

Agreement Between

Mare Island Technology Academy

And

**Mare Island Technology Academy
Education Association, CTA/NEA
(Certificated)**

July 1, 2014

To

June 30, 2017

Adopted: [DATE]

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ARTICLE 1 – AGREEMENT

- 1.1 This Collective Bargaining Agreement (hereafter referred to as “Agreement”) constitutes a bilateral and binding agreement by and between Mare Island Technology Academy (hereafter referred to as the “Employer” or “MIT”) and Mare Island Technology Academy Education Association affiliated with CTA/NEA (hereafter referred to as “Union/Association” or “MITAEA”). This Agreement shall expire on June 30, 2017.
- 1.2 Each year under the Agreement, salary and health benefits, as well as two (2) articles per party, may be reopened for negotiations by the parties. Further, the parties may enter into memoranda of understandings and/or side letters at any time.
- 1.3 The term “Agreement” as used herein means the written Agreement provided under Section 3540.1(h) of the Government Code.
- 1.4 “Titles” listed in this Agreement are for clarification only and are not integral to this Agreement.

ARTICLE 2 – RECOGNITION

- 2.1 MIT hereby recognizes the Union/Association as exclusive representation pursuant to the Educational Employment Relations Act (Government Code Section 3540, et seq.) for a collective bargaining unit consisting of all certificated staff, including teachers and teaching staff hired with regard to noncore, non-college preparatory courses, as well as coaches, coordinators and teachers on special assignment at MIT.
- 2.2 The terms and provision of this Agreement shall be applied and interpreted in a manner consistent with the Educational Employment Relations Act (“EERA”).

ARTICLE 3 – UNION/ASSOCIATION RIGHTS

3.1. Use of School Facilities and Equipment

- 3.1.1 Equipment as used herein shall include computers, printer, copier, phones, faxes, and all types of audio-visual equipment when such equipment is not otherwise in use.
- 3.1.2 Representatives of the Union/Association shall have the right to use School equipment and facilities at reasonable hours solely for purposes sanctioned by the EERA and shall be subject to reasonable rules and regulations of MIT, including the limitations set forth below in this Article.
- 3.1.3 An authorized Union/Association representative will obtain permission from the Director or designee regarding the specific time, place and type of activity to be conducted.
- 3.1.4 The Director or designee can verify that such requested activities and use of equipment and/or facilities will not interfere with School programs and/or the duties of unit members, and such equipment and facilities are not otherwise in use.
- 3.1.5 As to any damage or unusual wear incurred during the use of such equipment and facilities by the Representatives of the Union/Association, the Union/Association agrees to pay for actual costs of repair and replacement.
- 3.1.6 The Union/Association shall replace or be responsible for the cost of any supplies or materials used in connection with such equipment.
- 3.1.7 The Union/Association may use bulletin board spaces as designated by the Director or designee and subject to the following conditions:
 - a. All postings shall contain the date of posting and identification.
 - b. A copy of each posting shall be delivered to the Director's or designee's mailbox at the same time as the posting.
 - c. Posted information will not be defamatory of MIT.
 - d. The bulletin board space designated shall be identified with the Union/Association's name.
 - e. The site representative or other authorized Union/Association Representative shall have the responsibility of posting materials on the bulletin board and keeping such notices timely.

- 3.1.8 The Union/Association shall be entitled to place material in the mailboxes of unit members. Such material will be accurately identified by the Union/Association and approved by the Union/Association President or designee. Placement shall be made by the site representative or other authorized Union/Association representative. Copies of all general mailing shall be mailed to the Director or designee at the same time the materials are placed in the unit member's mailbox.
- 3.1.9 Unit members or Union/Association officials will conduct all Union/Association business during scheduled lunch periods and scheduled breaks, and at such other times that do not interfere with the instructional program or unit member's assigned duties.
- 3.1.10 Upon reasonable advance request, names, addresses and telephone numbers of all MIT unit members shall be provided, without cost to the Union/Association, to the extent permitted by law and the desires of the unit member.
- 3.1.11 Upon reasonable advance request, the Director or designee will be available to meet with representatives of the Union/Association on at least a quarterly basis, at a mutually agreeable time that does not interfere with the regular school program. The Union/Association shall provide the Director or designee in advance with an agenda of items it wishes to discuss. The Director or designee may also add to the agenda.
- 3.1.12 The Union/Association representative(s) shall receive up to a total of six (6) days leave, during each school year, to attend conferences sponsored by the Union/Association, away from school premises. The Union/Association is to pay the cost of a substitute. The leave shall not interfere with the instructional program.
- 3.1.13 A member of the Union/Association has the right to have a representative in attendance at disciplinary and investigative meetings whenever the unit member reasonably believes such a meeting may result in disciplinary action, provided, however, that obtaining a representative does not unreasonably delay any such meeting.

ARTICLE 4 – PROFESSIONAL FEES AND PAYROLL DEDUCTIONS

4.1 Dues Deducted Rates

Any Unit Member who is a member of the Union/Association, or who has applied for membership, may sign and deliver to MIT an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Union/Association. Pursuant to such authorization, MIT will deduct annual dues divided by 10 months (1/10) of such dues from the regular salary check of the unit member every payroll period (once per month) excluding July and August of each year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

4.2 Mandatory Agency Fee Deductions for MITAEA Members

Any unit member who is not a member of the Union/Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of the commencement of assigned duties within the bargaining unit, shall become a member of the Union/Association or pay the Union/Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Union/Association, in one lump sum cash payment in the same manner as provided in Paragraph 4.1 of this Article. In the event that a unit member shall not pay such fee directly to the Union/Association, or authorize payment through payroll deduction as provided in Paragraph 4.1, the Union/Association shall so inform MIT and MIT shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph 4.1 of this Article. There shall be no charge to the Union/Association for such mandatory agency fee deductions.

4.3 Exceptions

4.3.1 Religious Objection

Any unit member who (a) belongs to a church whose traditional tenets or teachings include opposition to support of unions; (b) have a sincere religious belief opposed to support of unions, whether or not they belong to any particular church; or (c) have a sincere religious belief opposed to a particular ideological stance of activity of either the local union or its parent affiliates, shall not be required to join or financially support the Union/Association as a condition of employment. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

4.3.2 Verification of Religious Objection

Proof of payment and a written statement of objection to joining or financially supporting employee organizations, pursuant to Paragraph 4.3.1 above, shall be made on an annual basis to MIT as a condition of continued exemption from the provisions of Article 4.1 and 4.2. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be presented on or before September 1 of each school year. The Union/Association shall have the right of inspection in order to review said proof of payment.

4.4 Remittance of Funds to CTA

MIT agrees to promptly remit all sums deducted pursuant to Article 4.3.1 and 4.3.2 above to the California Teachers Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union/Association, and indicating any changes in personnel from the list previously furnished.

