COLLECTIVE BARGAINING AGREEMENT
MAAC AND
MAAC COMMUNITY CHARTER SCHOOL EDUCATION ASSOCIATION

July 1, 2018 – June 30, 2021
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ARTICLE X. SAFETY
Article I. ASSOCIATION RECOGNITION

MAAC recognizes MCCSEA/SEA as the exclusive representative of the bargaining unit.

The bargaining unit shall be defined as follows:

**SHALL INCLUDE:** All certificated employees and classroom teachers within the meaning of Education Code Section 47605(l) employed by and located at MAAC Community Charter School.

**SHALL EXCLUDE:** All other employees of Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. dba MAAC and dba MAAC Community Charter School, including but not limited to management, supervisory and confidential employees as defined under Government Code Section 3540.1.

Article II. MANAGEMENT RIGHTS

It is understood and agreed that MAAC retains all of its powers and authority to direct, manage and control its campus (es) to the full extent of the charter school law and the regulations of a 501 (c) (3) California corporation. While input from the staff will be considered, and decisions will be derived in a collaborative model, final decisions will rest with MAAC.

MAAC’s rights include, but are not limited to, the following rights to:

- Determine the school intention and overall program design as described in the charter;
- Establish educational policies with respect to admitting students;
- Determine staffing patterns and design;
- Determine the number of personnel and types of personnel required;
- Determine the qualifications for employment with MAAC;
- Hire bargaining unit employees, assign and direct their work, discharge or otherwise discipline employees, promote, demote, transfer, layoff and recall bargaining unit employees;
- Determine MAAC’s mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them, subject to input from employees, with all final decisions resting with MAAC;
- Ensure the rights and educational opportunities of all students;
- Maintain MAAC operations and operate its campus (es) including moving or modifying facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue; and
- Contract out work and take action on any matter in the event of an emergency as defined below.

The exercise of the foregoing powers, rights, authority, duties, responsibilities by MAAC, 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 the specific and
express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

MAAC retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, which shall be considered only when there is a clear and present danger to the safety of students or employees, or when failure to act would result in cessation of operation of MAAC.

Nothing in this Article shall be interpreted to impact the parties’ obligations to engage in effects bargaining relating to decisions made by MAAC in accordance with applicable law.

**Definition of MAAC** – “MAAC” is MAAC Community Charter School (MCCS), the Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County Inc. dba MAAC, its Board of Directors, Administration, and other designated representatives.

**Article III. NON-DISCRIMINATION**

The School and Association agree to adhere to all applicable local, state, and federal laws concerning non-discrimination.

**Article IV. DECISION MAKING**

School based leadership and staff shall make decisions about the school’s educational program through democratic processes.

The Steering Committee is the primary leadership and decision-making body for this purpose only, and is comprised of:

- MCCS Director
- Dean of Students
- Academic Counselor
- Department Lead Staff
- Other staff as designated by the MCCS Director

It is the Steering Committee that annually leads the revision of the school’s mission and vision, school-wide learning outcomes and professional development plan for the entire faculty and staff.

Through the Steering Committee, Study/Action Groups are formed. The work of the Study/Action Groups is to lead research based, professional development and school-wide action in the areas of: Critical Pedagogy, Restorative Justice, Assessment, Technology and Attendance. Each staff person is an active member of his or her self-selected Study/Action Group. These groups can expand each year and are based on current site needs.

Ultimately, it is the Steering Committee that discusses and approves any activity or change to the educational program which will then be brought to the entire staff for further discussion and
consensus on the changes and or initiatives. The decisions about when and how to implement these are decided by group consensus, with all staff having to understand and agree to the decision before it is implemented.

All other MAAC/MCCS decisions are governed by Article II, Management Rights.

**Article V. WORK YEAR AND DUTY HOURS**

A. Work Year

1. MCCS operates on a modified year round calendar. Summer School and Saturday School work days are not included in the work year calendar and are considered to be extra duty assignment(s).

2. For the 2018-19 school year, the regular work year for bargaining unit members shall be 185 duty days. These duty days shall include both instructional days for students and non-instructional days.

3. For the 2019-20 school year, the regular work year for bargaining unit members shall be 190 days to include one hundred eighty three (183) days of instruction, and seven (7) pupil free days to be used for staff development. Newly hired unit member will also work an additional three (3) pupil free days to be used for staff development purposes.

4. The parties understand that there may be changes made to the minimum amount of instructional days, or instructional minutes, should there be changes in regulations for Charter School instruction.

B. Duty Hours

The typical professional duty day for all bargaining unit members shall include the student day, staff and other meetings and time needed for preparation.

The work hours for teachers shall, except as provided in this Article, be an eight (8) hour duty day.

For full-time unit members, there will be a duty free lunch period that is equivalent to that of the students but not less than thirty (30) minutes.

