

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**MT. BALDY JOINT SCHOOL
DISTRICT**

AND

**MT. BALDY TEACHERS
ASSOCIATION/CTA/NEA**

Effective July 1, 2019 - June 30, 2021

Revised/Corrected 5/20/2019

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ARTICLE 1
AGREEMENT

- A. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the MT. BALDY JOINT SCHOOL DISTRICT ("District") and the MT. BALDY TEACHERS ASSOCIATION, CTA/NEA ("Association"), an employee organization.

- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which is referred to as the "EERA".

- C. Any individual contract between the District and a teacher will be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 2
RECOGNITION

The District acknowledges that the Association is the exclusive representative for a unit of certificated employees excluding the Superintendent/Principal, School Psychologist, and Substitute Teachers, pursuant to the provisions of the Education Employment Relations Act ("EERA" or "the Act").

ARTICLE 3

TERM

- A. Except as provided elsewhere in this Agreement, this Agreement will be in effect from the date of ratification up to and including June 30, 2021.

- B. Not later than the first board meeting in May of each year that this Agreement is in effect, the Association may request to reopen the subjects of bargaining specified under Section C of this Article. The Association will present a written proposal pursuant to the provisions of this Article in order to fulfill the public notice requirements under the Educational Employment Relations Act.

- C. As soon as the public notice requirements have been fulfilled by the Association and the District, the parties to this Agreement will schedule mutually agreeable times, places, and dates to meet and negotiate up to two (2) reopeners for each side as specified under the provisions of this Article. It is understood by both parties that Salary, Health and Welfare Benefits and Calendar are automatic reopeners.

ARTICLE 4

SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

- B. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

ARTICLE 5

MAINTENANCE OF STANDARDS

- A. It is understood and agreed that the specific provisions contained in this Agreement will prevail over District practices and procedures, prior written agreements, and over state laws to the extent permitted by state law. The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement. This Agreement shall supersede any rules, regulations, or practices of the District, which are, or may in the future, be contrary to or inconsistent with the express terms of this Agreement.

ARTICLE 6
DISTRICT RIGHTS

- A. 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, included in but not limited to those duties and powers that are the exclusive right to: determine its organization; direct the work of its bargaining unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives (in consultation with the teachers); insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum (in consultation with the teachers); build, move or modify facilities; establish budget procedure and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board of Trustees retains the right to hire, classify, assign, promote, terminate and discipline bargaining unit members in conformance with provisions of the California Education and Government Codes.
- B. 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 by law and the agreement.

ARTICLE 7

ASSOCIATION RIGHTS

- A. Access to Unit Members. Association staff and Association representatives will have reasonable access to teachers during the normal workday provided the Association representative makes his/her presence known to the Superintendent/Principal prior to contacting the teacher on duty. Contact with teachers is not permitted if the contact interferes with or has a reasonable likelihood of interfering with the educational program, the duties of other employees, or with the right of teachers to refrain from listening to an Association representative. Teachers may attend Association meetings during non-duty hours.

- B. The Association will have the right to use teacher mail boxes and designated bulletin boards. The District will provide a bulletin board for Association use. The Association will also have the right to the use of District facilities pursuant to EERA Section 3543.1(b).

C. Dues Deduction. The District will deduct from the pay of Association members, and pay to the Association, the normal and regular monthly membership dues as voluntarily authorized in writing by the teacher. Religious objectors are bargaining unit members who are members of a religious body whose traditional tenets, doctrine or creed prohibits them from joining or financially supporting the Association or Union. Religious Objectors pay the full dues amount at the beginning of each school year. In lieu of the payment of a service fee such bargaining unit members will contribute to a charitable organization approved by the Association and the District, a sum equal to the service fee. The Association may require evidence that such payments have been made. The charitable organizations authorized for contributions by the bargaining unit members are:

United Way

American Red Cross

American Cancer Society

D. Any teacher who is a member of the Association at the time this Agreement becomes effective or who enrolls during the life of this Agreement will pay membership dues to the Association for the duration of this Agreement. This provision will not deprive any teacher of the right to terminate his/her membership at any time. Nor will this deprive any teacher who has resigned his/her membership during the term of this Agreement from the right to terminate the deduction of dues upon the expiration of this Agreement provided the demand to terminate deduction of dues is made within thirty days of the expiration of this Agreement. If a teacher who is covered by this provision withdraws authorization for dues deduction or refuses to provide the Association a lump-sum cash payment of dues for the year, the District will deduct an amount equal to membership

dues as provided in Education Code section 45601 and in the same manner as usual Association dues deduction.

- E. During the term of this Agreement, the District will not modify terms and conditions of employment as defined by PERB without first meeting and negotiating with the Association.
- F. Teachers will be notified of their tentative assignments for the subsequent school year by the end of the current school year.
- G. Before seeking a waiver of a State or Federal law or regulation, the District will provide a copy of the request for waiver to the Association for review.

ARTICLE 8

HOURS

- A. Hours of Work. The parties recognize that the professional responsibilities of teachers include teaching; lesson planning and preparation; grading and record keeping; meeting with students, parents, and District personnel; improvement of teaching skills; and participating in adjunct duties incident to the District's programs. They recognize that the professional nature of these responsibilities does not lend itself to a workday of rigidly established length. However, if an hourly salary calculation is necessary, 7.5 hours will be the divisor.