4.5 Necessary Information

The Union/Association agrees to furnish any information needed by MIT to fulfill the provisions of this Article.

4.6 Salary Deductions

Upon appropriate written authorization from the employee, MIT will deduct from the salary of any employee and make appropriate remittance for annuities, credit union, insurance and saving bonds. The Union/Association and MIT shall jointly approve deductions for any other plans or programs.

4.7 Dues Check-off

Authorizations in effect on the date of the signing of this Agreement shall remain in effect but shall be subject to the conditions set forth in this Article.

4.8 Deductions of Dues or Service Fee

Deductions of dues or service fees under this Article shall be pursuant to the schedule submitted by the Union/Association, for employees who execute a form currently in use or any other mutually agreed upon form.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 Grievance

A “grievance” is an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.

5.1.2 Grievant

A “grievant” is any unit member directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, or the Union/Association grieving Recognition, Union/Association Rights, Dues and Agency Fees, and Grievance Procedure on behalf of two (2) or more specifically named grievants who have the same dispute in terms of issues and facts. Grievances of the Union/Association shall commence at Level III.

5.1.3 Group Grievance

A “group grievance” is a grievance as defined above which is signed by two (2) or more unit members who allege the same dispute in terms of issues and facts.

5.1.4 Day

A “day” is any day in which the grievant is regularly scheduled to work.

5.1.5 Immediate Supervisor

The “immediate supervisor” is the lowest level administrator who has been designated to adjust a grievance and who has immediate jurisdiction over the grievant.

5.2 Informal Procedure, Level I

5.2.1 Prior to initiating a formal written grievance, the potential grievant shall meet with his/her immediate supervisor and may have a union representative present while attempting to resolve the potential grievance informally.

5.3 Formal Grievance Procedure – Level II

5.3.1 Initiation of Formal Grievance

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated by the grievant.

5.3.2 Formal Written Grievance

The formal written grievance shall be filed on the Level II Form (**Appendix A**) and shall specify the contract provision allegedly violated, in addition to the adverse affect on the grievant.

5.3.3 Time Period

Within fifteen (15) days after the grievant knew or should reasonably have known of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the Director or designee.

5.3.4 Grievant Representation

The formal grievance shall be a clear, concise statement of the grievance, the circumstances involved, the specific section of this Agreement believed to be violated, misinterpreted, or misapplied, and the remedy sought. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.

5.3.5 Director or Designee Investigation

The Director or designee shall investigate a grievance and provide his/her decision as soon as possible but no later then ten (10) days after receiving the grievance. If the Director or designee does not respond within the time limits, the grievant may appeal to the next level.

5.3.6 Personal Conference

Within the above time limits, either party may request a personal conference with the other party.

5.4 Appeal Procedure, Level III Grievance

5.4.1 Appeal Form and Time Limits

If the grievant is not satisfied with the decision rendered at Level II, the grievant may within five (5) days of the receipt of the decision at Level II, appeal the decision on the Appeal form to the MIT Board of Directors (**Appendix B**). This appeal shall include a copy of the original grievance and Level II response, a clear, concise statement of reasons for appeal and the specific remedy sought which shall be the same as requested at Level II. The MIT Board of Directors shall render a decision within fifteen (15) days of the Level III submission.

5.4.2 Grievant Representation

Within the above time limits, either party may request a conference with the other party. The grievant shall have the right to have a representative present at any meeting the grievant may have with administration.

5.5 Arbitration Procedure

5.5.1 Time Limit

If the grievant is not satisfied with the decision at Level III, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union/Association for arbitration of the dispute. Within ten (10) days of the grievant's receipt of the decision, at Level III, the Union/Association shall submit written notice to the MIT Board of Directors of its intent to arbitrate.

5.5.2 Selection of the Arbitrator

The Union/Association and MIT shall attempt to agree upon the arbitrator. If no agreement can be reached, the parties shall request that the State Conciliation Services supply a panel of five (5) names of persons experienced in hearing grievances in public schools, and if possible with charter schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

5.5.3 Costs of Arbitration

The fees and expenses of the arbitrator and the hearing shall be born equally by MIT and the Union/Association. All other expenses shall be born by the party incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting the same. If however, one of the parties declines to share the expenses of a court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party for one-half (1/2) of the cost of the court reporter's services and expenses.

5.5.4 Submission Agreement

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the responses thereto at each step.

5.5.5 Arbitrability

The Union/Association agrees that should arbitration be held to determine arbitrability, a different arbitrator shall, if either party so requests, be selected to hear the merits of the issue. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.

5.5.6 Findings and Awards

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and awards stating his/her conclusion and the reasons therefore.

5.5.7 Limits of Arbitrator Authority

MIT and the Union/Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions of the arbitrator expressed will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires MIT or the administration to do an act prohibited by law.

5.5.8 Grievance Beyond Level III

The processing of grievances beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. This language should not be read so as to preclude the enforcement of an award as set forth by law.

5.5.9 Nature of Award

The award of the arbitrator in grievances shall be binding on all parties covered by this Agreement

5.6 Miscellaneous

5.6.1 Time Limit Requirements

Upon request and written mutual agreement the time limits may be extended. Failure by the grievant to meet any time limit as specified herein for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for the particular grievance. Upon MIT's failure to meet any

time limit as specified herein for each level of the grievance procedure, the grievant may appeal to the next level.

5.6.2 Witness Release Without Loss of Pay

When it is necessary for a grievant's designated representative to attend a grievance meeting with management, or necessary for witnesses to attend an arbitration hearing, then upon twenty-four (24) hour notice to the School's representative, such employee representative or witness will be released without loss of pay in order to permit participation in such meeting.

5.6.3 Unit Member Representative

Any unit member may be accompanied at all steps of this procedure by a representative of his/her choosing.

5.6.4 Grievance Adjustment Without Union/Association Intervention

Any unit member may at any time present grievances to the Director or designee and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided, that MIT shall not agree to a resolution of the grievance until the Union/Association has received a copy of the resolution and has had an opportunity to file a response.

ARTICLE 6 – CLASS SIZE

- 6.1 It is agreed that the School shall hold as a primary goal the following class size maximums:

Grade Level	Maximum Class Size
6-8:	28/ P.E. 37
9-12:	28/P.E. 37

Should class sizes not be in alignment with the above goals, MITAEA and the Director or designee shall meet to establish a plan to remediate the overage.

Unit members whose instructional class (excluding Advisory and Response to Intervention) size exceeds 28 (or 37 where applicable) students shall be compensated at an overage rate of \$1.00 per student per period per day.

MITAEA and the Director or designee shall meet prior to the commencement of each school year to confirm the overage rate. In the event any aspect of the overage calculation fluctuates, the parties agree to negotiate necessary changes to the calculation.