1. Standard Teaching Assignments
   a. The standard teaching assignment shall consist of four (4) instructional periods (includes advisory class) and one (1) preparation period.
   b. The preparation period shall be the same length as the non-advisory instructional period.
   c. Tutoring, study action groups, department meetings, student support team meetings, collaboration meetings will be scheduled and teacher attendance
for these and/or other similar activities is required during non-instructional
time periods. For purposes of this provision, the preparatory time period shall
be considered instructional time.

d. Bargaining unit members shall use their professional judgement as to how
their preparation time will be used. However, the purpose of preparation time
is that it shall be utilized and solely focused on school activities. Preparatory
time shall be conducted on-site, unless off-site preparation is approved in
advance by the Director or his/her designee.

2. Extended Duty Day

a. The duty day may be extended for the following reasons:
   1. Back to School Night
   2. Graduation
   3. Parent meetings/evening meetings as assigned (up to three (3) per year
      per unit member), and
   4. One of the following activities (to be selected by the teacher by October
      1 of each year)
      1. Prom
      2. Annual MCCS Family Potluck (typically held in November)
      3. Student Conferences or other similar activities

3. Extra Duty Assignments

a. Saturday School
   1. Unit members may be assigned to work Saturday School in
      accordance with the process set out below. Saturday School
      assignments shall be considered as additional work days to the
      work year calendar outlined in Section A.
   2. Assignments to Saturday School (24 assignments per year – 6 per
      quarter) shall be made as follows:
      1. Volunteers shall be requested once per quarter for the 6
         Saturday assignments per quarter.
      2. Volunteers shall be sought three (3) weeks in advance of the
         quarter and assignments made two (2) weeks in advance of
         the quarter. Assignments shall be made based on seniority
         with the most senior teacher being assigned first.
      3. Once volunteers have been assigned to Saturday School, in
         the event there are not enough volunteers to enable
         Saturday School, assignments to remaining Saturday School
         needs shall be made based on seniority with the least senior
         teacher being assigned first until all assignments are made.
      4. Teachers are required to work Saturday School if assigned.
      5. Saturday School work days shall be paid at $42/hour or the
         bargaining unit employee’s regular hourly rate of pay,
         whichever is greater.

b. Summer School
   1. Summer School assignments are typically four (4) weeks, nineteen
      (19) days in duration.
ii. Summer School assignments shall be offered on a voluntary basis to core subject teachers.

iii. Volunteers shall be sought first. Assignments shall be made first based on student academic needs then followed by seniority with the most senior core subject teacher being assigned first.

iv. Once volunteers have been assigned to Summer School, in the event there are not enough volunteers to enable Summer School, assignments to remaining Summer School needs shall be made first based on student academic needs, then followed by seniority, based on seniority with the least senior core subject teacher being assigned first until all assignments are made.

v. Teachers are required to work Summer School if assigned.

vi. Summer School work days shall be paid at the teacher’s regular daily rate of pay.

Definitions:
“Pupil-Free Day” means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
“Instructional Day(s)” means any day(s) pupils are present for instruction and/or student testing.

ARTICLE VI. CLASS SIZE

The average class size at MAAC Community Charter School shall not exceed a thirty to one (30:1) student to teacher ratio. The thirty to one (30:1) represents a school-wide average, recognizing that some classes may have a smaller ratio. Average class sizes shall be calculated (seven) 7 days following the beginning of any session and during that seven day window, no class size shall exceed a student to teacher ratio of thirty-eight to 1 (38:1).

Once enrollment is finalized, if any individual class exceeds thirty (30) students, there will be a conference between the affected teacher and the Director, or his/her designee. Through this dialogue, options will be discussed to offer amelioratory measures, e.g. lower class sizes in other sections, instructional aide support, limited adjunct supervisorial duties, additional curricular support materials, and other ideas which may come into the discussion.

Other than during the seven day window at the beginning of each session, if an instructional assistant is assigned or present, the class size can be a thirty-five (35:1) student to teacher ratio.

Class size calculations shall not include tutoring sessions, or team teaching.

Article VII. COMPENSATION

A. Implementation of a Salary Schedule
Effective the first day of the month in which ratification of the parties’ Agreement takes place by ratification by MCCSEA and the MAAC MCCS Board, all MCCSEA bargaining unit members shall be placed on the 2018-19 salary schedule included as Appendix A of this Agreement.
The salary schedule includes a series of annual increments (steps) from the minimum salary to a maximum salary. Following initial placement, a unit member shall be granted one (1) increment for each year of full service until the maximum salary of his/her salary classification is reached. For purposes of salary advancement, a full year shall be defined as service for seventy-five (75%) or more of the number of duty days pursuant to this Agreement.

B. Initial Salary Schedule Placement

1. **2018-19 Salary Increases:** Unit members employed by MAAC/MCCS as of the date of the full ratification of this Agreement and consistent with Article VII, Section 1 above, shall first receive the greater of:
   1. a 3.0% salary increase based upon the unit member’s 2017-18 school year salary and then will be placed on the next higher step and column on the salary schedule; or
   2. Placement of the salary step equivalent to the complete years of experience employed by MAAC as a teacher and the proper column placement. Such full years of experience shall be determined as of the conclusion of the 2017-18 school year.

   No placements in the preceding sentence shall be made in excess of the salary schedule.