Teachers are to be at their work location 30 minutes prior to the convening of each school day; spend a reasonable amount of time after the close of the student school day to take care of student needs; attend scheduled parent or administrative meetings; and participate in adjunct duties.

- B. Work Year. The work year for FTE's will be 185 days, 92.5 days for .5 FTE's. Any bargaining unit member who attends in-service on a non-work day will receive the agreed upon hourly rate.

ARTICLE 9
REASSIGNMENTS

- A. When a vacancy exists, current teachers will be given the opportunity to apply for the vacancy prior to any new teacher. The assignment of teachers to grade levels and subject areas shall be made by the Superintendent/Principal. Training and experience shall be considered in making the assignment.

- B. If a reassignment is known prior to the end of the school year the current teachers shall be notified in writing.

- C. An involuntary reassignment will be initiated by the District. Involuntary reassignments will only be made to meet legitimate educational program needs to satisfy State or federal compliance, and will not be arbitrary, capricious or discriminatory in nature.

ARTICLE 10

JOB SHARING

The District shall continue the current practice of allowing teachers to split contracts.

- A. Job sharing shall mean the voluntary employment of two (2) permanent certificated employees sharing one (1) full-time teaching position. However, if only one (1) employee within a certificated area wishes to job share, the District shall post a vacancy for such shared position. Approval of a job sharing plan shall be determined by the Superintendent/Principal or his/her designee and recommended to the Board for final approval. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial by May 15.

- B.
 - 1. Employees interested in sharing one position shall mutually submit such request, in writing, to the District, no later than March 1 prior to the year the shared contract becomes effective.

 - 2. Upon request of the two unit members, a job sharing assignment may be renewed provided the two unit members notify the District prior to March 1.

 - 3. Should a full-time position become available, and one permanent certificated employee of a shared job wants to return to full-time, they can post for the position.

- C.
 - 1. Employees of the job sharing team will be entitled to all the rights of full-time employees. However, the salary, fringe benefits, sick days and personal leave days will be prorated.

2. Job share teachers have the same salary placement and movement rights as a full-time employee on a prorated basis.
3. Each permanent certificated employee will be issued a standard teacher's contract.
4. Participants in a job sharing program will make all possible attempts to cover for one another for absences. In the event the teaching partner is unable to cover, it is the responsibility of the absent teacher to request a substitute.
5. Attendance at all back to school night, open house and all other functions required by staff shall be required of both team members.
6. Attendance at all in-service state mandated training of activities beyond the normal workday or work year will be paid the agreed upon extra duty hourly rate.

ARTICLE 11

PERMANENT STATUS

A. Effective July 1, 2015 Board Resolution #0111941 shall be reinstated by the Mt Baldy School Board into Board Policy granting unit members permanent status after two years of probationary service. Board Resolution #0111941 shall not be revised by the Mt Baldy School Board unless negotiated with Mt Baldy Teachers Association.

B. The status of unit member employed on or after July 1, 2015 shall be required to serve two (2) years of probationary service and shall be permanent unless notified prior to March 15th of their second year that they will be non reelected for the next, i.e., third (3rd) year as specified in Education Code 44929.21 (b). See below.

Education Code 44929.21.

(b) Every employee of a school district of any type or class having an average daily attendance of 250 or more who, after having been employed by the district for two complete consecutive school years in a position or positions requiring certification qualifications, is reelected for the next succeeding school year to a position requiring certification qualifications shall, at the commencement of the succeeding school year be classified as and become a permanent employee of the district.

The governing board shall notify the employee, on or before March 15 of the employee's second complete consecutive school year of employment by the district in a position or positions requiring certification qualifications, of the decision to reelect or not reelect the employee for the next succeeding school year to the position. In the event that the governing board does not give notice pursuant to this section on or before March 15, the employee shall be deemed reelected for the next succeeding school year.

This subdivision shall apply only to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter.

ARTICLE 12

LEAVES

A. Personal Illness and Injury Leave.

Teachers regularly employed on a full-time basis who are absent from duty due to their own illness or injury or that of their immediate family, will be granted 10 workdays per year as personal illness leave. Earned but unused sick leave days will be accumulated from year-to-year.

1. Teachers serving less than a full school year, and/or employed on less than a full-time basis, will be entitled to personal illness leave in the same proportion that the time served bears to a school year of full-time service.
2. A teacher's sick leave will be exclusive of all days he/she is not required to render service to the District.
3. Whenever a teacher is absent from duty on account of the teacher's own illness or injury and the teacher has exhausted all regular and accumulated illness leave, the district will continue to compensate the employee for not more than a total of five school months during the school year at the rate of the difference, if any, between his/her salary and that which will actually have been paid a substitute teacher employed to fill his/her position during his/her absence. If a substitute is not secured, the unit member's salary will be reduced by the rate that would have been paid to the substitute teacher.
4. If a teacher, who has no accumulated sick leave from previous years, takes all or a portion of the sick leave allowable for the current school year and subsequently fails to serve the District for the full school year, an amount

equivalent to the number of days of used, but unearned, will be deducted from the final salary warrant drawn payable to the teacher.