- 6.2 Within ten (10) working days of the beginning of the first and second semester, the Director or designee and MITAEA shall conduct a review of class size for purposes of balancing. Subsequent to the ten (10) working day period of review for class size balancing, the affected unit member shall be compensated as per 6.1. After the review of classroom enrollment and the particular needs of 504 students, special education students or ELL students, the Director or designee and MITAEA and the teacher will meet to discuss the impact and resources available to the unit member.
- 6.3 The School shall aim to hold class size maximums to twenty (20) students for workshop and other remediation classes.

ARTICLE 7 – EMPLOYMENT STATUS

- 7.1 **Non-Discrimination:** Neither MIT nor the Union/Association shall discriminate against any unit member on the basis of age, race, creed, color, national origin, or ethnicity, gender, marital status, sexual orientation, and handicap or on any other basis that is prohibited by law.
- 7.2 **Administration of Agreement:** The parties shall make every reasonable effort to administer this Agreement in a consistent manner. MIT shall make every reasonable effort to administer work rules promulgated under this Agreement in a consistent manner with respect to the bargaining unit members.
- 7.3 **Employment Rights:** During the initial first three (3) consecutive years of employment with MIT, all employment at MIT is on a probationary, year-to-year fixed term basis. During this probationary term, the employee may be released from employment without cause if the employee is provided severance in the amount of one month's salary. Annual non-renewal of employment during the first three (3) years of employment will be on an at-will basis. Notice of such non-renewal shall be provided by no later than March 31. This means either party may terminate employment at the end of a contract year without advance notice or cause. Should an employee be offered an employment contract for the fourth consecutive year of employment with MIT, the contract shall be a fixed-term contract, but termination during the term of employment may only be for cause as defined herein. Non-renewal of such for cause contracts (for the fourth consecutive year and thereafter) may only occur if the employee's annual evaluation is unsatisfactory and notice of non-renewal is provided by May 15 of that school year. Total years of service to MIT of current unit members shall be considered when determining employment rights.
- 7.4 **Progressive Discipline**

Absent serious misconduct, MIT shall utilize a discipline process which shall include the following progression as applicable: verbal warning; written reprimand; suspension without pay; and termination. In determining the appropriate level of disciplinary action, the Director or designee shall consider the nature of the unit member's prior misconduct, prior disciplinary action taken against the unit member, and the unit member's response to the disciplinary action.

7.4.1 Verbal Warning

A verbal warning may result in a post-conference summary memorandum. The unit member has the right to write a response which shall be attached to the memorandum.

7.4.2 Written Reprimand

Unless conduct warrants a reprimand in the first instance, a written reprimand shall not be used unless the unit member has been verbally warned about similar actions. The unit member shall sign the reprimand to acknowledge receipt and a copy shall be placed in a unit member's personnel file. The unit member has the right to have a response which shall be attached to the reprimand and retained in the file.

7.4.3 Suspension Without Pay

Suspension may be without pay but shall not reduce or deprive the unit member of seniority or any other benefits. No unit member shall receive more than one (1) penalty for any single action or infraction. Any suspension shall not exceed fifteen (15) work days. Generally, suspension may not be used unless the unit member has received a written reprimand about similar actions, unless the basis for the suspension constitutes serious misconduct.

7.4.4 Administrative Leave with Pay

The Director or designee, at his or her discretion, may place any unit member on administrative leave with pay for the purpose of investigating charges or complaints against such unit member. Full benefits and seniority status shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

7.5 **Procedures for a For Cause Release:**

General Provisions

The following independently or collectively are causes for discipline:

- Discourteous or disrespectful treatment of others, including parents or staff;
- Dishonesty, including any falsifying of employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Unauthorized use of School equipment, time, materials, or facilities;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- Conviction of any felony or crime of moral turpitude;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Director or designee or Assistant Director or designee;
- Absence without leave, repeated tardiness or abuse of leave privileges;
- Unprofessional conduct as outlined in applicable case law;
- Unsatisfactory performance;

- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;
- Engaging in conduct which constitutes a material conflict of interest;
- Committing of or involvement in any act of unlawful harassment of another individual;
- Failure to maintain appropriate credential(s) required for the position;
- Failure of good conduct either during or outside duty hours tending to injure the public service; and
- Abandonment of position.

For Cause Suspension or Dismissal Process

Suspension or dismissal shall be initiated in writing by the Director or designee of MIT by providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Association President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Director or designee and the employee, this deadline is extended. Following this period, the Director or designee may provide Notice of Discipline to be served upon the unit member in person or by certified mail.

If the unit member wishes to appeal the imposition of disciplinary action to the Board of MIT, the appeal must be filed with the office of the Director or designee within five (5) work days from the time the Notice of Discipline is served on the employee. The appeal must be made in writing and delivered to the office of the Director or designee. The employee shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the employee chooses to be accompanied by legal counsel or a Union/Association representative at such meeting, the employee shall bear any cost therein involved. The employee shall be provided a written decision setting forth the decision of the Board.

During the pendency of any disciplinary proceedings, the Board reserves the right to place the employee on paid administrative leave status.

Reference to or Reliance upon the Education Code

The parties expressly agree that the Education Code provisions for certificated discipline (suspension or dismissal) and interpreting case law do not apply to MIT.

- 7.6 **Use of Classroom Materials:** Unit members are expected to act as professionals with respect to the delivering of the instructional program within their assigned position. Therefore, a unit member shall not be adversely affected with respect to their selection of materials, methods and pedagogy provided that such are relevant to and consistent with the MIT educational program, age and grade level. To avoid disputes concerning such matters, unit members, shall discuss their selection of materials with their curriculum coordinator prior to introducing same into the classroom.
- 7.7 **Academic Freedom:** A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to and consistent with MIT approved course content and appropriate to the age and grade level and within the scope of the law.

ARTICLE 8 – PROFESSIONAL DAY/ HOURS AND ADJUNCT DUTIES

Unit members recognize that their responsibilities require that they be available for student and/or parent consultation, as well as for other professional activities and responsibilities, which may include but are not limited to activities and events that promote family and community engagement in the school within limitation, and which may occasionally take place outside the normal school workday as specified below.