For unit members employed by MAAC/MCCS as of the date of the full ratification of this Agreement, and for purposes of column placement, unit members shall submit to MAAC by September 30, 2018, all documentation necessary to establish proof of units and/or degrees held by the unit member. If a bargaining unit employee has not submitted such information to MAAC in order for it to be processed and paid in the September pay warrants, MAAC shall provide any necessary retroactive payment to the employees upon verification of column placement. Any verification information submitted by a unit member after September 30, 2018, will not be processed for the 2018-19 school year, but will be accepted for column placement for the 2019-2020 school year.

MAAC also agrees to provide a one-time “off the salary schedule” payment of $2,000, less withholdings and deductions, to bargaining unit employees employed by MAAC on both June 26, 2018 and as of the date the payment. MAAC will provide notice to the Association of when this payment will be made and as long as the parties’ full collective bargaining agreement is ratified by both parties no later than August 20, 2018, MAAC will make the request of Sweetwater Union High School District to issue the above payment by the September 2018 pay warrant.

2. Previous teaching experience shall be recognized for initial salary placement of bargaining unit members hired after the full ratification of the parties’ Agreement, subject to the provisions below. Initial salary placement shall be applied in accordance with the following:
   1. One (1) step credit for each year of verifiable teaching experience; however, the maximum credit shall be 9 years.
   2. Column placement shall be in accordance with proof of units and/or degrees and submitted with application materials.
3. No placement shall be made in excess of the salary schedule.

4. The parties agree that MAAC may submit a request to the Association in order to make an exception to Article VII (2)(B)(1) and allow greater step placement to be provided to a bargaining unit employee hired after the full ratification of this Agreement. Any such agreement must be in writing to be effective.

Unit members will receive credit for out-of-School experience in public schools, accredited private schools, or in private or public institutions and/or schools. Experience in private or public institutions and/or schools will be considered acceptable providing the individual possessed a Bachelor’s Degree from an accredited institution and possessed a valid teaching credential for the grade and/or subject to be taught. The experience must have been of an instructional nature and the curriculum taught comparable to that of the public schools of California.

Upon initial employment with MAAC, a unit member has 45 days in which to supply MAAC with official transcripts, credential(s), and evidence of prior teaching experience. Prior teaching experience will be granted for step placement as set forth above and subject to MAAC’s receipt of written verification by the previous employer(s) of the unit member’s prior teaching experience.

Salary Advancement

A. Step Advancement: Commencing with the 2019-20 school year, each year on July 1st, unit members who have completed a full year of service in the preceding school year, are eligible to move to the next step on the salary schedule.

B. Column Advancement: Course credit for salary placement and column movement shall be given only for post-graduate, upper division or graduate course work taken at accredited four-year colleges, universities or graduate schools:
   1. 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).
   2. Bargaining unit employees requesting reclassification from one class to another must file such requests with the Human Resources Department no later than April 15th of each year. Supporting records or transcripts verifying post-graduate units of study that are to apply to such a reclassification must be filed with the Human Resources Department no later than September 30th of the ensuing school year, for courses completed by September 30th of the school year. If by September 30th the bargaining unit employee is unable to submit supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to MAAC as soon as it is available, but no later than December 1st.
   3. The burden of proof of training, experience, possession of credentials and other required documents shall lie with the bargaining unit employee, both for initial placement and for subsequent reclassification.
4. Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification.

5. If a bargaining unit employee believes that participation in a lower division course will be of direct benefit to MAAC and that a similar benefit is not available at an upper division or graduate course level, such unit member may submit a written petition to MAAC for a waiver. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the bargaining unit employee must submit a formal application to MAAC and receive approval in the form of the aforementioned waiver.

6. Reclassification will be processed thirty days following MAAC Human Resources receipt of official transcripts documenting the conferring of the degree the unit member is requesting reclassification for.

Article VIII. HEALTH AND WELFARE BENEFITS

HEALTH BENEFITS
Employee benefits are intended to assist in covering health insurance costs. Health Plans offered by the Employer shall meet the requirements of, and be administered in compliance with the Affordable Care Act (ACA), except to the extent that the ACA is modified or repealed in which case, if such modification or repeal impacts the provision of benefits under this Article, the parties agree to reopen only this Article to address the impact of such modification or repeal.

Eligible dependents and registered domestic partners are included in the dental, vision and medical plans. Eligible dependents are defined as a spouse, registered domestic partner, and children (including step-children, adopted children and children as a result of a court appointed guardianship).

A bargaining unit member must be assigned to a seventy-five percent (75%) or more of a full-time assignment in order to be eligible for health benefits listed in this Section.

Unit members shall be entitled to insurance benefits, in accordance with the Employer’s applicable insurance contract(s) and policies, and applicable state law. These benefits are currently offered and provided through the Sweetwater Union High School District. The maximum health insurance contribution by MAAC for health insurance coverage – which consists of medical, vision, and dental shall be capped at $1,177.50 per month ($14,130.00 annual). If a bargaining unit member selects a plan where the monthly premium for coverage is less than the maximum contribution required by MAAC, MAAC shall not be responsible for paying to applicable carrier/provider or the unit member the difference between the monthly premium of the plan selected and MAAC’s maximum monthly contribution. To the extent that MAAC’s maximum monthly contribution does not cover the full cost of the selected health benefits plans, the unit member will be responsible for paying, either through payroll deduction or through other means accepted by MAAC and the carrier/provider, the difference between MAAC’s maximum monthly contribution amount and the actual cost of the health benefits.

