

**MASTER AGREEMENT**

**MERCED CITY SCHOOL DISTRICT**

**AND**

**MERCED CITY TEACHERS'  
ASSOCIATION**

**July 1, 2021 – June 30, 2022**

## **AGREEMENT**

This is an agreement made and entered into this 2020-2021 school year, which is effective on the first day of July, 2020, between the Merced City School District (hereinafter referred to as "District") and the Merced City Teachers' Association (hereinafter referred to as "Association").

## **SIGNATURES**

MCS D BOARD OF EDUCATION  
FOR THE BOARD

MCTA OFFICERS  
FOR THE ASSOCIATION

(Signatures are on file for both parties at the District Office)

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## **ARTICLE 1 – RECOGNITION**

The Merced City School District (“District”) recognizes the Merced City Teachers Association (“Association or MCTA”) as the exclusive representative of all certificated employees, including teachers, summer school teachers, counselors, speech and language pathologists, speech and language pathologists, psychologists, and nurses.

However, the unit shall exclude all part-time and full-time management, supervisory and confidential employees, substitute teachers, and all home-hospital hospital teachers.

## **ARTICLE 2 – TERM & REOPENERS**

- A. This Agreement shall remain in full force and effect up to and including June 30, 2021.
- B. If a successor Agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is ratified by both parties.
- C. In the 2021-2022 school year, the entire collective bargaining agreement will be open for negotiations.

### **ARTICLE 3 - NEGOTIATION PROCEDURES**

- A. After January 1 of the calendar year in which this Agreement expires, the parties agree to meet and negotiate in good faith on negotiable items. Such negotiations shall not begin until public notice requirements are met. The agreement reached between the parties shall be reduced to writing and signed.
- B. Either party may, at its own expense, utilize the services of outside professional consultants.
- C. Negotiations shall take place at mutually agreeable times and places after public notice requirements are met.
- D. Either party may caucus for reasonable purposes and as frequently as deemed necessary.
- E. Upon agreement of any negotiated provision, a representative of each party will initial said provisions as tentative agreements. The parties shall assemble all tentative agreements into one finalized agreement document, with the understanding that final ratification needs to be secured from the Board of Education and the MCTA membership.
- F. The Association shall designate no more than five (5) representatives who shall each receive release time (not to exceed forty-five (45) days, aggregate total for the team) without loss of compensation for negotiating sessions.
- G. Each party may have up to five (5) negotiators actively participating at any one time and up to four (4) observers.

#### **ARTICLE 4 – SAVINGS & EFFECT OF AGREEMENT**

- A. If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law; but all other provisions will continue in full force and effect. In such event, the employer and the Association shall, upon request of either party, immediately commence negotiations regarding the means of compliance with such law or decision.
- B. The District and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties which may not be modified unless by mutual consent in writing.

## **ARTICLE 5 - DISTRICT RIGHTS**

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its employees; 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; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out non-bargaining Unit work; and take action on any matter in the event of an emergency (an act of God beyond control of District). In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- 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 consistent with the terms and conditions of this Agreement, and then only to the extent such specific and express terms are in conformance with law. District rights or the exercise of these rights if not specifically enumerated in this Agreement shall not be subject to this Agreement's Grievance Procedure.

## **ARTICLE 6 - ASSOCIATION RIGHTS**

- A. The Association and its members shall have the right to the use of school facilities for Association business. Such right shall be contingent upon securing the permission of the site administrator. The site administrator may deny permission if the facilities have been previously reserved or if the usage by the Association would interfere with school activities.
- B. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in areas frequented by Unit members in each school building. The Association may use the regular District mail service and teacher mailboxes for communications to Unit members subject to the same procedures as those established for regular District mail. The Association may access E-mail for organizational use in accordance with the following guidelines:
1. The Association shall only use District email for the purpose of distributing official communications to unit members regarding matters within the scope of representation, subject to reasonable regulation to prevent disruption of District services or operations or disclosure of confidential information. Association use of District email shall not interfere with Unit members' performance of work related duties.
  2. Unit members and Association use of District email shall comply with the District's acceptable use policy applicable to employees.
  3. Unit members shall not use District email for the purpose of discussing or exchanging information, opinions, or ideas regarding Association business among Unit members.
- C. Representatives of the Association may conduct official Association business with Unit members during the normal workday as long as the principal and union representative agree to relieve the teacher from classroom duties. Such official business must be directly related

to the Master Contract. Official representatives of the Association shall report to the school or District Office before visiting any employee on the premises of the school or District building.