8.1 Hours and Adjunct Duties

- 8.1.1 The standard workday for unit members shall not exceed eight (8) hours, inclusive of a forty (40) minute duty-free lunch period. The Director or designee reserves the right to schedule the eight (8) hour workday as much as fifteen (15) minutes before and after the pupil instructional day. With advance approval from the Director or designee, unit members may leave at the end of the instructional day in cases of compelling circumstances. The Director or designee, with consultation with the Union/Association, shall make a good faith effort to develop schedules so that teachers are provided a rest period approximately mid-morning and mid-afternoon. In the event the Director or designee is unable to develop a schedule to provide a rest period, the Director or designee will make accommodations to provide a rest period. However, this shall not be construed to require the Director or designee to reduce instructional time nor to prevent implementing a change in the total daily instructional minutes. The Director or designee may use the Union/Association as a resource in his/her efforts to develop a school site schedule to include rest periods and maintain the annualized instructional minutes.
- 8.1.2 Unit members are responsible for participation in Back-to-School Night, necessary 504/IEP meetings, Promotion/Graduation Ceremonies, and curriculum nights. All other activities and student performances are subject to voluntary attendance and participation.
- 8.1.3 Each Unit member will have three (3) preparation periods weekly: two (2) preparation periods of eighty-five (85) minutes, and one (1) preparation period of forty (40) minutes.
- 8.1.4 In order to increase planning time for unit members, MIT shall implement the following:
- Teachers shall only be required to return to work five (5) days prior to the start of the school year (as opposed to six [6]) for professional development and the additional/6th day shall be added to each school year in mid-October as a planning day.
 - In order to increase planning time for PLCs/Collaboration, instructional time will have a late start every 1st Friday of the month (for nine [9] months

instruction begins at 9:19 a.m., although teachers still work 8am - 4pm) which shall remove each EB-RTI and the ED-RTI, thereby freeing up seventy-five (75) minutes for teacher collaborative lesson planning, common assessment development, etc.

- Lunch will be provided for students on Minimum days. MIT shall add one (1) forty (40) minute lunch that both schools would share. School ends at 2:12 p.m. During inclement weather, arrangements will be made to compensate staff for providing classroom supervision for students having lunch.
- Two (2) minutes shall be added to 1st/2nd period (1st period on Minimum Day in order to gain back some lost instructional time due to daily announcements.

ARTICLE 9 – EVALUATION PROCEDURE

9.1 Purpose/Definitions

9.1.1 Evaluation

The primary purpose of evaluation is the improvement of the competence of all unit members and thereby, the improvement of the quality of education for all students of MIT. The evaluation process shall apply to all unit members uniformly. The intent of the evaluation process is to develop a formative process by which the unit member may improve his/her teaching methodology and practices in a positive environment. The establishment of any required assistance or other remediation plans under this procedure will not alter any rights of the employer under Article 7 of this Agreement.

9.1.2 Extension of Timelines

If any of the activities called for under this Article are impracticable because of the illness or absence of the unit member or administrator, timelines set forth in this Article shall be extended to an equal number of days as the absence or illness.

9.1.3 Days

For the purpose of this article, “days” means workdays unless otherwise stated.

9.2 Frequency of Evaluation

Evaluation and assessment of the performance of all unit members shall be made on a continuing basis.

9.2.1 A formal written evaluation summary shall be made once each school year for unit members during their first four (4) years of employment. Commencing with the fourth (4th) year of employment, a formal written evaluation summary shall be made at least every other school year for unit members. However, a yearly evaluation summary shall occur for unit members who are performing unsatisfactorily or who are intern-credentialed.

9.2.2 Post-probationary teachers who receive two (2) or more consecutive evaluations of Meets or Exceeds Standards may be evaluated using the Alternative Evaluation Form for Post-Probationary Certificated Employees.

9.3 Components of Evaluation Process and Areas of Evaluation

The purpose of goal setting, observation and evaluation is the improvement of the instructional program at MIT. MIT encourages teachers to reflect on their classroom practice, set realistic goals for the year and collaborate with colleagues and

administrators to design engaging and challenging activities for students. This should be consistent with MIT's goal for an ideal classroom environment as follows:

1. Respectful students on the edge of their seats excited about learning every day
2. Challenging classroom activities differentiated to accommodate all students
3. Engaged students actively participating in a relevant curriculum
4. Personalized environment pushing kids to reach potential and succeed in life after MIT
5. Students acquiring rich information, thinking critically, making meaning from content and demonstrating their learning in authentic ways
6. Students well prepared to participate in a democratic society

As a charter school, MIT must continuously strive to create the type of classroom environment described above by incorporating project-based, technology infused learning experiences.

Goal Setting

MIT's expectation is that teachers will set goals that connect classroom teaching strategies and student learning, with an emphasis on improvement of instructional practice. Teachers will develop three (3) goals from three (3) standards of the *California Standards for the Teaching Profession* as follows:

- Standard One – Engaging and Supporting all Students in Learning
- Standard Two – Creating and Maintaining Effective Environments for Student Learning
- Standard Three – Understanding and Organizing Subject Matter for Student Learning
- Standard Four – Planning Instruction and Designing Learning Experiences for all Students
- Standard Five – Assessing Student Learning
- Standard Six – Developing as a Professional Educator

MIT will schedule goal setting meetings for each teacher so that such goals can be discussed and finalized for the upcoming school year.

Teacher goals should address each of three (3) standards by identifying clear objectives, a plan of action and the evidence used to measure attainment of the goals. The following format shall be used to develop goals for goal setting meetings.

California Teaching Standard Identified:

Objectives: In terms of student learning.

Plan of Action: What specifically will you do to accomplish these objectives?

Evaluation Tool(s): How will you determine if you have accomplished your goals?

Observations

Classroom observations may be informal and formal. Informal observations are generally unannounced, drop-ins lasting a minimum of five (5) minutes. Observation used in a final evaluation will always include written feedback to the teacher.

Formal observations will be scheduled between the teacher and administrator, and in the event the observation is negative, the unit member may request a second informal observation.

These observations will have three (3) parts:

1. A pre-conference prior to the formal observation to prepare the evaluator for the lesson to be observed;
2. The formal observation of thirty (30) minutes or more; and
3. A follow up post-conference to discuss the observation and reflect on what strategies/lesson activities worked and what might be improved.

Summative Evaluation

Probationary teachers who are formally observed will also receive a summative evaluation by March 15. Fixed term teachers shall receive a summative evaluation by May 31. An evaluation conference will be scheduled with the teacher to discuss the school year and present the summative document.

9.4 Notification

9.4.1 General Rules, October 1

Unit Members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and shall be notified by the site administrator or designee no later than October 1 of the year in which the evaluation is to take place.

9.4.2 New Unit Members

Unit Members who begin work after October 1, but before twenty-five (25) percent of the work year has expired, will receive materials pursuant to 8.4.1 within ten (10) days of their contract.

9.4.3 Notification of Unit Members

Unit Members who are ill or otherwise unavailable to be notified pursuant to 8.4.1 shall receive written notice sent by certified mail and postmarked on or before October 1 of the year in which they are to be evaluated.

9.5 Modification of Objectives and Standards

During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The evaluator and/or the unit member may initiate discussion and propose a change of these objectives and standards and by mutual agreement modify the professional growth plan.

9.6 Correcting Deficiencies

In the case of negative observation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include specific recommendations for improvement. It may also include direct assistance to implement such recommendations; provisions of additional resources to assist with improvement such as, lead teacher, coach, MIT professional development in-service and other techniques to measure improvement; time shall be scheduled to monitor progress.

