

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**MT. BALDY JOINT SCHOOL DISTRICT**

**AND**

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

**Effective July 1, 2021 - June 30, 2024**

**Revised/Corrected \_\_\_\_\_**

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**ARTICLE 1  
AGREEMENT**

- 1.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.
- 1.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”.
- 1.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**

- 3.A. This agreement shall become effective upon the Association's ratification and the adoption of the Board of Trustees, and shall remain in full force through June 30, 2024.
- 3.B. For 2022-2023 and 2023-2024, in January of each year, the parties mutually agree to re-open on Article 13 – Teacher Compensation, Article 14 – Health and Welfare Benefits, the school calendar and 1 re-opener of choice. 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.

**ARTICLE 4**  
**SAVINGS**

- 4.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.
  
- 4.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**

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**

- 6.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.
- 6.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

### 7.A. Access to Unit Members.

1. Access During the Workday. 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.
  
2. New Employee Orientation/Onboarding.
  - a. “New employee orientation/onboarding” refers to the process by which a newly hired public employee – whether in person, online, or through other means or media – is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
  - b. The District shall provide the Association with access to its new employee orientations/onboarding. The Association shall receive not less than ten (10) days' notice in advance of an orientations/onboarding, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
  - c. In the event the District conducts group orientations/onboarding with new employees, the Association shall have one (1) hour for Association representative(s) to conduct the orientations/onboarding session.
  - d. New Hire Information Packet: The District shall include the Association membership application and materials (and an Association provided link for an electronic application where applicable) in any employee orientations/onboarding packet of District materials that is provided to any newly hired employee. The Association shall provide the copies of any of the Association literature/membership applications to the District for distribution. The District will inform the Association if additional printed materials are needed at least five (5) working days before the orientations/onboarding.

7.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).

### 7.C. Dues Deduction.

1. The Association will notify the District of new members and upon such notice, the District will initiate payroll deductions for those employees in the next payroll cycle. The District shall deduct dues for all members in accordance with the Association's

submitted schedule of dues unless and until the Association provides notice to the District of a change in the dues assessed. Such change shall be implemented in the next payroll cycle.

2. The Association shall provide the District written notice of every employee who submits a written revocation of authorization. The revocation will be implemented in the next payroll cycle if the information is received in the District Office by the 10th of the month. Any resulting reimbursement owed to the employee shall be the responsibility of the Association.
3. Unit member requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the Association, rather than to the District. The Association shall be responsible for processing these requests and informing the District. The District shall rely on the information provided by the Association regarding whether deductions for membership dues were properly canceled or changed.
4. With respect to all sums deducted by the District for membership dues, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of faculty members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
5. The Association agrees to furnish all information needed by the District to fulfill the provisions of this Article.
6. The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any claim, liability suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in defense of such action.

7.D. Bargaining Unit Information:

1. Contact Information: The District shall provide the Association with contact information for unit members as an editable electronic list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May as follows:
  - a. First Name;
  - b. Middle initial;
  - c. Last name;
  - d. Suffix (e.g., Jr., III);
  - e. Preferred name;
  - f. Job Title;
  - g. Primary worksite name;

- h. Work telephone number;
- i. Work Extension;
- j. Home Street addresses (incl. apartment #);
- k. Mailing address (if different);
- l. City;
- m. State;
- n. ZIP Code (5 or 9 digits);
- o. Home telephone number (10 digits) (if available);
- p. Personal cellular telephone number (10 digits) (if available);
- q. Personal email address of the employee (if available);
- r. Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available. Personal contact information restricted under Government Code Section 6254.3 may be withheld upon an employee's written request to maintain the privacy of such information.

- 2. The District shall provide the Association with a list of the names and information described in Article 7.D.1 above for all newly hired full-time and part-time employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

“Newly hired employee” means any full-time or part-time bargaining unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-faculty position) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the bargaining unit.

- 7.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.
- 7.F. Teachers will be notified of their tentative assignments for the subsequent school year by the end of the current school year.
- 7.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**

- 8.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 thirty (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 and professional responsibilities, including, but not limited to: attending scheduled parent or administrative meetings; attending IEP meetings; and participating in special school activities.