B. Personal Necessity

1. A teacher, at his/her election, may request to utilize up to 7 days of sick leave allowed pursuant to Education Code Section 44981 in cases of personal necessity.
2. Leave may be granted upon request for a portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstances that the teacher cannot be expected to disregard and that may not be conducted at a time other than regular duty hours.
3. The 7 days of leave under this section may be utilized by a teacher without having to state a reason. The days will be limited to the equivalent of the teacher's contractual workday and will be charged in one-day blocks of time.
4. A written request for permission to take a personal necessity leave will be filed with the Superintendent or designee at least three days in advance of the day on which the personal necessity leave is intended to be taken. If the need to utilize personal necessity leave is not known to the teacher within the three-day notice requirement, the written request will be made as much in advance as possible. If, due to circumstances beyond the teacher's control, it is impossible to request advance permission and the teacher determines to take time off, the teacher will give verbal notice to the Superintendent or designee, and will file the leave request immediately upon return to duty. The request will specify the reason for

the inability to file an advance notice along with documents that support those reasons, if any.

5. Personal Necessity leave shall not be used for the sole purpose of extending a vacation.

- C. Bereavement Leave. Teachers will be allowed five days absence from assigned duty without loss of salary for the death of any member of his/her "immediate family," as defined below. Allowable leave will not be accumulated from year-to-year.

Immediate family will include, but not be limited to, the following: mother (stepmother), mother in-law, father (stepfather), father-in-law, husband, wife, domestic partner, son (stepson), daughter (stepdaughter), brother, sister, grandparent, legal guardian, foster children, grandchild of the teacher or spouse, or any relative living in the immediate household of the teacher.

- D. Family Care and Medical Leave. All unit members are eligible for leave under this Article, as defined in the Federal Family and Medical Leave Act of 1993 (FMLA).

- E. Industrial Accident or Illness Leave. Pursuant to California Education Code Section 44984 and District procedures, leaves resulting from industrial accident or industrial illness will be granted to all teachers for up to 60 workdays in any one fiscal year for the same accident. Upon termination of the industrial accident or illness leave, the teacher will be entitled to the benefits provided in paragraph A of this Article. For the purposes of paragraph A of this Article, the teacher's absence will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary

disability indemnity, will result in a payment to the teacher of not more than the teacher's full salary.

- F. Jury Duty/Witness Leave. Teachers will be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror, unless such appearance has been brought about through the connivance or misconduct of the teacher.

Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section will be endorsed over to the District so that the teacher's compensation for any days of absence for the above purposes will not be in excess of, nor less than, his/her regular pay.

- G. General Provisions. Teachers intending to utilize leaves under this Article will notify their immediate supervisor as far in advance as possible.

1. Any teacher utilizing sick leave for compelling personal importance, personal necessity, or family illness as provided herein, will complete a Personal Absence Report upon return from leave. The Personal Absence Report will indicate the teacher's name, the type of leave used, the dates of the absence, and other necessary information.
2. The District reserves the right to verify by all reasonable means including physical examination at District expense that the leave benefits are not abused, including requiring a teacher to submit a signed declaration and/or other proof to substantiate the use of leave time. Included within this right is the right to verify that a teacher has sufficiently recovered from an illness to return to work.

3. The District will not use this verification for harassment of teachers.
 4. Inclusion of time spent on any type of leave for purposes of determining the teacher's status relating to service computations will be in accordance with mandatory provisions of the California Education Code, except as expressly provided otherwise in this Article.
 5. Personal necessity leave will not be used for any work stoppage.
- H. Unpaid Leave. An unpaid leave of absence may be granted by the Board at its sole discretion. The Board may approve or disapprove such requests. Application must be made in writing seven days prior to a regular Board meeting and a presentation made to the Board in closed session.
1. Leaves will be granted for no more than one year.
 2. Leave requests may be submitted any time during the school year for infant care or family crisis or any other reasons acceptable to the District.
 3. Prevailing conditions in the District, seniority of the teacher, and the number of requests for unpaid leaves will be considered in the granting of unpaid leaves.
- I. Disability Leave. The District will grant a leave of absence to any teacher who has applied for disability allowance for the State Teachers' Retirement System which will be deducted from available leaves. This leave will not extend more than thirty days beyond the final determination of the disability allowance. If the teacher is determined to be eligible for the disability allowance by STRS, an unpaid leave will be granted for the

term of the disability but not more than thirty-nine months from the date of the notification of the determination.

- J. Upon return from an approved leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The district must notify in writing the employee of any change in assignment as soon as such decision is made.
 - A. Assignment: Grade level taught based on certification.
 - B. Position: Based upon part-time or full-time status.