- D. The Association may, at regularly scheduled meetings, announce meetings of the organization, including agenda items to be considered. The Association's faculty representative may schedule school Unit member meetings for Association business.
- E. Nothing in these rules shall be construed to withhold from any individual Unit member the rights and privileges he/she may possess as an individual employee of the school district.
- F. The District shall provide classroom substitutes for local Association officers up to a cumulative total of sixty (60) days to conduct Association business. Association shall have paid leave equal to a total of ten (10) days for its elected officers or designees to utilize for local, state, or national conferences or for conducting other business pertinent to Association affairs in any one school year. These representatives shall be excused from school duties upon five (5) days advance notification to the Department of Human Resources by the Association President. The District shall pay for the substitutes for ten (10) days Association Leave. The cost of the substitutes shall be reimbursed to the District by the Association at the current substitute rate for any Association days beyond the ten (10) days paid by the district.
- G. A seniority list shall be prepared by the District and electronically delivered to the President of the Association by the last working day of September, January and May of each school year. The seniority list shall be in rank order of the bargaining Unit members' seniority as defined in the Transfer and Reassignment Article section A.4. The Seniority List shall contain, the employee's seniority date, employment status, type of credential, and full-time equivalent ("FTE") status.

H. New Bargaining Unit Member Orientation/On-Board (AB 119)

1. Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new employee of their benefits, duties, responsibilities, and other employment related matters (“orientation/on-board”).
2. The District shall provide an annual new bargaining unit member orientation/on-board for all newly hired Bargaining Unit Members to take place within (10) calendar days prior to the first day of school, except when no new bargaining Unit Members are commencing employment at the beginning of the year.
3. Any new Bargaining Unit member(s) hired after the start of the school year shall be provided an in-person orientation/on-board meeting with a representative of the Association within (10) calendar days from the date of hire.
4. New Bargaining Unit Members will be compensated at their daily rate of pay for the time spent attending the required orientation/on-board meeting with the representative of the Association when either occurs outside of the contract year and/or contract day.
5. The District shall provide written notice of the date, time, and location of all Bargaining Unit member orientation/on-board meetings by electronic email to the Chapter President, at the time it is calendared.

I. Association participation in New Bargaining Unit Member Orientation/On-Board

1. The Association shall be provided up to thirty (30) minutes of uninterrupted time, within the contract day, during the Bargaining Unit Member orientation/on-board meetings.
2. The District Administration will excuse themselves during the Association’s thirty (30) minutes.

3. The Association may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-board meetings. The Association shall have access to District audio-visual equipment for Association time.
4. If the orientation/on-board meetings are held during contractual time, the Association shall have District paid release time for up to two (2) Bargaining Unit Members to attend and participate in the orientation/on-board meetings.

J. New Bargaining Unit Member Information

The following new Bargaining Unit Member information will be sent from the District to the Association President electronically or in Digital Excel Format on the last working day of September, January, and May each year:

Name

Date of Birth

Home Address (if available)

Phone Numbers (Cell, Home, Work, as available)

Personal Email Address (not district email), if available

Work/School Site

Grade Level Assignment

K. Grievability

Violations of this Article shall be subject to the grievance article of the collective bargaining agreement between the parties.

## **ARTICLE 7 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

Any unit member who is a member of the Merced City Teachers Association, CTA/NEA, or who has applied for membership, may sign and deliver to MCTA a form authorizing deduction of union membership dues, initiation fees and general assessments in the Association.

MCTA hereby certifies that it has and will maintain individual employee authorizations for payroll deductions for union dues pursuant to Education Code Section 45060, subdivision (f). MCTA shall not be required to submit to the District a copy of the unit member's written authorization in order for the payroll deductions described in this article to be effective, unless a dispute arises about the existence or terms of the written authorizations.