A unit member who can demonstrate that he/she is covered by a group medical plan either as
the dependent of another MAAC employee, or through some other out of MAAC source, may choose to opt out of the MAAC provided medical plan by providing proof of such coverage and completing any necessary opt out paperwork. Unit members who opt are not eligible to receive any contributions or money from MAAC. If a unit member opts out, unless otherwise provided by applicable law, the unit member will be ineligible to enroll in benefits until the next open enrollment period. The parties expressly agree and understand that the purchasing of medical benefits via the exchange shall not qualify a bargaining unit member to opt out of coverage.

In each year of the contract, if there is an increase in health and welfare benefit premiums, and such increase exceeds the established Employer contribution, the Employer shall, through its payroll provider, automatically implement payroll deductions for the excess costs.

Upon notification by the unit member to MAAC that the declared insurance has been discontinued, the unit member will, provided notification of insurance loss is within thirty (30) days, be offered the opportunity to enroll in any of the employer provided benefit plans.

MAAC, in conjunction with its payroll provider, shall be obligated to facilitate administrative withholding and reporting procedures to effect voluntary deductions set forth in the provisions of the Plan, and make required contributions as described above.

ARTICLE IX. LEAVES

1. Sick Leave
   a) At the beginning of each school year, full-time unit members shall be granted ten (10) days full paid sick leave. Part-time unit members will receive a prorated amount of sick leave based upon the unit member’s full-time equivalent (FTE) status. If a unit member is hired mid-year, the unit member will receive a prorated amount of sick leave based upon his/her FTE status and the amount of workdays left in the school year.
   b) The above leave shall be cumulative year-to-year.
   c) If a unit member separates from employment with MAAC, the unit member will not be paid out unused sick leave. If the unit member separates from employment with MAAC and becomes employed by a public school employer in California, within a year of separation from employment, and submits the proper paperwork, MAAC will provide information to the new public school employer regarding the former unit member’s sick leave balance for the purposes of allowing the former unit member’s sick leave balance to be transferred to the new public school employer. The parties understand and agree that while MAAC will provide the above information, it cannot guarantee the acceptance of such days by the new public school employer.
   d) When a bargaining unit member is absent due to illness for more than three (3) consecutive days or MAAC suspects that the bargaining unit member has misused or abused his/her sick leave, MAAC may require the unit member to submit a note from a health care provider stating the absence was necessitated by reasons covered by this Section and, if requested by MAAC, authorizing the employee to return to work with or without restrictions.
e) If the need to use sick leave for an absence from work is foreseeable – whether for a full day or part of a day – a bargaining unit member must provide as much advance notice as possible by following the procedures established by MAAC to notify MAAC of the intent to be absent and the anticipated duration of the absence. If the need to use sick leave for an absence from work – whether for a full day or part of a day – is not foreseeable, a bargaining unit member must provide notice, by following the procedures established by MAAC to notify MAAC, as soon as practicable and except in extenuating circumstances, such notice must be provided at least two (2) hours prior to the start of the workday.

2. Personal Necessity Leave
   Unit members may utilize up to three (3) sick leave days per school year for personal necessity, and such personal necessity days shall be deducted from sick leave. When using personal necessity, the unit member must follow the procedures in Section 1(e) above for notifying MAAC of the intended absence.

3. Bereavement Leave
   a) A unit member shall be granted bereavement leave of absence without loss of pay, not to exceed five (5) workdays per loss of a member of the unit member's immediate family.
   b) Immediate family of the unit member shall be defined for purposes of bereavement leave, as the unit member's mother, mother-in-law, father, father-in-law, spouse, registered domestic partner, son, daughter, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, and aunt.

4. Pregnancy Disability Leave
   Unit members who are absent due to pregnancy related disability shall use sick leave in accordance with this article. Such leave shall be granted in accordance with all applicable state and federal laws.

5. Childbirth Leave
   A bargaining unit member who becomes a parent (male or female) shall be eligible for up to three (3) days of childbirth leave with pay. This leave shall not be deducted from accumulated sick leave, and shall run concurrently with leaves under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave and Maternity Leave.

6. State and Federal Medical Leave Act
   The leave provisions of this article shall comply with the CFRA and the FMLA. To the extent that contract provisions provide greater leave benefits, then the contract language shall prevail.

7. Judicial Leave
   Unit members shall 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.

8. Jury Duty
   A bargaining unit member shall be granted a leave of absence with pay when he/ she is required to report for jury duty or jury services, and the employee shall reimburse MAAC in the amount of the per diem compensation received for the performance of such duty.
9. Time Off for Voting
In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote. Such voting time off shall be taken at the beginning or the end of the regular working shift. A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.