9.7 Unit Member Participation

Unit members shall not evaluate nor conduct formal evaluations of other unit members. Teachers may observe and assist other unit members for the purpose of supporting the professional development of other teachers. Unit member involvement in the Instructional Improvement Program in this Article shall not constitute either management or supervisory functions.

9.8 Instructional Improvement Program

9.8.1 Procedures

A teacher shall be required to participate in an improvement program if he/she has been observed as unsatisfactory or in need of improvement, through either the formal observation or final formal evaluation process. In the event an employee receives an unsatisfactory rating in a key element in the California Standards for the Teaching Profession (1 through 4), he/she shall participate in an Instructional Improvement Program.

9.8.2 Conditions of the Instructional Improvement Program

1. No teacher shall be required to participate in an improvement program unless each of the following conditions have been met:

- a. The teacher has been observed as being unsatisfactory or needs improvement during the evaluation process.
 - b. The teacher has been given notice that he/she shall be required to participate in an improvement program.
2. The following conditions shall govern the improvement program:
- a. Refusal to participate may result in termination.
 - b. The nature of the program shall be mutually agreed to by the teacher and the teacher's evaluator.
 - c. Release time shall be provided when required by the nature of the program or plan.
 - d. The plan shall relate to the cause creating the overall unsatisfactory evaluation or observation, and/or to the elements of performance identified as needing improvement.
 - e. If the plan includes peer participation, the relationship between the participating teacher and his/her peer shall be confidential as it pertains to the evaluative process.
 - f. Upon the completion of the improvement program, the teacher shall be re-evaluated.
3. In the event a teacher volunteers or is requested to participate in the Instructional Improvement Program, the teacher's participation shall be voluntary.

9.9 Personnel Files Relating to Evaluations

9.9.1 Right to Inspection

Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment through the evaluation process shall be available to those persons authorized by law to review such information, and upon written request, a copy of such materials shall be provided, except ratings, reports, or records which were obtained prior to the unit member's employment.

9.9.2 Procedures for Inspection

Upon request, every unit member shall have the right to inspect such materials in the presence of the Director or designee, provided that the inspection shall occur at a time when such person is not actually required to be in the classroom.

9.9.3 Derogatory Material

Information of a derogatory nature, except as allowed by law, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, the unit member's own comments thereon. Such review shall take place during normal business hours.

9.10 Complaint Procedure

9.10.1 Written Statement

All complaints of a derogatory nature, charges or complaints by students, parents, or employees other than the evaluator, must be reduced to writing and then the unit member has the right to:

- a. Be given a copy of the complaint with names and dates, within five (5) working days of receipt of the written complaint by the Director or designee.
- b. As appropriate, a parent who complains about a teacher may be referred to the teacher.
- c. Respond to any accusation and attach to any such derogatory material his/her own comments thereon.

9.10.2 Public Charges Affecting Evaluation

If any parent or citizen complaint is utilized against a unit member, such complaint shall be reported to the unit member by the receiving administrator within five (5) working days of the receipt of said complaint.

9.11 Confidentiality

All information or proceeding regarding any action or proposed actions pursuant to this article will be kept confidential by the parties to the extent permitted by law.

ARTICLE 10 – LEAVES OF ABSENCE

10.1 Sick Leave

- 10.1.1 All employees shall earn one (1) day of sick leave with full compensation per contracted month of employment. Unused sick leave shall accrue from year to year.
- a. A new certificated employee accrues ten (10) days for the first contract year upon reporting to work for the first day of the contract.
- 10.1.2 Leave may be used for personal illness of an immediate family member. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage. The employee's leave bank shall be credited with a full year's sick leave on day one of the school year. An employee who is employed for less than a full school year shall have that leave prorated.
- 10.1.3 Accumulated sick leave may only be utilized up to fifty (50) days per school year. If sick leave is accumulated beyond fifty (50) days in a school year and the employee has utilized fifty (50) days in one (1) school year, the excess days remain accumulated but shall not be available for use until one (1) school year following the school year in which the fifty (50) days are used. Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Employees will not be paid for unused sick time upon separation from employment.
- 10.1.4 An employee who leaves MIT prior to completion of a full school year and who has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.
- 10.1.5 Employees are expected to call the MIT main office number or their designated supervisor prior to the start of the workday to report an absence. If an employee anticipates an absence of several days, the employee may notify the school with one phone call. For absences of three (3) consecutive work days or more, MIT may require physician verification. If requested, employees may be expected to present a physician's statement certifying the employee's fitness to return to duty after illness.
- 10.1.6 Upon retirement, the employee's accrued sick leave, if any, may be applied towards service credit in accordance with the State Teachers Retirement System ("STRS") regulations.

10.2 **Personal Necessity Leave**

- 10.2.1. All employees may use up to five (5) days of sick leave for personal necessity leave per year.
- 10.2.2 Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the father of the child to be absent from his position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot reasonably be conducted outside of the workday.
- 10.2.3 Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Employees are not required to disclose the reason for personal necessity leave unless utilizing it for more than two (2) consecutive days in a year.

10.3 **Catastrophic Leave**

Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic. However, common conditions such as back pain, a broken limb, or influenza shall not be considered catastrophic. MIT shall create a catastrophic leave program as follows:

- 10.3.1 Employees may donate one sick leave day per fiscal year to a sick leave bank for unit members suffering a catastrophic illness; however, each employee must retain at least twenty-five (25) sick leave days for his/her own account.
- 10.3.2 Catastrophic leave requests must be submitted in writing to MIT. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
- 10.3.3 The MIT Director or designee and a Union/Association member shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery. All information provided by the employee requesting leave shall be held in strict confidence by the MIT Director

or designee and Union/Association member, and shall be isolated from other employment records as required by the Americans with Disabilities Act.

10.3.4 The number of sick days that can be received by an employee is limited to forty (40) days per fiscal year.

10.3.5 If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from such leave.

10.4 **Unpaid Leave of Absence**

MIT may grant employees an unpaid leave of absence for up to one (1) full school year once every five (5) years of consecutive service. Reasons for such leaves shall be limited to illness, accident, family care, or advanced professional training in a field related to the employee's duties or planned duties at MIT. Employees must apply for an unpaid leave of absence no later than twelve (12) weeks before commencement of the school year in which the leave may be taken. In order to qualify for this leave, the employee shall have earned consistently high ratings in evaluations from the administration. An employee on an unpaid leave of absence must notify MIT of its intent to return to his or her position by March 1 of the preceding year that the employee plans to return to teach in the fall. Any employee who wishes to return to employment prior to the expiration of their unpaid leave of absence shall be granted first priority for available substitute positions.

10.5 **Pregnancy Disability, Family/Medical, and California Family Rights Act Leaves**

MIT shall provide Pregnancy Disability Leave, Family and Medical Leave Act leave and California Family Rights Act leave to unit members consistent with applicable state and federal law and regulations.