MCTA shall provide the District with written notification of all new employees for whom dues are to be withheld via payroll deduction. Employee requests to cancel or change authorizations for payroll deductions for MCSD shall be directed to MCTA, which will be responsible for processing these requests. MCTA shall provide the District with written notification of any cancellations or changes to employee authorizations for payroll dues deductions. All current employees who are members of MCTA shall continue to have dues deducted by the District through payroll deduction unless the District is notified otherwise in writing by MCTA.

MCTA shall indemnify and hold harmless the District for any claims made by the unit member for deductions made in reliance on its notification to the District or on information that it provides to the District regarding employee payroll deductions pursuant to Education Code Section 45060,

subdivision (f). MCTA further agrees to pay all of the District's legal fees and costs incurred in defending against any court and/or administrative action challenging the deduction of dues pursuant to this Article, provided that MCTA shall have the exclusive right to decide whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

Based upon the information provided by MCTA, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member for whom MCTA has identified as authorizing payroll deductions for dues 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. The duration of a unit member's membership shall be pursuant to the terms of their written authorization and agreement with MCTA/CTA/NEA.

With respect to all sums deducted by the District for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made. The District will also provide to MCTA a secure, electronic complete alphabetical list of all unit members.

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

## **ARTICLE 8 - TAX SHELTERED ANNUITIES**

- A. Unit members are given the opportunity to enter into an annual wage amendment for the purpose of effecting a reduction in the salary paid for the current school year, and each succeeding school year thereafter, unless revoked or amended by the Unit member. For those who voluntarily elect to accept such reduction in the net salary paid, the District will pay to a company designated by the Unit member, an amount equal to the reduction in salary as sheltered contributions within the meaning of the provisions of Section 22154 of the California Education Code. Such payment shall be for the purchase by a Unit member of an annuity within the meaning of Section 403 (b) of the Internal Revenue Code, as amended, and Chapter 2025, Statutes of 1963 as amended, of the California Revenue and Taxation Code. Once a Unit member is in the program, three (3) changes of the carrier and or the contract amendment will be permitted per calendar year. (Maximum total of three (3) changes per calendar year).
- B. Any Unit member participating in a Tax Shelter Annuity or Deferred Compensation program will be required to sign a statement accepting full responsibility for any cost assigned to the District in the event he/she is found to be sheltered beyond the legal limit by any State or Federal regulatory agency. Such payment shall be made to the District on demand.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "grievance" shall mean a claim by a grievant that a dispute or a disagreement exists involving a violation, misinterpretation or misapplication of the specific terms of this Agreement.
2. A "grievant" shall mean a member or members of the bargaining Unit filing a grievance.
3. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean teacher contract days except as otherwise indicated.
5. "Immediate supervisor" is the first level administrator having the authority to resolve grievances.

### **B. Procedure**

1. The timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. Failure by representatives of the District to adhere to the deadlines in this Article shall allow the grievant the right to appeal to the next level. Failure of the grievant to adhere to the deadlines in this Article shall mean that the grievant has waived the right to appeal to the next level. The time limits specified may, however, be extended by mutual agreement.
2. When a grievance is filed at such time that it cannot be processed through all the levels in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to party in interest, the time limits set forth shall be reduced by mutual agreement so that the

matter shall be resolved before the close of the school term or as soon as possible thereafter.

C. Level I – Informal

1. Before filing a grievance, and within ten (10) days following knowledge of the act or condition which is the basis of the complaint, the grievant shall meet with his/her immediate supervisor to discuss the grievance and solve the problem at the lowest level; to clarify issues, state the solution, and work cooperatively toward settlement.
2. If such discussion fails to resolve the matter, the grievance will be referred within five (5) days to Level Two.

D. Level II - Formal

1. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may submit a written grievance to his/her immediate supervisor. Such appeal must be made within five (5) days after presentation of the grievance at Level One. The written information shall include: a) a clear statement of the occurrence of an act or omission or any other circumstance giving rise to the grievance, including names, dates, and places necessary for a complete understanding of the grievance; b) a listing of the specific provisions of this Agreement which are alleged to have been violated or misapplied; c) a listing of why the immediate supervisor's proposed resolution of the problem is unacceptable; and d) the specific remedy sought.
2. The immediate supervisor or designee shall communicate in writing his/her decision within five (5) days.