10. Other Unpaid Leave of Absences
Upon approval of the MAAC, other unpaid leaves of absence may be granted for up to one (1) school year. Such leave may be extended at the discretion of the MAAC.

ARTICLE X. SAFETY

A. MAAC shall comply with all health and safety laws and regulations to which it is subject.

B. MAAC shall make every reasonable effort to provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

C. MAAC shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary action to have the condition(s) remedied. MAAC shall, in its discretion, institute such emergency safety precautions as deemed necessary.

D. Unit members shall immediately be required to report, to his/her immediate supervisor, any unsafe, hazardous, unhealthy or potentially dangerous working condition. A response will be provided to the employee within a reasonable time frame, which reflects the urgency of the concern, but in no event later than two weeks from the date of the report.

E. Unit members shall immediately report cases of physical assault or threats of violence suffered in connection with their employment to his/her immediate supervisor. MAAC shall release the employee from duty without loss of pay or benefits when he/she is required to make a statement to the police or appear in court in connection with the incident. There shall be no reprisals to the unit member for making reports to law enforcement.

F. Unit members who deem their safety, or the safety of other students, to be endangered by a student’s actions should immediately refer such student to the Director or his/her designee. Prior to returning the student to that unit member’s class, the Director or his/her designee shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.

G. A unit member shall immediately respond whenever he or she witnesses an act threatening physical harm to a student. When necessary, and if safe to do so, a unit
member shall use reasonable physical control as is necessary, to protect students and/or 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.

H. In responding to disruptive persons on campus, unit members may request the MAAC to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of MAAC but, may include ouster (removal) measures or possibly injunctive (restraining order) relief.

I. Unit members will be notified of any known instances of the following for students assigned to their individual caseloads/teacher rosters; pending or current suspension or expulsions, or any criminal convictions involving threat of violence or violence as required by law.

ARTICLE XI: EMPLOYMENT STATUS

Probationary unit members shall be those employees who have served for less than two full years of service. Such probationary employees may, at the Employer’s discretion, be disciplined, suspended or dismissed at any time during their first two years of service. Probationary employees may not appeal discipline, non-reelection/release or dismissal through the grievance procedure under Article XIII of this Agreement.

It is MAAC's intent to provide notice to probationary unit members of the decision to release the unit member at the conclusion of the school year by the third Friday in April; however, MAAC reserves the right to release a probationary unit member – either immediately or at the conclusion of the school year – after the third Friday in April.

Unit members who have completed their probationary period are referred to as regular unit members and are subject to discipline as set forth in Article XII (Discipline and Discharge) for any warnings, suspensions, or terminations that are issued by MAAC.

ARTICLE XII. DISCIPLINE AND DISCHARGE

A. Progressive Discipline

Regular unit members may be disciplined, suspended, or terminated for just cause under this Article. The Employer utilizes a discipline process which typically includes the following progression: verbal warning; written warning; suspension without pay of up to 15 days; and termination. Disciplinary action beyond a verbal warning may be appealed by a unit member through the grievance procedure set forth in Article XIII of this Agreement.

A suspension or dismissal shall be memorialized in a written Notice of Discipline/Dismissal and provided to the regular unit member in person or by certified mail. If the regular unit member wishes to appeal the discipline/dismissal, the unit member may initiate the appeal by written grievance under Article XIII submitted to the Director’s office within 20 duty days from the time the disciplinary notice is delivered to the unit member.
Nothing in this Article shall prohibit the use of a more serious disciplinary action in the first instance (violation) when an offense so warrants the imposed discipline, including suspension or immediate termination. Specifically, a unit member may be immediately suspended without pay or dismissed from employment in instances where the offense is egregious or involves immoral conduct.

B. Cause for Discipline and Dismissal

Cause for discipline and/or termination, include the following violations:

a. Unsatisfactory teaching performance based upon a written evaluation;
b. Falsifying of employment records, employment information, or other School records;
c. Theft or deliberate or careless damage or destruction of any school property, or the property of any unit member or student;
d. Unauthorized use of school equipment, materials, or facilities;
e. Possession of any firearm(s) or any other dangerous weapon(s) on school premises at any time;
f. Possession of any intoxicant on school grounds or at school events, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
g. Possession of marijuana on school grounds or at school events, regardless of whether the unit member has a prescription;
h. Being under the influence of any intoxicant while on school grounds or at a school function, including alcohol, marijuana, or any other controlled substance that impairs the unit member’s ability to perform his or her job;
i. Possession of any pornography or sexually explicit material on school grounds or at school events;
j. Absence without leave;
k. Violating any safety, health, security or school policy, rule, or procedure or engaging in any conduct which risks injury to unit member or others;
l. Committing or involvement in any act of unlawful harassment of another individual;
m. Abusive or unprofessional conduct toward a student, parent or other MCCS employee;
n. Insubordination;
o. Committing any act that threatens the safety of a student;
p. Sexual conduct towards a student;
q. Using profanity toward or in the presence of a student;
r. Excessive tardiness or unexcused absences;
s. Failure to maintain appropriate credential(s) required for the position;
t. Immoral conduct, including but not limited to egregious conduct;
u. Being charged with an optional or mandatory leave of absence offense as defined by California Education Code section 44940;
v. Conviction of a felony or of any crime involving moral turpitude;
w. Evident unfitness for service; and
x. Dishonesty.