10.6 **Industrial Illness/Workers' Compensation**

Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier. A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the School's insurance carrier to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

10.7 **Bereavement Leave**

10.7.1 Employees may use up to five (5) days of sick leave per event to attend the funeral of members of the immediate family. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage. It further includes any family member residing in the home

of the employee. This leave shall not be deducted from the employee's personal leave bank.

10.7.2 Employees may use sick leave to attend the funeral of a relative not listed as immediate family or personal friends.

10.8 **Jury Duty Leave**

Employees, while serving jury duty, shall receive full pay for up to two (2) weeks, provided any amount for jury duty service, excluding expenses, is paid over to MIT. Employees shall notify the MIT Director or designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt. Employees shall make every reasonable effort to postpone jury duty service to a time when school is not in session. Upon return to work, employees shall submit a copy of a certificate of service, or similar proof of service.

10.9 **Military and Military Spousal Leave of Absence**

MIT shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, MIT shall continue the employee's health benefits. For service of more than thirty (30) days, the employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

MIT will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

MIT shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide MIT with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

ARTICLE 11 –TEACHER SELECTION, ASSIGNMENT AND REASSIGNMENT

11.1 General Provisions

11.1.1 Bargaining unit members who are to be offered a position for the following school year shall receive a contract offer/renewal no later than June 1, indicating their preliminary assignment, with the understanding that actual assignments may change.

11.1.2 Unit members shall return their signed contracts no later than the last working day of June. A teacher offered a contract who fails to return his/her contract by that date will not be employed the following school year, unless he/she has been granted an extension of time in writing.

11.2 Timeline of Preliminary Assignments and Vacancies

11.2.1 An “Intent to Return” Form will be sent to unit members on or before February 15 each year to determine openings and vacancies and the assignment preferences of unit members. Unit members shall return the Intent to Return Form on or before March 1. Unit members seeking a reassignment shall note same on the form.

11.2.2 Preliminary assignments and reassignments based on these forms shall be made by the Director or designee in consultation with his/her leadership team on or before May 15. In considering assignments and reassignments the Director or designee and Leadership Team shall make assignments on the following criteria:

11.2.2.1 Certification and/or major and minor subject areas of the unit members.

11.2.2.2 Prior teaching experience of the unit members.

11.2.2.3 Teacher performance and qualifications

11.2.2.4 Needs of the educational program and students, including but not limited to potential for disruption to the educational program or continuity of instruction.

11.4 Postings

As openings become known, they shall be posted for no less than five (5) business days on appropriate bulletin boards at the school site and on MIT’s intranet. Any unit member wishing to apply for such assignment shall do so in writing within five (5) business days of the posting. Unit members shall be similarly advised of all newly-created unit member positions.

11.5 Assignment

11.5.1 Definition

An assignment change consists of the movement of a unit member from teaching responsibilities in one grade level to another grade level in the same school or from one subject area to another in the same school, or if the change is to create a combination class.

11.5.2 Teachers given assignment changes after the start of school shall receive two (2) days of release time to prepare for the new assignment. Additional time may be granted under unusual circumstances.

11.5.3 No unit member shall be assigned more than three (3) class preparations without his or her consent. Unit members electing to undertake more than three (3) class preparations may consult with MIT administration regarding support/accommodations.

ARTICLE 12 – SAFETY CONDITIONS OF EMPLOYMENT

12.1 Written Report on Unsafe Conditions

Each unit member shall be required to immediately report to the Director or designee, in writing, any conditions that may have a detrimental effect on the health, safety, or well being of students, employees or other persons. Procedures for reporting and follow-up shall be determined by the Director or designee and Safety/Climate Committee, reviewed at least annually, and distributed to teachers each year.

12.2 Immediate Report of Assault

Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Director or designee who shall immediately report the incident to the police. The Director or designee shall release the employee from duty when he/she is required to make a statement to the police or appear in court in connection with the incident.

12.3 Pupil Suspension for Disciplinary Matters

A unit member may recommend that a student be suspended from his/her class up to two (2) days, consistent with the School's suspension/expulsion policy, provided that the unit member contact the parent of the student regarding the disciplinary recommendation.

12.4 Unsafe Conditions

Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety as determined by the Director and Safety/Climate Committee, and/or the appropriate state agency.

12.5 Personal Safety

12.5.1 Infections or Contagious Disease

Unit members shall report any suspected infections or contagious disease that the unit member believes endangers their safety. Students suspected of having a contagious disease shall be sent to the school office. The unit member shall be notified regarding the nature of the suspected disease and the steps taken by the Director or designee deemed necessary to protect the safety of the employee and students.

12.5.2 Dangerous Student Action

Unit members who believe their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Director or designee. Prior to returning the student to that teacher's class, the Director or

designee shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

12.5.3 Reasonable Physical Control

In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

12.5.4 Reimbursement

- a. Up to a maximum of \$500 reimbursement (per unit member, per school year) shall be made to unit members for loss, destruction or damage by arson, burglary, vandalism of teacher purchased or loaned instructional materials used for MIT instruction, as provided below.
- b. Upon bringing such items to MIT for use, such property shall be inventoried, clearly marked, and assessed for value with the Director or designee and written approval must be obtained for such use at MIT from the Director or designee. As such, the Director or designee retains the discretion to deem an item not necessary or suitable for instructional use. Reasonable care must be taken by the unit member to safeguard and secure any such items.
- c. Unit members will not be reprimanded or disciplined in any manner for reporting unsafe conditions, assaults or any other item listed in this Article to the Director or designee or Union.
- d. Unit members will not be required to pay for school equipment broken or damaged due to student negligence and/or the normal wear and tear of such equipment, e.g. computer, DVD player, etc.
- e. Claims for damages/destruction of teacher personal property (automobiles) occurring on School property may be submitted to MIT's insurance carrier. MIT shall pay up to \$250 towards the insurance deductible for such damages/destruction.

ARTICLE 13 – COMPENSATION

13.1 Salary Schedule

The salary schedule for teachers at MIT is attached as **Appendix C**. Retroactive to July 1, 2013, unit members shall receive a three percent (3%) increase on the salary schedule.

13.2 Staff Development/In-Service

Unit Members shall be paid at the hourly rate for required attendance at staff development/in-service programs held outside of the hours agreed to in this Agreement and school calendar. The hourly rate will be \$35.00.

13.3 Salary/Travel Regulations

13.3.1 Issuance of Checks

- a. The annual salary of certificated personnel (unit members) shall be annually prorated over twelve (12) months and paid once every month.
- b. The daily rate is determined by dividing the annual salary by the total number of workdays. This daily rate is for purposes such as deduction when the teacher is absent in situations not covered by paid leaves, to compute prorated contracts when a unit member starts after the beginning of a school year or terminates before the end of a school year, and to prorate pay increases for changes in salary schedules in the event of the implementations of longer year provisions.