E. Level III - Formal

1. If the grievant is not satisfied with the decision at Level Two, he/she may appeal to the Superintendent or designee. Such appeal must be made within five (5) days. The

written information shall include all that which was submitted for Level Two above, a copy of the response to Level Two, and a listing of the specific reasons why the Level Two response is unacceptable.

2. Within the five (5) day period, the Superintendent shall arrange for a conference with the grievant.
3. The Superintendent or designee shall communicate in writing his/her decision within five (5) days.

F. Level IV – Mediation

1. In the event that the grievant is not satisfied with the decision at Level Three, he/she may request formal mediation. Such request must be made within ten (10) days of the Level Three decision. Notice that the grievance is being referred to mediation shall be provided to the Superintendent or designee within five (5) days of the level three decision. Either party may contact California State Mediation and Conciliation Services (SMCS) to request the assistance of a mediator. The mediator shall be assigned by SMCS based on their availability and the availability of the Superintendent and the CTA Labor Relations Representative, or designee(s). In the event that either party objects to the mediator assigned by SMCS, the objecting party may request that SMCS assign a new mediator to assist the parties in seeking a resolution to the grievance. The mediator shall attempt to resolve the dispute and assist the parties in reducing the resolution to writing. If no resolution is reached within a reasonable time period as determined by the assigned mediator, the mediator shall issue notice to the parties that level four has been concluded.

G. Level V - Formal

1. In the event that the grievant is not satisfied with the outcome of mediation at Level Four, he/she may request to the District that the grievance be submitted to an

arbitrator. Such request must be made within five (5) days. Such request must be agreed to in writing by the Association. If any question arises to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

2. Within ten (10) days of the submission of the grievance to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain such commitment from such arbitrator to service. If the parties fail to reach agreement on an arbitrator within ten (10) days, submission of the grievance shall be made to the American Arbitration Association. In either event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Arbitration Rules of said Association.
3. The arbitrator shall be limited to the issues submitted and shall consider nothing else. No evidence shall be submitted that was not submitted at Level Three. Nothing can be subtracted from the Agreement between the parties or any policy of the District.
4. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
5. The costs for the services of the arbitrator, including filing fees, per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of the hearing including transcriptionals, reports, etcetera, as required by the arbitrator will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

6. With regard to grievances involving an alleged violation, misinterpretation or misapplication of this Master Agreement, the award or opinion of the arbitrator will be binding upon the parties.

H. Rights to Representation

1. If in the judgment of the Association, a grievance affects a group of teachers, involving more than one (1) school site, the Association may initiate such grievance to the Superintendent or designee directly as a Level I informal grievance, subject to the applicable timelines provided in C.1 above. If the grievance is not resolved at informal Level I, within five (5) days of the meeting with the Superintendent or designee, the Association may file a formal written grievance at Level III – Formal. Class grievances are those involving more than one (1) supervisor and grievances involving administrators above the building level.
2. If a majority of Unit members at one (1) site vote by secret ballot, pre- numbered, distributed and collected at a meeting of the site Unit members, the results of which indicate that a majority of all Unit members at that site have a common grievance against their immediate supervisor, the faculty grievance representative may act as their representative in processing the grievance from Level Two. The immediate supervisor shall supervise the counting of the ballots.
3. Should the investigation or processing of any grievance require that a grievant and/or Association representative be released from their regular assignment and duties, such release time shall be without loss of pay or benefits.
4. A grievant may be represented by himself/herself and/or at his/her option, by no more than two (2) Association representatives selected by the Association. The immediate

supervisor shall be notified at least twenty-four (24) hours prior to the conference for this option to be exercised.

5. Nothing contained herein shall be construed as limiting the right of any grievant having a complaint to discuss the matter informally with the immediate supervisor and to have the problem adjusted without the intervention of the Association as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement.
6. No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
7. For purposes of efficiency, the District may consolidate grievances involving similar issues.