ARTICLE 13

TEACHER COMPENSATION

- A. The 2020-2021 salary schedule is attached as Appendix A.
- B. Initial placement with an intern credential will be Step 1, Range 1.
- C. Course credit for salary placement and movement shall be given only for post graduate work at upper division or graduate level division or graduate level directly applicable to the position. These courses must be taken at four year colleges, universities or graduate schools which are accredited by a regional accrediting commission. In-service training courses and workshops sponsored by four-year colleges, universities or graduate schools (as defined above) for upper division or graduate credit may be used for salary placement and advancement with prior approval by the board. Supporting records or transcripts verifying post graduate units which are to apply toward salary advancement must be filed with the School Office no later than September 15th of the applicable year. If the official records or transcripts verifying units of study have not been submitted, official notices in the form of a grade card or letter from the college or university will be temporarily accepted. The employee shall be allowed all earned increments and transferred to the proper step of the new class at the beginning of each school year or within two pay periods of receipt of verification of units.
- D. Credit may be allowed for service with a credential in public schools or accredited private schools. In order for the services to be counted as one (1) year, the certificated employee must have actually taught at least 75% (135 days) during that year. No credit is given for less than one full year. Credit for substitute teaching will not be given.
- E. The extra duty hourly rate shall be \$35.00

- F. Student Council/Activities Coordinator - Provides a stipend of \$1,000 per year for work done outside the instructional day. This consists of Supervising/Chaperoning school dances and other Student Council related activities.
- G. Junior High School End-of-Year Trip Coordinator/Chaperone – Provides a stipend of \$1,000 to oversee, coordinate, plan, and chaperone the end-of-the-year Junior High School trip.
- H. Administrative Designee - A unit member serving in place of an absent administrator (Principal/Superintendent) as well as providing strategic leadership that supports school planning, professional development, and/or student assessment coordination principal shall receive an additional compensation of \$2,000 per year. If there are two unit members serving as the Administrative Designee, the stipend amount may be split among the two unit members.
- I. Yearbook Advisor – Provides a stipend of \$1,000 per year for work done outside of the instructional day.
- J. English Language (EL) Coordinator – Provides a stipend of \$500 per year for work done outside of the instructional day.
- K. Additional Stipends – To be determined by mutual agreement between the District and teacher unit member.
- L. Class Size –
 - a. Class size will not exceed 28 students for all classroom, Grades 1-8, unless there is an exception with teacher approval.
 - b. Class size will not exceed 14 students for the TK/Kindergarten combination classroom, unless there is an exception with teacher approval.

ARTICLE 14

HEALTH AND WELFARE BENEFITS

- A. For the 2020-2021 school year, the District will continue to provide health plans (medical and dental) for eligible employees and dependents.
- B. The dental insurance being provided covers single, dual and family.
- C. For the 2020-2021 school year, the medical insurance cap will remain at \$10,000.
- D. The health plan insurance cap for teachers working less than full time will be prorated based on the percent of their annual contract.
- E. Beginning in the 2016-2017 school year, Cash In Lieu of Health benefits for half –time (1/2) teachers hired for, or prior to the 2015-2016 school year, will be \$3,313.00.
- F. Teachers hired beyond the 2015-2016 school year, and not requiring health and welfare benefits, will not receive Cash In Lieu.
- G. When two FTE Mt Baldy Teachers' Association members are married or are in a domestic partnership, they have the option to combine their two health insurance caps to pay for a family insurance plan.

For example, if two teachers are married or are in a domestic partnership and the current cap for one teacher is \$10,000, then together the couple would have a medical cap of \$20,000 for insurance costs if both are working in a full time capacity.

ARTICLE 15

EVALUATION PROCEDURES

- A. The purpose of the Evaluation is to improve instruction. Grievances may not be filed regarding the contents of an Evaluation.
- B. All probationary, temporary, and permanent certificated personnel will complete a planning goals template in the Fall of each new school year and consult with District administration about their goals as well as share progress and discuss support needs throughout the school year.
- C. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:
 - 1. All probationary and temporary personnel will have a minimum of two formal observations. The first formal observation will be by December 15. The second formal observation will be done by March 15. A post observation conference will be held within 10 days following the each formal observation. Probationary and temporary teachers will receive a written summary of each formal observation.
 - 2. All permanent status personnel will have a minimum of one formal observation at least every other year. The formal observations will be done by December 15. A post observation conference will be held within 10 days following the formal observation. Permanent status personnel will receive a written summary of each formal observation.
 - 3. At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal *No Child Left Behind Act of 2001* (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and

certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

4. The site administrator and the permanent status employee mutually agree on an alternative plan such as a project or portfolio in lieu of a formal observation that meets the standards performance. The permanent status employee will submit a summary of the project no later than 30 days from the end of the school year.
- D. Evaluations will be conducted by site administrators. Evaluations will be documented on forms jointly prepared by the District and the Association. See Appendix B. All evaluation forms will be given to teachers by October 15.
 - E. Evaluations will be based on the California Standards for the Teaching Profession (CSTP). See Appendix B.
 - F. Each teacher being formally evaluated will be evaluated in writing using the Evaluation forms in Appendix B for each school year not later than 15 days from the end of the school year. The completed Evaluations form will be given to the teacher at a formal Evaluation conference. If a teacher receives a Needs Improvement or an Unsatisfactory rating in any domain, the administration will provide written documentation. Following the conference, the teacher may attach a written statement to the completed Evaluation form within 10 working days.
 - G. The teacher will sign and receive a copy of the completed Evaluation form. Signing by the teacher will indicate only receipt of the form and will not imply that the teacher agrees with the ratings or comments it may contain.