C. Substitutes
Substitutes are non-unit members that are hired on at-will basis and shall not have any “cause” or “progressive” discipline rights under this Article.

ARTICLE XIII. GRIEVANCE PROCEDURE

Definitions:
A. A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
B. The "grievant" is the unit member, unit members, or the Association making the claim.
C. A "day" is any duty day in which the grievant is required by contract to render service.

Purpose:
The purpose of this grievance procedure is to secure, at the administration level closest to the grievance, solutions to problems which may arise from time to time. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of problems outside the structure of the grievance procedure.

Failure by a grievant to comply with the timelines of any Level of the grievance procedure under this Article shall render the grievance withdrawn and shall be construed as a waiver of the party’s rights under this Article. Failure of MAAC to respond within the timelines shall automatically move the grievance to the next level in the grievance process.

Informal Resolution:
The grievant must first notify his or her supervisor of the event or condition giving rise the grievance with the objective of informally resolving the matter. The grievant must identify the concern as a grievance to his or her supervisor, who shall meet with grievant in any attempt to informally resolve the matter.

Formal Resolution:

Level I - Director/Immediate Supervisor:

If the grievance is not resolved informally, and the grievant wishes to formally grieve the matter, he/she shall present the grievance in writing on the appropriate form to the Director/immediate supervisor and to the Association representative.

A written grievance should be filed within twenty (20) duty days after the event, act or condition giving rise to the grievance.

The written grievance shall contain the following information:
1. A concise description of the grievance including necessary names, dates, and places related to the allegation(s).
2. A listing of provision(s) of these articles which are alleged to have been violated, misapplied, or misinterpreted.

3. A listing of the specific remedy sought.

The Director/immediate supervisor shall meet with the grievant and an Association representative, if requested by the grievant or the Association. The immediate supervisor shall within ten (10) duty days after meeting with the grievant render a written response to the grievant and the Association.

**Level II – President/ CEO or His/Her Designee:**

If the grievance is not settled during the Informal Resolution or Level I stages and the grievant wishes to continue to grieve the matter, he/she shall present the grievance in writing on the appropriate form to the President/CEO or his/her designee, to the Association site representative, and to the president of the Association within five (5) duty days from the issuance of the decision at Level I.

Within ten (10) duty days following receipt of the written grievance, the President/CEO or his/her designee shall meet with the grievant. The President/CEO or his/her designee, within fifteen (15) duty days after meeting with the grievant, shall render a written response to the grievant and the Association.

**Level III - Mediation:**

Within ten (10) duty days of MAAC’s written response under Level II, either party may request mediation of the grievance before a mediator with the California State Mediation and Conciliation Service or any other agreeable mediator chosen by the parties. A grievance may also be mediated at any time after the Level I response by mutual agreement of the parties.

**Level IV- Arbitration:**

1. If the grievant is not satisfied with the disposition of his/her grievance at Level II, or after mediation in Level III is completed if the grievance is mediated, or if no written response has been rendered as required in Level II by the President/CEO or his/her designee, the Association may thereafter initiate arbitration proceedings within ten (10) duty days by providing written notice to MAAC of its intent to arbitrate the grievance.

2. If arbitration is initiated by the Association, submission of the grievance shall be made by requesting a list of arbitrators from the California State Mediation and Conciliation Service (CSMCS).

3. Should the Association and MAAC be unable to agree on an arbitrator within fifteen (15) calendar day of the receipt of the list, selection of the
arbitrator shall be made by each party striking in an alternate fashion an
equal number of arbitrators from the list to arrive at a single arbitrator.
The parties shall use a coin toss to determine the first strike.

4. By mutual agreement, the parties may request a second list of arbitrators
   from CSMSC.

5. If any questions arise as to the arbitrability of the grievance, such question
   will be ruled upon first by the arbitrator before any hearing is conducted on
   the merits of the grievance.

6. The arbitrator’s decision will be in writing and will set forth to all parties
   his/her findings of fact, reasoning, and conclusions on the issues
   submitted. The arbitrator will be without power of authority to make any
   decision which requires the commission of an act prohibited by law or
   which is in violation of the terms of this Agreement. The arbitrator will have
   no power to add to, subtract from, or modify the terms of this Agreement
   or the written policies, rules, regulations, and procedures of the employer.
   The decision of the arbitrator shall be final and binding on the parties.

7. All costs for the arbitration, including but not limited to, costs for the list of
   arbitrators, transcription and transcripts, arbitrator per diem expenses,
   travel, and subsistence expenses will be borne equally by MAAC and the
   Association.

Rights of Unit Members to Representatives:

A unit member may be represented at all stages of the grievance procedure by
Association representation.