## **ARTICLE 10 - PROCEDURES FOR EVALUATION**

### A. Definitions

The following terms shall be governed by the definitions set forth below for purposes of this Article:

1. “Evaluation” shall mean a formal process where an assigned supervisor reviews and measures the overall performance of the unit member based on the California Standards for the Teaching Profession (CSTP). The evaluation shall provide feedback to the unit members on areas of strength and area for improvement when necessary.
2. “Observation” shall mean a formal process where the assigned supervisor observes a classroom lesson and/or a unit member in the performance of their duties and provides feedback specific to the unit member’s performance on the lesson or in the performance of the unit member’s duties.
3. “Pre-conference Meeting” shall mean a meeting between the unit member and the supervisor who will be conducting the observation of the unit member to discuss the lesson plan or duties that will take place during the observation.
4. “Post-Conference Meeting” shall mean a meeting between the unit member and the supervisor who has conducted the observation of the unit member to discuss, review, and provide feedback on the observation of the unit member.
5. “Improvement Plan” shall mean a written plan provided to the unit member that outlines the areas needed for improvement, strategies, plans, and resources to support the unit member in improving their performance.

6. “Final Evaluation Form” shall mean the document that summarizes the observation(s) and provides an overall rating of performance.

B. Evaluation Procedures Applicable to All Unit Members

1. The evaluation and assessment of performance of each certificated employee shall be made on a continuing basis and shall be comprehensive (including observations and multiple classroom visits by site evaluator) based upon Standards 1 through 6 of the California Standards for the Teaching Profession (CSTP). Current law and compliance with District Policies, Regulations, and administrative directives as required by law shall also apply.
2. Evaluation will include frequent communication between the evaluator and the evaluatee.
3. The principal or administrative designee is responsible for the evaluation of all school-based teachers and other certificated staff assigned. When a teacher has responsibilities at two or more sites, the supervisor of each of those sites will provide information relating to the evaluation. However, one person shall be designated as the evaluator with responsibility for making the summary evaluation form in writing and submitting a copy thereof to the teacher evaluated. The designated evaluator shall be the supervisor at the site where the teacher has the greater assignment. In the case of assignments that are equally split, the teacher has the opportunity to designate their preference to the Human Resources Administrator. The Human Resources Administrator shall take into account the request when making the decision of who shall conduct the evaluation.

4. By the end of September, the evaluator shall provide training on the evaluation process and procedures within the contracted day for the Unit member as to the evaluation process.
5. During the course of the evaluation period, circumstances, including those situations which the Unit member has no authority or ability to correct, may arise which require modification of the evaluation timeline. These modifications will be mutually agreed upon by the evaluator and evaluate.
6. Each evaluation shall be based upon at least one (1) observations lasting either the length of the lesson and/or twenty minutes. The Unit member will be notified at least twenty-four (24) hours in advance of the time and date for which they will be observed. The evaluator shall meet with the unit member within seventy-two (72) hours after the observation to review performance toward goals.
7. A minimum of two (2) observations shall take place prior to any negative comments or judgments being included in the evaluation. Negative comments shall be reduced to writing and provided to the Unit member during the post-observation meeting. This observation report shall be signed by the Unit member and shall become the basis of a written plan for improvement.
8. The evaluator shall recommend an improvement plan in writing, if needed, to correct any cited deficit(s) identified on the final evaluation form. Such plan shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and may include release time for the Unit member to visit and observe similar classes.

9. In the evaluation no negative comments shall be included unless at least one (1) unsatisfactory mark in the same CSTP standard element is included on two (2) separate observations.
10. The evaluator shall not base his/her evaluation of a Unit member on any information which was not collected through observation of such Unit member. Unsubstantiated statements shall be excluded from written evaluations.

C. Evaluation Procedures Applicable to Probationary Unit Members Only

1. By October 15, Probationary Unit members shall meet with the evaluator to collaborate on the performance goals and selection of one element from each of the six (6) CSTP standards. Although probationary teachers are expected to adhere to all elements of the CSTP as part of the evaluation process, the primary focus of the evaluation shall be on CSTP Standards 1, 2, and 3.
2. Probationary Unit members shall be evaluated by the administration in writing once each school year no later than March 1.
3. All probationary unit members will have at least two observations per school year. The first observation for probationary unit members shall be no later than October 31 and shall be at least twenty (20) consecutive minutes in duration. The final observation for probationary unit member observations shall be no later than February 15.
4. Except for being evaluated every year, probationary Unit members shall be evaluated in the same manner as permanent Unit members.