ARTICLE 16

SAFETY AND STUDENT DISCIPLINE

- A. A teacher may suspend a pupil from his/her class for the day of the suspension and the day following pursuant to Education Code section 48910.
- B. Should the District request or require that a teacher transport a pupil(s), the District will provide full primary liability coverage for any liability which may occur during the assignment.
- C. The District will protect teachers from loss of personal teaching property while acting in discharge of their duties. The District will reimburse teachers for losses or damage to personal teaching property which is approved and on file with the District up to a maximum of \$1,000.
- D. The District will provide liability coverage for teachers during school sponsored activities or field trips when employees are engaged in the normal course of their assignment.
- E. The Superintendent/Principal or designees will immediately report all cases of assault on teachers in connection with their employment to the appropriate law enforcement agency.
- F. Pursuant to Education Code section 49709, in a timely manner, the District will provide teachers, who have a legitimate "need-to-know", with information regarding students whose actions, have or could have, led to the suspension or expulsion of the student.

- G. A bargaining unit member may refuse any directions that she/he feels could reasonably endanger anyone's life, safety and/or welfare. No bargaining unit member shall be required to perform duties that would or possibly could endanger one's life, safety or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the bargaining unit member has been pressed into service as a "disaster service worker" under Government Code Section 3100 by a person having the authority to command citizens in the execution of her/his duties. Bargaining unit members may refuse any direction by person(s) until adequate proof of their authority is provided.

ARTICLE 17

GRIEVANCE PROCEDURE

- A. Definitions. A grievance is an alleged violation of the specific term of this Agreement. A "day" is a day in which the central administrative office of the District is open for business. In the event a grievance is being processed after the close of the school year, at the option of the teacher, the grievance will be suspended until the commencement of the new semester.
- B. Informal Level:
Before filing a formal written grievance, the grievant will attempt to resolve it by an informal discussion with the Superintendent/Principal.
- C. Formal Level I:
Within 10 work days after the occurrence of the act or omission giving rise to the grievance, the teacher must present the grievance in writing on the appropriate District designated form to the Superintendent/Principal. This will be a clear, concise statement of the grievance, the circumstances involved, the specific provision(s) of the Agreement alleged to have been violated, and the specific remedy sought. The Superintendent/Principal will communicate a decision to the teacher in writing within 10 days after receiving the grievance. If the Superintendent/Principal does not respond within the time limits, the teacher may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.
- D. Formal Level II:
If the teacher is not satisfied with the Superintendent/Principal's decision, the teacher may, within 10 work days, request binding arbitration (or within 10 work days of the date the Superintendent's decision should have been issued, if no decision was issued).

1. The arbitrator will determine arbitrability, (if an issue), hear evidence, and render a decision as governed by the rules and procedures of the American Arbitration Association.

2. The decision of the arbitrator will be final and binding on the parties. However, the arbitrator will have no power to add to, subtract from, or to modify this Agreement.

ARTICLE 18

COMPLAINTS AGAINST TEACHERS

- A. Any complaint against a teacher must first be referred to the teacher to attempt resolution. Complaints against the teacher will be brought to the teacher's attention within five days of receipt and will be considered by the Superintendent/Principal for inclusion in the teacher's personnel file.
- B. At the request of either party, the Superintendent/Principal will attempt to hold a meeting between the complaining person and the teacher prior to the placement of the complaint in the personnel file. An employee, on request, is entitled to representation in the meeting.
- C. A teacher, on request, is entitled to representation in the meeting. The teacher will be informed by the Superintendent/Principal of the right to be accompanied to the meeting by a representative.
- D. If the Superintendent/Principal determines that the complaint is substantiated and will be included in the teacher's personnel file, the Superintendent/Principal will attach a summary of his/her findings. The teacher will be notified within ten days of the pending placement in the personnel file and will be allowed to file a written response.
- E. These provisions do not apply to any written communication concerning any investigation done by law enforcement when the District has been requested in writing by law enforcement not to inform the teacher of the investigation.
- F. All information or proceedings regarding any complaint will be treated as confidential by the District.

ARTICLE 19

PERSONNEL FILES

- A. There will be a single personnel file for each teacher. A teacher's personnel file will be kept in the central administrative office of the District. Maintenance of teacher personnel files is governed by California Education Code Section 44031.

- B. Information of a derogatory nature will not be entered or filed unless and until the teacher is given an opportunity to review and comment thereon. A teacher has the right to enter, and have attached to any derogatory statement, the teacher's own comments or response. Any review, and any preparation of comments or responses to the material or statement, will take place during normal business hours, as long as it does not interfere with the teachers assigned duties.

- C. All material in a teacher's file will be dated and signed by the person who caused the material to be prepared.

ARTICLE 20

CONCERTED ACTIVITIES

- A. It is agreed and understood that the Association will not conduct, authorize or encourage a strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the 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 labor organizations to engage in such activity.

- B. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the District or its agents by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those persons to cease such action. Continuation of such activities will cause unit members involved to be subject to disciplinary action, up to and including dismissal.

- C. The District agrees that it will not engage in or authorize any lockout of employees for the duration of this Agreement.