- 7.B. Work Year. The work year for FTEs will be 185 days, 92.5 days for .5 FTEs, including in-service and training. Any bargaining unit member who attends in-service on a non-work day will receive the agreed upon hourly rate.
- 7.C. Early Release Day Schedule. To the extent practical, the District will make every effort to ensure that approximately fifty percent (50%) of the early release days are dedicated to instructional planning and evenly distributed through the school year.

**ARTICLE 9  
REASSIGNMENTS**

- 9.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.
- 9.B. If a reassignment is known prior to the end of the school year the current teachers shall be notified in writing.
- 9.C. An involuntary reassignment will be initiated by the District. Involuntary reassignments will only be made to meet legitimate educational program needs, and *will* not be arbitrary, capricious or discriminatory in nature.

## **ARTICLE 10 JOB SHARING**

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

- 10.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 may 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 15th.
- 10.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.
- 10.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**

Unit members shall be required to serve two (2) years of probationary service and shall be permanent unless notified prior to March 15<sup>th</sup> of their second year that they will be non-re-elected for the next, i.e., third (3<sup>rd</sup>) year as specified in Education Code Section 44929.21 (b).

## ARTICLE 12 LEAVES

### 12.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 ten (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.

### 12.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 school break or holiday. If a personal necessity day is requested on a day immediately before or after a break or holiday, the District may request verification of the necessity under other leaves in this Article.
- 12.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.

- 12.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).
- 12.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.
- 12.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.

- 12.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.
  5. Personal necessity leave will not be used for any work stoppage.
- 12.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.
- 12.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.
- 12.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.
1. Assignment: Grade level taught based on certification.
  2. Position: Based upon part-time or full-time status.

## ARTICLE 13 TEACHER COMPENSATION

- 13.A. The 2021-2022 salary and stipend schedules are attached as Appendix A1 and A2, respectively.
1. 2021-2022: Effective July 1, 2021, each cell of the 2020-2021 certificated salary schedule (Appendix A1) shall be increased by four percent (4.0%). Any retroactive payments will be included in teacher payroll within 90 calendar days of ratification.
  2. 2022-2023: Reopener (Article 3).
  3. 2023-2024: Reopener (Article 3).
- 13.B. Initial placement with an intern credential will be Step 1, Range 1.
- 13.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.
- 13.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.
- 13.E. The extra duty hourly rate shall be \$40.00.
- 13.F. Class Size.
1. Class size will not exceed 28 students for all classroom, Grades 1-8, unless there is an exception with teacher approval.
  2. Based upon current room size consideration, 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**

- 14.A. The District will provide health plans (medical and dental) for eligible employees and dependents.
- 14.B. The dental insurance being provided covers single, dual and family.
- 14.C. The medical insurance cap will be \$10,000.
- 14.D. The health plan insurance cap for teachers working less than full time will be prorated based on the percent of their annual contract.
- 14.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.
- 14.F. Teachers hired beyond the 2015-2016 school year, and not requiring health and welfare benefits, will not receive Cash In Lieu.
- 14.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

- 15.A. The purpose of the Evaluation is to improve instruction. Grievances may not be filed regarding the contents of an Evaluation.
- 15.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.
- 15.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 15th. A post observation conference will be held within 10 days following 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 may 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.
- 15.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.
- 15.E. Evaluations will be based on the California Standards for the Teaching Profession (CSTP). See Appendix B.
- 15.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.

- 15.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**

- 16.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.
- 16.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.
- 16.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.
- 16.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.
- 16.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.
- 16.F. Pursuant to Education Code Section 49079, 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.
- 16.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

17.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.

17.B. Informal Level:

Before filing a formal written grievance, the grievant will attempt to resolve it by an informal discussion with the Superintendent/Principal.

17.C. Formal Level I:

Within ten (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.

17.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/Principal's decision should have been issued, if no decision was issued). The parties shall have 10 work days to mutually agree to an arbitrator. If no arbitrator is selected, a list of 5 arbitrators will be requested from the State Mediation and Conciliation Services (SMCS). The parties shall determine who strikes first from the list. The arbitrator shall be the last person on the list after both parties have made their respective strikes.

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**

- 18.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.
- 18.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.
- 18.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.
- 18.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.
- 18.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.
- 18.F. All information or proceedings regarding any complaint will be treated as confidential by the District.

**ARTICLE 19**  
**PERSONNEL FILES**

- 19.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.
  
- 19.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 teacher's assigned duties.
  