Miscellaneous:

A. Forms for filing grievances shall be contained in the contract – see Appendix B-1
   & B-2.

B. The Association reserves the right to withdraw a grievance which has been
   appealed to arbitration.

Confidentiality of Employee Grievance File:

Employee grievance files are confidential and shall not be maintained in the employee’s
personnel file.

Release Time for Processing Grievances:
In addition to the grievant, MAAC agrees to provide no more than two (2) representatives of the Association release time for the purpose of processing grievances; however, every effort will be made to process grievances at times other than during the instructional day.

**No Reprisals**

No reprisals of any kind will be taken by the MAAC or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

**ARTICLE XIV. ASSOCIATION RIGHTS**

Section 1. MCCSEA RIGHTS

MCCSEA has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with MAAC.

Communication

MCCSEA shall have the right to use the MAAC school mail and email service and unit member mailboxes for communications to unit members in a manner consistent with the law.

MAAC/MCCS email is restricted to MAAC/MCCS business only. Such communication may be used for MAAC – Union business such as setting and confirming meetings and managing release time consistent with MAAC’s computer use policies.

MAAC computers and email are the property of MAAC and no confidentiality of information shall be expected by unit members.

Bulletin Boards

MCCSEA shall have the right to post notices of activities and matters of MCCSEA concern on the MCCSEA bulletin board which shall be provided in an area frequented by unit members.

Use of Buildings and Equipment

MCCSEA shall have the right to hold MCCSEA chapter meetings in school building at times before or after the school day subject to the availability of facilities; reasonable advance notice by the Union or Union Representative is required.

MCCSEA Union Release Time
MCCSEA shall have available four (4) total days of release time per year for MCCSEA business (total for the bargaining unit) for the purpose of attending local, state or national workshops, subject to the following conditions:

1. The unit member(s) utilizing the leave must provide written notification to his/her supervisor in advance of the requested leave.
2. The unit member must arrange for a suitable substitute according to MCCS procedures.
3. Such leave will not be utilized on days when special events or special duties require the specific presence of that individual teacher.
4. MCCSEA shall reimburse MAAC for the cost of any substitute employees hired to replace persons utilizing this leave at the usual MAAC substitute teacher pay rate.
5. Such release time will be taken in increments of not less than one full day of eight (8) hours.

Organizational Security

Dues Deduction

1. The right of payroll deduction for payments of membership dues, initiation fees, and general assessments shall be accorded exclusively to MCCSEA. MAAC shall, through its payroll provider (as allowed), deduct other voluntary payments as authorized by unit members and MCCSEA. MCCSEA members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written requests from MCCSEA to MAAC, shall be increased or decreased without re-solicitation and authorization from unit members.
2. Any unit member who is a member of MCCSEA or who has applied for membership may sign and deliver to the MAAC an assignment authorizing deduction of membership dues, initiation fees, and general assessments of MCCSEA. Pursuant to such authorization, the MAAC shall, through its payroll provider, deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. 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.
3. With respect to all sums deducted by MAAC pursuant to the sections above, MAAC, through its payroll provider, agrees to remit such moneys promptly to MCCSEA accompanied by an alphabetical list of unit members, including their names and addresses for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

Agency Fees

1. MAAC, through its payroll provider, shall deduct an agency fee from the wages of all employees who have elected not to join the Association and who have not paid an agency fee directly to the Association. The amount of agency fee must not exceed regular Association dues. Any employee who has elected not to join the Association has the right to pay the agency fee in a lump sum payment directly to the Association.

2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MCCSEA as a condition of
employment; except that 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 organization, charitable funds exempt from taxation under Section 501 c(3) of Title 26 of the Internal Revenue Code:

a. Foundation to Assist California Teachers
b. Christa McAuliffe institute for Education Pioneering
c. Cesar Chavez/Martin Luther King, Jr. Memorial Scholarship Fund

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. MCCSEA executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

3. Proof of payment shall be made on an annual basis to MCCSEA and MAAC as a condition of continued exemption from the payment of agency fee. Proof of 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 the service fee has been paid. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

4. With respect to all sums deducted by MAAC pursuant to sections above, whether for membership dues or agency fee, MAAC agrees to remit such moneys, through its payroll provider, promptly to MCCSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in MCCSEA, and indicating any changes in personnel from the list previously furnished.

5. MCCSEA and MAAC agree to furnish to each other any information needed to fulfill the provisions of this Article.

Hold Harmless Provision

MCCSEA agrees to indemnify and hold MAAC harmless against any and all liabilities (including reasonable and necessary costs and legal fees of litigation) arising from any and all claims, demands, suits, or other actions relating to MAAC’s compliance or attempted compliance with this Article, or MAAC’s implementation of this Article, or the requests of MCCSEA pursuant to this Article, or the conduct of MCCSEA in administering this Article. MCCSEA’s indemnification and hold harmless duty shall not apply to actions related to compliance with this Article brought by MCCSEA against MAAC.

ARTICLE XV. NO STRIKE - NO LOCKOUT

MCCSEA and MAAC agree that the differences between the Parties hereto shall be settled by
peaceful means as provided in this Agreement.