APPENDIX 'A'

CERTIFICATED SALARY SCHEDULE

MT. BALDY JOINT SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

2020 - 2021

STEP

RANGE	BA	BA + 30	BA + 45	MA	MA + 30
1	\$36,501.22	\$39,590.08	\$42,678.94	\$48,855.65	\$51,944.51
2	\$37,905.90	\$40,994.76	\$44,080.56	\$50,260.33	\$53,349.19
3	\$39,308.53	\$42,397.40	\$45,485.24	\$51,662.96	\$54,751.83
4	\$40,713.21	\$43,801.05	\$46,888.90	\$53,066.62	\$56,157.53
5	\$42,115.85	\$45,205.73	\$48,294.59	\$54,472.32	\$57,341.86
6	\$43,521.55	\$46,609.39	\$49,697.23	\$55,875.98	\$60,366.46
7	\$46,428.83	\$49,417.72	\$52,505.57	\$58,682.27	\$61,770.12
8	\$47,733.54	\$50,820.36	\$53,568.51	\$60,086.95	\$63,172.75
9	\$49,136.18	\$52,223.00	\$55,312.88	\$61,720.13	\$64,578.45
10	\$50,287.87	\$53,627.68	\$56,716.54	\$62,896.31	\$65,982.11
11	\$51,944.51	\$55,031.33	\$58,122.24	\$64,298.94	\$67,387.81
12	\$53,021.74	\$56,437.03	\$59,525.90	\$65,702.60	\$68,790.44
13	\$54,751.83	\$57,839.67	\$60,929.55	\$67,106.26	\$70,193.08
15				\$70,519.51	\$73,340.09
18				\$74,450.98	\$77,428.65
21				\$76,180.05	\$79,158.74

Initial placement with an emergency or intern credential will be Step 1, Range 1. Course credit for salary placement and movement shall be given only for post graduate work at upper division or graduate level division or graduate level directly applicable to the position. These courses must be taken at four year colleges, universities or graduate schools which are accredited by a regional accrediting commission. In-service training courses and workshops sponsored by four colleges, universities or graduate schools (as defined above) for upper division or graduate credit may be used for salary placement and advancement with prior approval by the board. Supporting records or transcripts verifying post graduate units which are to apply toward salary advancement must be filed with the School Office no later than September 15th of the applicable year. If by September 15th, official records or transcripts verifying units of study have not been submitted, official notices in the form of a grade card or letter from the college or university will be temporarily accepted. The staff member shall provide the official transcript or affidavit to the District as soon as it becomes available. Responsibility for providing all records relating to college credit, and credentials rests with the individual.

Credit may be allowed for certificated service in public schools or accredited private schools. In order for the services to be counted as one (1) year, the certificated employee must have actually taught at least 75% during that year. No credit is given for less than one full year. Credit for substitute teaching will not be given.

The employee shall be allowed all earned increments and transferred to the proper step of the new class only at the beginning of each school year.

Approved 5/16/2019

APPENDIX 'B'



MT BALDY
JOINT SCHOOL DISTRICT

CERTIFICATED EVALUATION

INTERIM Date:
 FINAL Date:

Evaluatee:

Status: Probationary Permanent
Peer Assistance and Review (PAR) Program Yes No
Evaluator:

CSTP I - Engaging and Supporting All Students in Learning		Rating	U = Unsatisfactory NI = Needs Improvement P = Proficient D = Distinguished
1.1	Using knowledge of students to engage them in learning		Commendations/Recommendations/Evidence
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests		
1.3	Connecting subject matter to meaningful, real-life contexts		
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs		
1.5	Promoting critical thinking through inquiry, problem solving and reflection		
1.6	Monitoring student learning and adjusting instruction while teaching		

INTERIM
 FINAL

Date:
Date:

MT BALDY JOINT SCHOOL DISTRICT

CERTIFICATED EVALUATION

APPENDIX 'B'

Evaluates:

CSTP 2 – Creating and Maintaining Effective Environments For Student Learning	Rating	Commendations/Recommendations/Evidence
<p>2.1 Promoting social development and responsibility within a caring community where each student treated fairly and respectfully</p> <p>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</p> <p>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>2.4 Creating a rigorous learning environment with high expectations and appropriate support of all students</p> <p>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7 Using instructional time to optimize learning</p>		Commendations/Recommendations/Evidence
<p>CSTP 3 – Understanding and Organizing Subject Matter for Student Learning</p> <p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4 Utilizing instructional strategies that are appropriate to subject matter</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	Rating	Commendations/Recommendations/Evidence

APPENDIX 'B'

CSTP 4 – Planning Instruction and Designing Learning Experiences for All Students	Rating	Commendations/Recommendations/Evidence
<p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>		
CSTP 5 – Assessing Student Learning	Rating	Commendations/Recommendations/Evidence
<p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with student and their families</p>		

MT BALDY JOINT SCHOOL DISTRICT

CERTIFICATED EVALUATION

INTERIM Date(s):

APPENDIX 'B'

Evaluatee

CSTR 6 – Developing as a Professional Educator	Rating	Commendations/Recommendations/Evidence
6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Maintaining professional responsibility to maintain motivation and commitment to all students 6.7 Demonstrating professional responsibility, integrity, and ethical conduct		

Additional Comments/Evaluatee	Additional Comments/Evaluator
Additional Pages May Be Used	

The teacher may attach a written statement to the completed Evaluation form within 10 working days.