- 19.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**

- 20.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.
- 20.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.
- 20.C. The District agrees that it will not engage in or authorize any lockout of employees for the duration of this Agreement.

**Mt. Baldy Joint School District**

**Mt. Baldy Teachers Association**

\_\_\_\_\_  
Kate Huffman  
Superintendent/President

\_\_\_\_\_  
Nora Pasma  
MBTA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A  
CERTIFICATED SALARY SCHEDULE**

# APPENDIX 'A1'

## CERTIFICATED SALARY SCHEDULE

### MT. BALDY JOINT SCHOOL DISTRICT

## CERTIFICATED SALARY SCHEDULE 2021 - 2022

STEP	RANGE	BA	BA +30	BA +45	MA	MA +30
1		\$37,961.27	\$41,173.68	\$44,386.10	\$50,809.88	\$54,022.29
2		\$39,422.14	\$42,634.55	\$45,843.78	\$52,270.74	\$55,483.16
3		\$40,880.87	\$44,093.30	\$47,304.65	\$53,729.48	\$56,941.90
4		\$42,341.74	\$45,553.09	\$48,764.46	\$55,189.28	\$58,403.83
5		\$43,800.48	\$47,013.96	\$50,226.37	\$56,651.21	\$59,635.53
6		\$45,262.41	\$48,473.77	\$51,685.12	\$58,111.02	\$62,781.12
7		\$48,285.98	\$51,394.43	\$54,605.79	\$61,029.56	\$64,240.92
8		\$49,642.88	\$52,853.17	\$55,711.25	\$62,490.43	\$65,699.66
9		\$51,101.63	\$54,311.92	\$57,525.40	\$64,188.94	\$67,161.59
10		\$52,299.38	\$55,772.79	\$58,985.20	\$65,412.16	\$68,621.39
11		\$54,074.29	\$57,232.58	\$60,447.13	\$66,870.90	\$70,083.32
12		\$55,142.61	\$58,694.51	\$61,906.94	\$68,330.70	\$71,542.06
13		\$56,941.90	\$60,153.26	\$63,366.73	\$69,790.51	\$73,000.80
14		\$56,941.90	\$60,153.26	\$63,366.73	\$69,790.51	\$73,000.80
15		\$56,941.90	\$60,153.26	\$63,366.73	\$73,340.29	\$76,273.69
16		\$56,941.90	\$60,153.26	\$63,366.73	\$73,340.29	\$76,273.69
17		\$56,941.90	\$60,153.26	\$63,366.73	\$73,340.29	\$76,273.69
18		\$56,941.90	\$60,153.26	\$63,366.73	\$77,429.02	\$80,525.80
19		\$56,941.90	\$60,153.26	\$63,366.73	\$77,429.02	\$80,525.80
20		\$56,941.90	\$60,153.26	\$63,366.73	\$77,429.02	\$80,525.80
21		\$56,941.90	\$60,153.26	\$63,366.73	\$79,227.25	\$82,325.09

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 15<sup>th</sup> of the applicable year. If by September 15<sup>th</sup>, 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.

## **APPENDIX 'A2'**

### **STIPENDS**

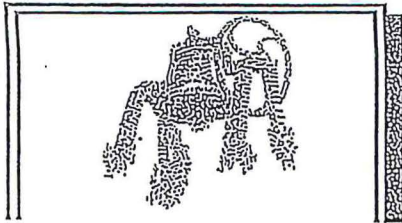
The following stipends shall be paid at the end of the year for the actual performance and completion of the duties assigned. Each unit member is responsible for documenting and providing verification of the performance and completion of their stipend duties.

1. Student Council/Activities Coordinator - Provides a stipend of \$1,200 per year for work done outside the instructional day. This consists of Supervising/ Chaperoning school dances and other Student Council related activities.
2. Junior High School End-of-Year Trip Coordinator/Chaperone – Provides a stipend of \$1,200 to oversee, coordinate, plan, and chaperone the end-of-the-year Junior High School trip.
3. Administrative Designee – A unit member who performs day-to-day responsibilities of the Superintendent/Principal shall receive an additional compensation of \$1,200 per year. If there are two unit members serving as the Administrative Designee, the stipend amount may be split among the two unit members.
4. Yearbook Advisor – Provides a stipend of \$1,200 per year for work done outside of the instructional day.
5. English Language (EL) Coordinator – Provides a stipend of \$1,200 per year for work done outside of the instructional day.