Section 1. - No Strike

During the term of this Agreement, MCCSEA and bargaining unit members will not engage in a strike as defined by law, including concerted refusals to perform mandatory duties and sympathy strikes.

In the event that MAAC learns of any such actual or threatened activity, MAAC shall inform MCCSEA and MCCSEA shall inform employees of their obligations under this section and shall make its best efforts to cause the activity to cease.

Section 2. - No Lockout

During the term of this Agreement MAAC will not engage in a lockout of bargaining unit members.

ARTICLE XVI. DURATION

It is agreed by the Association and MAAC that this Agreement, pending full ratification of the Agreement by both parties, shall be in effect from July 1, 2018 through June 30, 2021. In the 2019-20 and 2020-21 school years, either party may request a reopener for negotiation of salaries and/or health benefits and/or up to one non-economic issue (the evaluation procedure article shall be reopened at such time as the parties agree without counting against the reopener limitation).

If any provision of this Agreement, or the application of such provision, is subsequently determined to be contrary to or unauthorized by law, or held invalid or unenforceable by operation of law or by decision of any tribunal of competent jurisdiction, then such provision shall not be applicable, performed or enforced, except to the extent permitted or authorized by law, and such provision shall be deemed to be temporarily modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect. The parties shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired modification of the provision held invalid or unenforceable for the purpose of arriving at a mutually satisfactory replacement.

This Agreement represents the complete collective bargaining agreement and full and final agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. Any matters or subjects not covered by this Agreement have, through the parties’ proposals and counterproposals, been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. It is, accordingly, agreed that during the term of this Agreement neither party shall be bound to negotiate any addition, change, or modification of this Agreement, except as required by law and, that in the event such action is determined by MAAC to be required to bring the Agreement into compliance with law, MAAC reserves the right to take such action by management direction.
SIDE AGREEMENT BETWEEN MAAC AND MCCSEA

EVALUATION COMMITTEE

The parties agree to create an advisory evaluation committee. The purpose of the committee will be to discuss and provide recommendations regarding the development and implementation of evaluation language as well as a new evaluation tool for bargaining unit members. The committee shall be comprised of up to two bargaining unit members and not more than two School management employees. Depending on the agreed upon agenda, the parties may mutually agree that each may bring one additional person (management may bring a management representative and the Association may bring a bargaining unit representative) who is deemed to be a subject/content matter expert on an agenda item to specified committee meetings.

The committee shall meet on mutually agreed upon dates and times. Agendas for the meetings shall be developed and mutually agreed upon at the conclusion of each meeting. Unit members shall be granted reasonable release time to attend meetings occurring during their work day; however, other activities associated with participating on the committee that take place outside of the professional workday shall not be paid. MAAC and the Association’s committee members agree to keep their respective parties up to date on the status of the committee’s work. The committee shall provide written recommendations to the respective bargaining teams no later than December 21, 2018, unless otherwise agreed upon in writing by the parties. The parties’ respective negotiation teams shall meet to finalize bargaining regarding the implementation of an evaluation tool, process, and to finalize the Evaluation Procedures article. Such negotiations will take place as part of the parties’ subsequent round of negotiations commencing in the 2019/2020 school year.

The committee and this Side Agreement shall terminate at the later of the following dates: as part of the parties’ subsequent round of negotiations commencing in the 2019/2020 school year, or the date the written recommendations are provided to the parties’ negotiation teams.
APPENDIX A - MAAC/MCCSEA TEACHER SALARY SCHEDULE 185 DAY YEAR

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Special Education Certification - $3,000 Annual Stipend in Addition to Above

All Placements Require a Valid Teaching Credential

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### APPENDIX A - MAAC/MCCSEA TEACHER SALARY SCHEDULE 190 DAY YEAR

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Special Education Certification - $3,000 Annual Stipend in Addition to Above

All Placements Require a Valid Teaching Credential

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### APPENDIX B - MAAC/MCCSEA Grievance Report Form
APPENDIX B-1 - MAAC/MCCSEA GRIEVANCE REPORT FORM

______ LEVEL I  (Filled at site level only after preliminary conference has been held and grievance is not resolved)

______ LEVEL II  (To be sent to the Director or his/her designee)

Name of Grievant: ___________________________ Date: ________________________________

Job Title: _________________________________

Director/Supervisor

COMMENTS: A description of the grievance including names, dates and places with a listing of the provision(s) of this Agreement which are alleged to have been violated, misapplied, or misinterpreted

________________________________________

PROPOSED REMEDY:

I HAVE REVIEWED THIS WITH MY Director/Supervisor on ____________________

Date

Signature of Grievant ___________________________ Date Submitted: ________________
APPENDIX B-2 - MAAC/MCCSEA GRIEVANCE REVIEWED – LEVEL 1

Date Received: _____________________

Name of Grievant: _____________________ Grievance #: _____________________

Job Title: _____________________

Name of Grievance Representative: _____________________

Management Representatives in Attendance: _____________________

DECISION OF DIRECTOR/SUPERVISOR;

________________________________
Signature of Director/Supervisor

Date

Printed Name/Title