Date	Date
Evaluatee Signature	Evaluator Signature

This signature indicates that this evaluation has been received and discussed

Mt. Baldy School | 2020-2021 SCHOOL CALENDAR

- 4 Independence Day
- ** All Thursdays are Minimum Days for students with school dismissal at 1:05 p.m.

JULY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 4 Return from Winter Break
- 14 Board Meeting
- 18 M.L. King Day
- School Days: 19

- 13 Board Meeting
- 17-19 Staff Development
- 20 First day for Students/Min Day
- Trimester 1 Begins
- 21 Student Minimum Day
- 27 Back to School Night
- School Days: 8

AUGUST '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

- 8 Lincoln's Birthday (Holiday/No School)
- 15 Presidents' Day (Holiday/No School)
- 18 Board Meeting
- School Days: 18

- 7 Labor Day
- 10 Board Meeting
- School Days: 21

SEPTEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 11 Board Meeting
- 12 Staff Development (Pupil Free Day-No School)
- Trimester 2 Ends (55 Days)
- 15 Trimester 3 Begins
- 19 Report Cards Go Home
- School Days: 22

- 2 Staff Development (Pupil Free Day- No School)
- 8 Board Meeting
- 12-16 Parent-Teacher Conferences (Min Days)
- School Days: 21

OCTOBER '20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 2 Student Minimum Day April 5-9 Spring Break
- 15 Board Meeting
- 30 Snow/Emergency Day
- School Days: 16

- 11 Veterans Day (Holiday)
- 12 Board Meeting
- 20 Thanksgiving Feast (Min Day)
- 23-27 Thanksgiving Break
- School Days: 15

NOVEMBER '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- State Testing 3-14
- 14 Snow/Emergency Day
- 17-21 JHS End of Year Trip
- 20 Board Meeting
- 28 Family Day (Min Day)
- 31 Memorial Day (Holiday)
- School Days: 19

- 4 Trimester 1 Ends (68 Days)
- 7 Trimester 2 Begins
- 10 Board Meeting
- 11 Report Cards Go Home
- December 18- January 1 (Winter Break)
- School Days: 13

DECEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE '21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 9 8th Grade Commencement
- 10 Last Day of School/Report Cards Go Home
- Trimester 3 Ends (56 Days)
- 15 Board Meeting
- 22 Board Meeting
- School Days: 8

APPENDIX 'D'

MEMORANDUM OF UNDERSTANDING
March 31, 2010
Mt. Baldy Teachers Association and the
Mt. Baldy School District

Existing Job Share

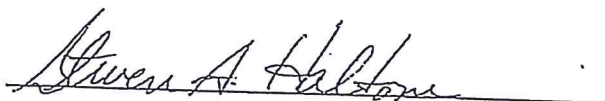
The parties acknowledge that a current Kindergarten job share exists filled with a 50% permanent unit member and a 50% temporary unit member.

In the event that one or more of the job share partners do not wish to continue or if the district were to determine that the Kindergarten job share is no longer appropriate the following rights would exist for the job share unit members:

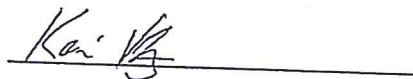
The permanent 50% unit member would have the right to a 50% assignment in an area that she is qualified to teach. She would also have the right to apply for any posted vacant position within the district, and will be given first consideration over outside candidates.

The temporary 50% unit member would have the right to apply for any posted vacant position within the district for which she is qualified.

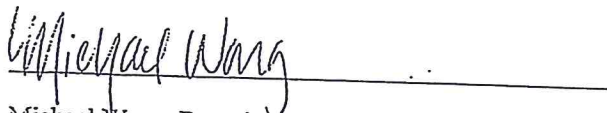
This MOU stays in effect until the existing conditions change.



Steve Haltom, President
President, Mt. Baldy Teachers Association



Dr. Kevin Vaughn
Superintendent/Principal
Mt. Baldy School District



Michael Wong, Bargaining Chair
Bargaining Chair, Mt. Baldy Teachers Association

APPENDIX 'E'

GRIEVANCE FORMS (PAGE 1 OF 3)

Mt. Baldy School District

Formal Written Grievance

To: _____ Date Filed: _____

1) Name of Grievant: _____

2) Assignment: _____

3) Date(s) of Informal Conference with Immediate Supervisor: _____

4) **Description of Alleged Contract Violation**

Contract Article and Section Violated: _____

Date and Time of Violation: _____

Statement of Circumstances: _____

Adverse Effect on Grievant: _____

5) Description of the Decision Rendered at Informal Conference: _____

6) Specific Remedy Sought by Grievant: _____

7) Signature of Grievant: _____

Distribution: Grievant
Immediate Supervisor

Date Received: _____

Date Received: _____

GRIEVANCE FORMS (PAGE 2 OF 3)

Mt. Baldy School District

Response to Formal Written Grievance

To: _____ Date Filed: _____
Grievant

Assignment: _____

1) Date Formal Written Grievance Form was Filed: _____

2) Date(s) of Informal Conference with Grievant: _____

3) Contract Article and Section Alleged to have been Violated: _____

4) Statement of Circumstances: _____

5) Effect on Grievant: _____

6) Remedy Offered to Grievant/ Other Decision: _____

7) Submitted by: _____
Signed (Superintendent/Principal)