D. Evaluation Procedures Applicable to Permanent Unit Members Only

1. By October 15, permanent Unit members shall meet with the evaluator to collaborate on the performance goals and selection of one element from each of the six (6) CSTP standards, which will be the primary focus of the evaluation.
2. Every permanent Unit member shall be evaluated by the administration in writing at least every other school year, no later than May 1 of the year in which the evaluation takes place.
3. All observations for permanent unit members shall be conducted no later than April 15 and shall be at least twenty (20) consecutive minutes in duration.

**Meetings, Observations, Evaluations Due Dates**

Classification	Training	Discuss Standards	1 <sup>st</sup> Observation	Final Observation	Final Evaluation Form
Probationary	September 30	October 15	October 31	February 15	March 1
Permanent	September 30	October 15	n-a	April 15	May 1

Items listed above are due no later than the date specified.

**\*Observation, evaluation, rubrics, forms, etc. will be added as appendices to the contract as developed by the evaluation committee and ratified by both parties.**

**ARTICLE 11 - DISCIPLINE SHORT OF DISMISSAL, PERMANENT UNIT MEMBERS**

A. No Permanent Unit member shall be disciplined or suspended without just cause. The philosophy of the District and the Association is to promote professional behavior of all staff. It is the practice of the District to utilize progressive steps to improve professional behavior when a pattern of unprofessional conduct exists. It is expected that all steps in this process shall be kept confidential.

B. The Improvement Process shall involve the following steps:

1. Verbal warning (which may include a conference summary memo)
2. Conference with written record
3. Written warning
4. Written reprimand

C. Discipline - Just cause includes the principles of Progressive Discipline except as noted in 3 below.

1. Written letter of reprimand(s) may be placed into personnel file with a written rebuttal by Unit member.
2. The District may suspend a teacher without pay for ten (10) workdays or less per school year for just cause. Before discipline is imposed, the District shall notify the Unit member, in writing, of such contemplated disciplinary action. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of reasonable professional expectations, rules, regulations, or statutes which the Unit member is alleged to have violated. The District shall treat documentation regarding such actual or proposed disciplinary action as personnel records under the California Public

records Act. The Unit member will be provided a notice of the right to appeal such suspension by filing a grievance at Level Three (3) under the Grievance Procedure of the Contract.

3. If the behavior of a Unit Member is serious enough to warrant immediate removal from a site, the District may suspend the Unit member, with or without pay. In addition, if the behavior of the unit member is serious enough, one or more of the improvement process steps in Section B above may be skipped or the District could suspend the unit member without pay in accordance with this article.

D. Unit members shall have the right to exercise their rights under the Grievance Article, for a written reprimand or suspension without pay.

E. A copy of any written reprimand or notice of suspension will be forwarded to the Association at the same time it is given to the Unit member, unless the Unit member objects, after being informed by the District of this process.

F. Unit members shall be notified in advance of any conference, which could result in a written record, and the reasons for the conference. Unit members shall be afforded the opportunity for Association representation (no more than two) prior to any conference with an administrator as part of progressive discipline, except verbal warnings.

G. A written reprimand shall be sealed in the Unit member's personnel file after four (4) years if no additional discipline for conduct of the same nature has occurred.

H. Nothing in this Article shall preclude the District from exercising its rights under the California Education Code. Unit members shall also retain all of their rights to respond to any District initiated discipline proceeding granted by the California Education Code.

I. The District reserves its rights under the District Rights Article of this Agreement.

## **ARTICLE 12 – TRANSFERS AND REASSIGNMENTS**

### A. Definitions

1. “Transfer” shall mean a change from one (1) work site to another.
2. “Reassignment” shall mean a significant change in grade level (i.e., two or more grades), or a change in subject area assignment in grades 7-8. In the event of a resignation or retirement, unit members will have the opportunity to submit for the position prior to administration making a grade level or subject area assignment change.
3. An “available position” shall mean any position that does not have a Unit member assigned to it, including any position that is vacated due to resignation or retirement, provided that the position will be staffed by the district the subsequent year. “Available position” shall also mean a position that becomes available on or after the Friday immediately before the Labor Day Holiday.
4. “Seniority” is defined as the date a Unit member first rendered paid service in a probationary certificated position in the District or rendered paid service to the District after reemployment following resignation from the District.
5. “Specialized Position” is defined as any position created by the District for which a unit member can apply and will serve in a special capacity or program outside a regular classroom teacher role. A “Specialized Position” shall be designated as such prior to the District posting for the open position. Specialized Positions for purposes of this article currently include: Teacher on Special Assignment (TOSA), Intervention Teacher, and Teacher Librarian. No additional position will be added to this description unless it is mutually agreeable to MCTA and MCSD administration. Both