13.3.2 Credit for Experience/Coursework

- a. A Unit Member must teach 75% of the days that school is in session in order to have that year count as a year of experience for salary purposes. Persons who are employed in part-time positions at MIT shall be granted credit for a year of part-time service on the same basis as persons teaching a full day.
- b. Horizontal movement on the schedule shall be on the basis of columns only.
- c. Vertical movement on the salary schedule shall be based on years of service; one vertical increment shall be granted for each year of service. A year means 75% of the days in a paid status.
- d. Unit members hired may qualify for up to a maximum of fifteen (15) years of credit for teaching experience.

- e. All notice for horizontal advancement for the next school year must be submitted to the Director or designee by June 15. Official transcripts/grade cards verifying the additional units must be submitted to the Director or designee no later than October 10 in order that credit be given for the additional units for that school year. If evidence is submitted later than October 10, except under extenuating circumstances, the salary change shall be effective as of the next pay period. All course work for additional units must be completed by September 1 of the year in which credit is claimed.
- f. Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, upper division or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs. The Charter Schools approved units of study for professional growth in-service (professional development) shall also be counted for salary placement and movement on the salary schedule including Continuing Education Units (CEU) granted for attending professional development programs. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Lower division coursework must have prior written approval by the Director or designee. Lower Division course work must be related to the field of teaching. A written statement explaining the relevancy of coursework must be submitted with the prior approval request.
- g. Credit will be granted for duplication of prior accredited course work only if proof can be furnished that course content was not duplicated.

13.3.3 Graduate Degree Recognition

- a. Unit members who have completed graduate studies leading to an earned Masters Degree shall receive \$970.00 added to their basic salary rates. Unit members who have complete graduate studies leading to an earned Doctorate Degree shall receive \$970.00 added to their basic salary rates. Unit members who possess both Masters and Doctorate Degrees shall receive \$1,940.00 added to their basic salary rates.
- b. A Unit member may receive salary credit for a second Masters Degree provided the following conditions are met:
 - 1. The last Masters Degree is in the field the Unit Member is currently teaching.

2. The course requirements and units earned for the second Masters Degree are in addition to those utilized in the first Masters Degree except for a maximum of six (6) units.

13.4 New Job Classifications/Change In Job Classifications

- a. If a new job classification in the bargaining unit is established, MIT will negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.
- b. If there is any substantial change in the duties requiring higher skills of any existing job classification in the bargaining unit, MIT will negotiate with the Association regarding possible modification in the salary for such position; and if agreed, such salary will become effective the first day that the change in duties became effective.

13.5 Travel

- a. A unit member shall obtain written permission from the Director or designee to take students on a field trip and to transport such students in the unit member's personal automobile. Written permission shall mean that the trip is a school-sponsored activity with both the unit member's and MIT's insurance companies responsible for any personal injuries or deaths or damage to personal or real property arising during the course of such trip if MIT is liable.
- b. Unit members who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all MIT required travel at the current School mileage rate for all driving done between arrival at the first location at the beginning of their work day and departure from the final location at the end of their work day.
- c. Unit members who use their personal cars for other business designated by the Director or designee shall receive the benefits provided in paragraph (b) above.

13.6 Student Teacher Supervisors

MIT shall transmit funds received by a college or university for supervision of a student teacher to said student teacher's master or supervising teacher.

13.7 **MIT Stipends**

Based upon the availability of funding, stipends may be provided to unit members on a non-discriminatory basis. The process for awarding stipends shall be carried out annually in an open and competitive manner.

13.8 **BTSA Stipends**

Eligible unit members may receive a minimum of \$2,000 for participation in BTSA. BTSA funding is determined by the availability of public funding.

ARTICLE 14 – HEALTH AND WELFARE

14.1 Effective July 1, 2014, MIT shall enforce the following caps regarding the School’s monthly contribution towards health benefits premiums:

- Single \$430
- Single + One \$853
- Family \$1,050

When calculating the remaining balance on unit members’ premiums, unit member contribution levels will be composited within policy category. The three (3) policy categories are Single, Single Plus One, and Family. When setting the unit member contribution levels for a category, sum all remaining individual policy balances within a category, then divide that sum amount between all members of said category. Effective July 1, 2015, the aforementioned caps shall remain in place but unit members’ contributions shall not be composited as outlined above unless negotiated by the parties. A summary of the May 2014 employee health care contributions is attached as **Appendix D**.

14.2 MIT provides medical, dental vision and life insurance benefits to employees who work twenty (20) or more hours per week.

- Medical: MIT offers benefits through Blue Shield or Kaiser.
- Dental: Benefits paid up to 90% of Delta PPO rate or 100% of HMO rate.
- Vision: MIT will provide 100% VSP (plan B, 20/20 co-pay)
- Life: MIT will provide 100% coverage of \$50,000 Life Insurance.

The MIT plan covers the cost of medical coverage or dependents as indicated above.

14.2 Pro-rated Benefits Charts

Employees who do not work full-time will have the additional cost of benefits deducted from the employee’s paycheck. Employees may decline health benefits and will receive cash in lieu of benefits on a monthly basis. The amount of in lieu of benefits will be determined on an annual basis.

Hourly Employees:	Salaried Employees:
40 hours a week = 100% Benefits	1.0 FTE = 100% Benefits
38 hours a week = 95% Benefits	.83 FTE = 83% Benefits
36 hours a week = 90% Benefits	.66 FTE = 66% Benefits
34 hours a week = 85% Benefits	.5 FTE = 50% Benefits
32 hours a week = 80% Benefits	.33 FTE = 33% Benefits
30 hours a week = 75% Benefits	.17 FTE = 17% Benefits
28 hours a week = 70% Benefits	
26 hours a week = 65% Benefits	
24 hours a week = 60% Benefits	

22 hours a week = 55% Benefits
20 hours a week = 50% Benefits
Below 20 hours a week = 0% Benefits

14.3 **Fringe Benefit Insurance**

14.3.1 Health, Dental, Vision and Life Insurance: MIT shall contribute a capped amount per employee to be utilized for payment of premiums for benefits as applicable. The employee is responsible for any costs over the employer contribution. Employee benefits are as described in **Appendix E**.

14.3.2 Changes in Health Care Providers

MIT shall have the right to substitute and/or add or delete health care providers during the term of this Agreement provided that such substitute coverage is substantially similar to the coverage provided by current providers. MIT shall have the right to offer additional coverage subject to the approval of the Association.

14.4 **IRC 125**

Unit members shall be allowed to participate in an IRC 125 plan, to enable them to pay their cost of insurance with pre-tax dollars. If the unit member wishes not to participate in the IRC 125, the unit member must notify the Director or designee in writing.

