall be required.

13.2 Whenever it becomes necessary to lay off employees, the District shall follow all applicable provisions of the Education Code of the State of California as supplemented by the provisions of this Article.

13.3 Upon request of the employee, an employee who is laid off shall be eligible to continue existing District-paid benefits as set forth in Section 7.9 for a period of two (2) calendar months after termination of employment, with the approval of the carriers.

13.4 Re-employment of employees who are laid off shall be governed by applicable provisions of the Education Code of the State of California.

13.5 Offers of re-employment (other than on a substitute basis) shall be either personally served or made via the U.S. First Class Mail addressed to the last known address and shall include details of the vacancy offered, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the employee's signature. Failure to reply within ten (10) calendar days from service of the offer of re-employment shall be deemed a refusal of the offer of re-employment. It is the responsibility of each employee with reemployment rights to file a current mailing address with the District Office.

13.6 An employee who is laid off and subsequently rehired during the period of re-employment rights shall have accrued sick leave balance as of the date of the layoff reinstated.

13.7 Layoffs will be determined by seniority. Certificated Seniority list will be updated each year and will be used to determine layoffs. Seniority based on 1) the first paid date of service 2) Ties broken by either alpha, years of service, placement on the salary schedule, type of credential, training or board resolution.

ARTICLE 14

Miscellaneous

14.1 Except during the lunch period, employees shall not be absent from school during their scheduled assignment or from a class without notifying and receiving permission from their immediate supervisor or authorized representative. If it is necessary for an employee to leave the work site during working hours, permission must be received from the District Superintendent or designee.

14.2 If an employee needs to be absent from duty, notice must be given to the District. Employees will make their best effort to notify the District as soon as possible of an intended absence. It is the responsibility of the employee to see that the class roll book, lesson plans and other pertinent materials necessary to conduct the class are made available. In the event of an emergency the employee will not be held responsible for the above requirements.

14.3 Emergency sub plans: Employees *shall be* required by the District to prepare emergency sub plans *for a minimum of 4 days* and place them on file in the *school* office. These sub plans can be used by substitute teachers when an emergency absence prevents the employee from preparing sub plans. District will provide time to complete the emergency sub plans during the first two weeks of school.

14.4 **Stipend Employment and Evaluation** Certificated staff shall have priority for staffing in all stipend positions listed in the appendix to the CTA contract. All stipends shall be posted for application on July 1 of each year, and the term of each stipend position shall expire on June 30th of the school year. All certificated staff members shall have the opportunity to apply for stipend positions. Priority for placement in stipend positions will be determined in order as follows:

1. Employee has served in the position during the prior school year, and received a positive evaluation for that position.
 - a. Coaches will be evaluated by the Athletic Director.
 - b. All other positions, including the Athletic Director, will be evaluated by the site administrator.
2. Prior experience in job tasks associated with stipend position.
3. Seniority on the annually published certificated staffing list.

If a tie should occur in any criteria, an interview will be held, and the placement will be made by the administrator. If no certificated unit member applies for an open position, that stipend position shall be offered on a temporary basis to the classified staff unit. If the position remains vacant after offering it to the classified unit, it will be posted externally on a temporary basis. - *Added for 2023/24 School Year.*

ARTICLE 15

Concerted Activities

15.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, illegal picketing, or refusal to perform job functions and responsibilities 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 labor organizations to engage in such activity.

15.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward encouraging all unit employees to do so. In the event of a strike, work stoppage or slowdown, the Association agrees in good faith to take all necessary steps to cause those unit employees to cease such action.

15.3 It is agreed and understood that any employee violating this Article may be subject to discipline.

ARTICLE 16

Savings Provision

16.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 17

Effect of Agreement

17.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent of a conflict, and over state laws to the extent permitted by state law.

ARTICLE 18

Emergency Provision

18.1 The District retains the right to amend, modify or rescind policies, regulations, and practices referred to in this Agreement in cases of emergency. For the purpose of this Article, an “emergency” is defined as an act of God, war, natural or man-made disaster.

ARTICLE 19

Complete Agreement

19.1 Except as specifically provided in Article 20, Term, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not.

ARTICLE 20

Term

20.1 This agreement shall continue in full force and effect from July 1, 2022, through June 30, 2025. For the 2022-2023 school year either party may reopen negotiations on Article 7 “Compensation” with the exception of Article 7.13, and two (2) additional articles of this Agreement by giving written notice to the other party by March 15, 2023. For the 2023-2024 school year either party may re negotiations on Article 7 “Compensation” and two (2) additional articles of this Agreement by giving written notice to the other party by March 15, 2024.

21.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

21.3 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the parties have executed this Agreement as the date written below.

Date: _____

MONTAGUE ELEMENTARY MONTAGUE ELEMENTARY SCHOOL DISTRICT
TEACHERS ASSOCIATION CTA/NEA

Heidi Pryor, Board President

Jena Davis, META President

Matt Dustan, Superintendent/Principal

Stephen Wendt, META Representative