8) Received by: _____ Date: _____
Signed (Grievant)

Distribution: Superintendent/Principal Date Received: _____
Grievant Date Received: _____

GRIEVANCE FORMS (PAGE 3 OF 3)

Mt. Baldy School District

Appeal for

Further Consideration of Grievance

To: Superintendent Date Filed: _____

1) Name of Grievant: _____

2) Assignment: _____

3) Date(s) of Informal Conference with Immediate Supervisor:

4) Date Formal Written Grievance was Filed: _____

5) Date Response to Formal Written Grievance was Filed: _____

6) Contract Article and Section Alleged to have been Violated:

7) Reason(s) for Appeal: _____

Signed: _____
Grievant

Distribution: Superintendent
Grievant

Date Received: _____
Date Received: _____

APPENDIX 'F'

VESTING REQUIREMENTS MOU

MEMORANDUM OF UNDERSTANDING

June 3, 2010

Mt. Baldy Teachers Association and the
Mt. Baldy School District

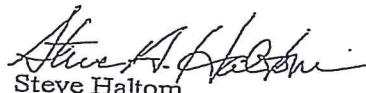
This unilateral agreement made and entered into this day June 3, 2010 by and between the parties: Mt Baldy Joint School District and Mt Baldy Teachers Association.

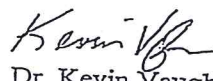
Effective on the day of ratification, any bargaining unit member who has been employed fifty years or more of credited service with the Mt Baldy Joint School District shall be entitled upon retirement to the minimum health employer contribution set by the Public Employees' Medical and Hospital Care Act (PEMHCA).

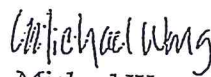
The above eligibility requirement of fifty years service is not applicable to any retiree who retired before the effective date of this memorandum of understanding. All members who have retired before the effective date of this memorandum are eligible for the minimum health employer contribution.

Nothing in this memorandum of understanding requires a change to Mt Baldy Joint School District's health benefits contribution to active employees as defined in the Tentative Agreement between the Mt Baldy Joint School District and Mt Baldy Teachers Association, dated November 10, 2010, which is attached hereto.

This memorandum of understanding shall apply only if the Mt Baldy Joint School District elects to participate in the CALPERS insurance program and if the CALPERS program continues to mandate vesting requirements herein.


Steve Haltom
President,
Mt Baldy Teacher's Association .


Dr. Kevin Vaughn
Superintendent/Principal
Mt Baldy School District


Michael Wong
Bargaining Chair,
Mt Baldy Teacher's Association

TENTATIVE AGREEMENT

MT. BALDY JOINT SCHOOL DISTRICT AND
MT. BALDY TEACHERS ASSOCIATION - MBTA/CTA/NEA

2019-20 and 2020-2021 School Years
May 21, 2020

1. (Appendix 'C' – School Calendar) Jointly negotiated calendar for 2020-2021 as approved by the Governing Board on March 23, 2020.

2. (Article 3 - Term)

A. The term of the agreement between the Mt. Baldy Joint School District and the Mt. Baldy Teachers Association (MBTA) will be in effect from July 1, 2019 to June 30, 2021.

B. As soon as the public notice requirements have been fulfilled by the Association and the District, the parties to this agreement will schedule mutually agreeable times, places, and dates to meet and negotiate up to two (2) reopeners for each side as specified under the provisions of this Article for the 2021-2022 school year. It is understood by both parties that Salary, Health and Welfare Benefits and School Calendar are automatic reopeners.

4. (Article 13 – Teacher Compensation)

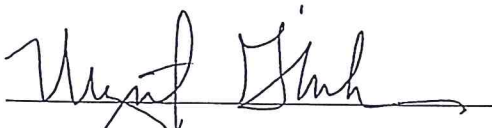
A. The 2019-2020 salary schedule will remain in effect for the 2020-2021 school year as attached in Appendix 'A'. Discussions regarding teacher compensation will continue as student enrollment increases.

B. For the 2019-2020 school year, the Mt. Baldy Joint School District and the Mt. Baldy Teachers Association (MBTA) agree to a one-time offer of an off-schedule, two percent (2.0 %) bonus based upon each teacher's placement on the 2019-2020 salary schedule payable in the final paycheck in July, 2020. Teachers working less than full time will have their bonus prorated based upon the percent of their contract.

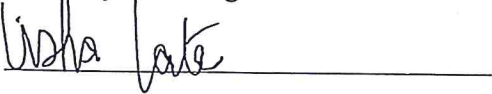
5. (Article 14 – Health and Welfare Benefits)

A. For the 2020-2021 school year, the District will continue to provide health plans (medical and dental) for eligible employees and dependents.

B. For the 2020-2021 school year, the medical/health insurance cap will remain at \$10,000 for full time teachers.



Margaret Glick, President
Mt. Baldy Governing Board



Tisha Cate, President
Mt. Baldy Teachers Association (MBTA)



Nancy Sirski
Superintendent/ Principal