For additional extra duty assignments not addressed in this Agreement, the District will provide the unit member and MBTA with the proposed stipend amount for the additional duties. Acceptance of the duties by the unit member constitutes agreement with the stipend.

**APPENDIX B  
EVALUATION FORMS**

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:*

Rating:           U = Unsatisfactory   NI = Needs Improvement   P = Proficient           D = Distinguished

CSTP I - Engaging and Supporting All Students in Learning	Rating	Commendations/Recommendations/Evidence
1.1 Using knowledge of students to engage them in learning 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		

MT BALDY JOINT SCHOOL DISTRICT

CERTIFICATED EVALUATION

- INTERIM Date:
- FINAL Date:



APPENDIX 'B'

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

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>		

APPENDIX 'B'

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

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

<small>Date</small>	<small>Evaluatee Signature</small>	<small>Date</small>	<small>Evaluator Signature</small>
	<small>This signature indicates that this evaluation has been received and discussed</small>		

**APPENDIX C  
CALENDAR**

# MBS Early Release Calendar 2022-2023

1:15-3:00 on Thursdays in fireplace room

\*\* Subject to change\*\*

Revised 6/20/22

		AUGUST						
		S	M	T	W	T	F	S
29 MBS By-Design PD			1	2	3	4	5	6
30 Instructional Cycle #1 Kickoff		7	8	9	10	11	12	13
		14	15	16	17	18	19	20
31 Welcome Breakfast/Nuts & Bolts Mtg		21	22	23	24	25	26	27
		28	29	30	31			

		JANUARY						
		S	M	T	W	T	F	S
		1	2	3	4	5	6	7 5 PD
		8	9	10	11	12	13	14 12 Instructional Planning
		15	16	17	18	19	20	21 19 Instructional Planning (Bd Mtg)
		22	23	24	25	26	27	28 26 PD
		29	30	31				

		FEBRUARY						
		S	M	T	W	T	F	S
					1	2	3	4 2 SST/RTI focus meetings
		5	6	7	8	9	10	11 9 LCAP
		12	13	14	15	16	17	18 16 Instructional Planning (Bd Mtg)
		19	20	21	22	23	24	25 23 SEL Articulation
		26	27	28				

		SEPTEMBER						
		S	M	T	W	T	F	S
1 PD						1	2	3
8 Instructional Planning (Bd Mtg)		4	5	6	7	8	9	10
15 PD		11	12	13	14	15	16	17
22 Instructional Planning		18	19	20	21	22	23	24
29 PD		25	26	27	28	29	30	

		MARCH						
		S	M	T	W	T	F	S
					1	2	3	4 2 LCAP- Tri 2 Data/ Seeking Input
		5	6	7	8	9	10	11 9 Instructional Planning (Bd Mtg)
		12	13	14	15	16	17	18 16 Instructional Planning
		19	20	21	22	23	24	25 23 Report Card Work Day
		26	27	28	29	30	31	Spring Break

		OCTOBER						
		S	M	T	W	T	F	S
								1
6 Instructional Planning		2	3	4	5	6	7	8
13 SST/RTI focus meetings		9	10	11	12	13	14	15
20 Instructional Planning (Bd Mtg)		16	17	18	19	20	21	22
27 Conference week		23	24	25	26	27	28	29

		APRIL						
		S	M	T	W	T	F	S
								1
		2	3	4	5	6	7	8 6 CAASPP Planning
		9	10	11	12	13	14	15 13 LCAP- Review Draft
		16	17	18	19	20	21	22 20 Instructional Planning (Bd Mtg)
		23	24	25	26	27	28	29 27 Instructional Planning

		NOVEMBER						
		S	M	T	W	T	F	S
1 Pupil Free Day- Instructional Cycle #1 Wrap-up								
3 LCAP Local Data from Tri 1			31	1	2	3	4	5
10 Instructional Planning		6	7	8	9	10	11	12
17 Teacher Work Day (Bd Mtg) Report Cards		13	14	15	16	17	18	19
		20	21	22	23	24	25	26
		27	28	29	30			

		MAY						
		S	M	T	W	T	F	S
								State Testing 1-12
		30	1	2	3	4	5	6 4 TBD
		7	8	9	10	11	12	13 11 State Testing Debrief
		14	15	16	17	18	19	20 18 Instructional Planning
		21	22	23	24	25	26	27 25 Instructional Planning (Bd Mtg) (JH Trip 22-26)
		28	29	30	31			