14.5 **Retirement**

All unit members shall be participants in the State Teachers Retirement System (STRS). Unit members shall not be subject to deductions for Federal Social Security.

ARTICLE 15 – NEGOTIATIONS PROCEDURES

15.1 Initial Proposals

No later than the scheduled Board Meeting in May of the calendar year in which this agreement expires, the Union/Association shall submit its initial proposals for reopeners or a successor agreement to the Board of Trustees.

15.2 Good Faith Negotiation

The parties shall meet and negotiate in good faith on negotiable items on reopeners or a successor agreement beginning no later than July 30th of the calendar year in which this Agreement expires. Any agreement reached between the parties shall be reduced to writing and signed by them.

15.3 Distribution of Ratified Agreement

Within forty-five (45) days of ratification of the Agreement by both parties herein, the Board shall have sufficient copies, prepared and delivered to the Union/Association for distribution to each unit member in the school.

15.4 New Bargaining Unit Members

The Union/Association shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

15.5 Effect of Agreement

Any individual contract executed between the Board and a unit member shall be subject to and consistent with terms and conditions of this Agreement. Moreover, to the extent permitted by law, this Agreement shall supersede rules, regulations or practices of the Board which are contrary to or inconsistent with its terms.

15.6 Term

This Agreement will be in effect from July 1, 2014 to June 30, 2017, with each party able to open salary, benefits and two (2) reopeners (Articles) for 2014-2015 and 2015-2016.

ARTICLE 16 – FACILITIES

MIT agrees to provide unit members with reasonable supplies and equipment to prepare instructional materials. In addition, MIT shall provide each unit member with the following:

- 16.1 A separate desk.
- 16.2 Chalkboard and/or whiteboard space in every classroom.
- 16.3 Secure storage space in each classroom for instructional materials and personal belongings by the 2010-2011 school year.
- 16.4 Materials required in daily teaching responsibility.
- 16.5 Copy machines will be provided for materials related to the curriculum or approved school activities.
- 16.6 So long as MIT remains in its current facilities, it shall maintain in the school at least two (2) restrooms for staff use.
- 16.7 Telephone facilities shall be provided and properly maintained and identified as being for the use of unit members.
- 16.8 MIT shall use reasonable efforts to see that the facilities are properly maintained.
- 16.9 With respect to the foregoing, the parties recognize MIT's dependence on the facilities made available by the Vallejo City Unified School District. In the event of impossibility of performance due to the actions of the Vallejo City Unified School District with respect to specific facility issues, the parties agree to meet and negotiate on suitable alternative provisions to carry out the intent of the parties.
- 16.10 MIT is responsible for the cost of repairing School computers and other costs related to School equipment repairs or replacement in the event of break-ins.

ARTICLE 17 – SEPARABILITY, SAVINGS AND STATUTORY CHANGES

- 17.1 Should any part of this agreement or application of this agreement be held contrary to law; illegal or unenforceable by the final decision of a court of competent jurisdiction, or the decision of a duly authorized governmental agency, then such provisions or applications thereof shall not be deemed valid and subsisting except to the extent permitted by law, but all provision of this agreement shall continue in full force and effect.
- 17.2 In the event of such a decision as set forth above, the parties agree to immediately meet and negotiate for the purpose of developing substitute provisions for such parts or provisions rendered or declared illegal or unenforceable.
- 17.3 In the event that state or federal statutory actions mandate change in the provisions of this agreement, the parties agree to meet and negotiate for the purposes of developing such modifications to the affected provisions.

ARTICLE 18 – TECHNOLOGY AND RELATED CONTRACT PROVISION

The School and MITAEA will appoint a Technology Committee, no later than September 2009, to develop a three (3) year technology plan which will include, but not be limited to a review of unit member's technology and educational needs (i.e., computer training, tech-rich lessons, Smart Board Training with follow-up information, syllabus for grade level to grade level technology goals, updates for existing computers and schedules for such, and compensation to develop any additional lessons, etc.).

ARTICLE 19 – LAYOFF AND REEMPLOYMENT

- A. **Layoff:** Layoff is the separation of an employee for lack of work or funds, or programmatic change, as determined by the MIT Board of Directors, without fault or delinquency on the employee's part. The MIT Board of Directors agrees to provide MITAEA with a list of names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.
- B. Certificated employees to be laid off shall be notified in writing as soon as possible after the decision for layoff has been made, but no later than forty-five (45) calendar days prior to the layoff.
- C. Employees shall be laid off in accordance with the following criteria:
 - a. Employee credentials and qualifications
 - b. Performance evaluations
 - c. Expertise/relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at MIT shall be the determining factor.

- D. **Reemployment:** Employees may be reemployed to a subject area/program for which they hold certification in reverse order of layoff when a vacancy occurs for up to two (2) years from the day of layoff. In the event an employee on the reemployment list refuses an employment offer twice, he/she will be removed from the list.
- E. Each employee on the reemployment list shall be required to provide MIT in writing with a current address to which a letter of reemployment may be sent.
- F. If a reemployment opportunity exists, MIT shall mail such a letter to the employee, certified mail, return receipt requested.
- G. An employee offered a reemployment opportunity must notify MIT in writing of his/her decision within five (5) days of receipt of MIT's offer.

APPENDIX A
Statement of Grievance Form, Level II

MITAEA/MARE ISLAND TECHNOLOGY ACADEMY
STATEMENT OF GRIEVANCE FORM
LEVEL II

GRIEVANT'S NAME	SCHOOL	HOME PHONE

1. A clear, concise statement of the grievance, and the circumstances involved (please indicate names, locations, dates, times, etc.):

2. Specific section(s) violated, misinterpreted or misapplied:

3. Remedy sought:

Grievant Signature:

Union/Association Representative(s):

Date

Date

(Please use other side if necessary)

APPENDIX B
Statement of Grievance Form, Level III

MITAEA/MARE ISLAND TECHNOLOGY ACADEMY
STATEMENT OF GRIEVANCE FORM
LEVEL III

1. A clear, concise statement of reasons for appeal:

2. The specific remedy sought (which shall be the same as requested at Level II):

3. Attach a copy of the original grievance and response from Level II:

Grievant Signature:

Union/Association Representative(s):

Date

Date

(Please use other side if necessary)

APPENDIX C
Mare Island Technology Academy
Certificated Salary Schedule

APPENDIX D
Employee Health Care Contributions May 2014

APPENDIX E
Mare Island Technology Academy
Medical Benefits Summary

This agreement made and entered into between Mare Island Technology Academy (“MIT” or Employer”) and Mare Island Technology Academy Education Association, CTA/NEA (“Union/Association” or “MITAEA”) includes all of the following articles and provisions. Ratified and Agreed on [INSERT DATE].

For the Employer:

MIT

Matt Smith, Executive Director

For the Association:

MITAEA

Ryan Cole, Negotiator