		DECEMBER						
		S	M	T	W	T	F	S
1 SEL Articulation						1	2	3
8 Instructional Planning		4	5	6	7	8	9	10
15 Instructional Planning (Bd. Mtg)		11	12	13	14	15	16	17
		18	19	20	21	22	23	24
		25	26	27	28	29	30	31

		JUNE						
		S	M	T	W	T	F	S
						1	2	3 1 Instructional Planning
		4	5	6	7	8	9	10 8 Report Card Work Day
		11	12	13	14	15	16	17 15 Instructional Planning (Bd Mtg)
		18	19	20	21	22	23	24 22 Year-end work day
		25	26	27	28	29	30	

# Mt. Baldy School 2022-23 CALENDAR Bd. Approved & Adopted August 18, 2022

July						
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** Independence Day

**\*\*All Thursdays are minimum days with a school dismissal of 1:05 p.m. for collaboration and staff development**

Jan						
S	M	T	W	T	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				

**9** Return from Winter Break  
**16** M.L. King Day—No School  
**19** School board mtg.

**School Days: 16**

August						
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			

**18** Board Meeting

**29, 30, 31** Staff Dev. Pupil Free

Feb						
S	M	T	W	T	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				

**16** School board mtg.  
**17** Lincoln Day recog/ No School  
**20** Presidents' Day/ No school

**School Days: 18**

September						
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	

**1** First Day of School for Students/Min. Day (Tri 1)

**2** Minimum Day  
**5** Labor Day—No School  
**7** Back to School Night  
**8** School board mtg.

**School Days: 21**

Mar						
S	M	T	W	T	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	

**09** School board mtg.  
**10** Trimester 2 ends  
**13** Trimester 3 begins  
**24** Min.Day/Report cards home  
**27-31** Spring break

**School Days: 18**

October						
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					

**20** School board mtg

**24-28** Parent-Teacher Conferences (Min.Days)

**School Days: 21**

Apr						
S	M	T	W	T	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						

**20** School board mtg  
**28** Weather emergency

**School Days: 19**

November						
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			

**1** Staff Dev (Pupil free—No School)  
**11** Veteran's Day—No School  
**17** School board mtg.  
**18** Minimum Day  
**21-25** Thanksgiving Break

**School Days: 15**

May						
S	M	T	W	T	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			

**1-12** State Testing  
**25** School board mtg  
**29** Memorial Day/No School

**Junior High Trip 22-26**

**School Days: 22**

December						
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

**2** Trimester 1 ends  
**5** Trimester 2 begins  
**13** School board mtg.  
**22** Report cards home  
**22** Minimum Day  
**23-30** Winter Break

**School Days: 16**

Jun						
S	M	T	W	T	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** Family Day  
**8** School board mtg  
**9** Weather emergency  
**15** School board mtg/  
**20** 8<sup>th</sup> Grade Commencement  
**21** Last day of school Report cards home  
**Trimester 3 ends**  
**22** Teacher work day

**School Days: 14**

**APPENDIX D  
GRIEVANCE FORMS**

**APPENDIX 'D'**

**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  
Grievant

Date Received: \_\_\_\_\_  
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 E**  
**VESTING REQUIREMENTS MOU**

APPENDIX 'E'

VESTING REQUIREMENTS MOU

MEMORANDUM OF UNDERSTANDING

June 3, 2010

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

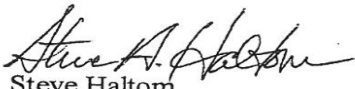
This bilateral agreement made and entered into this day June 3, 2010 by and between the parties: Mt Baldy Joint School District and Mt Baldy Teachers Association.

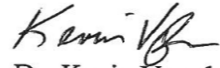
Effective on the day of ratification, any bargaining unit member who has been employed fifty years or more of credited service with the Mt Baldy Joint School District shall be entitled upon retirement to the minimum health employer contribution set by the Public Employees' Medical and Hospital Care Act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

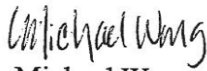
The above eligibility requirement of fifty years service is not applicable to any retiree who retired before the effective date of this memorandum of understanding. All members who have retired before the effective date of this memorandum are eligible for the minimum health employer contribution.

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