parties agree to reevaluate the positions included on this list during the 2022-2023 school year.

B. Voluntary Transfers and Reassignments

1. Available positions shall be posted electronically by e-mail to each unit member and on the District Web site. A printed copy shall also be made available at each work site. The announcement for the available position shall contain a closing date for submitting requests for transfer or reassignment which is at least five (5) working days following the posting, unless the District and MCTA mutually agree to a shorter posting period in any particular instance. The announcement for available positions shall at a minimum contain a position title, work site, and the credentials and qualifications necessary to meet the requirements of the position. No transfer or assignment shall be made until after the closing date indicated on the notice.
  - a. If an available position occurs on or after the Friday immediately before the Labor Day Monday Holiday, the formal posting process will not be followed. Instead:
    - i. Available positions will be filled with unit members or outside applicants who will be provisionally assigned through the end of the school year.
    - ii. After March 1 of the school year, the normal posting process will begin for any such available positions that will be staffed by the District for the following school year. Current unit members selected to take a position that was previously filled on a provisional basis under section a.1 above shall commence work in the new position on the first day of the next work year.

2. Unit members shall submit a written or electronic request, on the Voluntary Transfer Request Form, for transfer or reassignment within the five day posting window for any position in which they are interested. The transfer or reassignment will be for the following year, unless it is prior to the Friday immediately before the Labor Day Monday Holiday as per Section B.1.a above.

a. Permanent Unit members shall be given consideration for any available position. To ensure quality education, the best qualified applicant shall be selected using the following criteria, in this order:

- (1) credential relevant to the position
- (2) any teaching experience at the specified grade level or one grade level above or below plus up to a maximum of (5) years of any teaching experience within the District
- (3) District seniority
- (4) evaluations (performance in the District).

As an example of (2) above: a Kindergarten teacher with 10 years of Kindergarten teaching experience only, wants to apply for a 5<sup>th</sup> grade position. This teacher would have zero years of grade level experience (on/above/below), but would be granted 5 years of District experience to count toward being selected for the position.

It is the unit member's responsibility to include all the pertinent information, specific to the announcement in the transfer or reassignment request. Interviews will be held only if all candidates are equal after applying the above criteria. The transfer or reassignment applicant chosen to fill the position after

applying the above criteria will be expected to agree in writing to the terms of the position as posted.

- b. A Permanent Unit member may only voluntarily transfer or be voluntarily reassigned to one new position per school year.
  - c. A Permanent Unit member who applies to be transferred or be reassigned to more than one position will indicate the preferred position in order of preference. If not, the District retains the right to final placement.
3. Unit members who do not fulfill the terms of the posted position may be involuntarily transferred or reassigned to another position. This determination will be made at the discretion of the superintendent or designee after consultation with the teacher.
4. Transfers and reassignments shall not be denied arbitrarily, capriciously, or without basis in fact.
5. If a transfer or reassignment is denied, the Unit member, upon request, made no later than 5 work days following the receipt of the denial, will be given a written rationale for the denial. The Unit member who is denied a transfer and/or his/her representative (with the knowledge of the Unit member), may request no later than 5 work days following receipt of the denial, a meeting with the administration to discuss the issue, which shall be granted upon receipt of timely request.
6. Assignments for Specialized Positions shall not follow the process as outlined in Article 12B. The assignments for specialized positions shall be selected using the following process:
  - a. Unit members shall complete and submit an application for any specialized position by the designated due date.

- b. An interview panel made up of equal members from MCSD Administration and MCTA unit members shall conduct interviews of unit members who have completed and submitted an application. Both parties shall select their own members to serve on the interview panel. Both parties can agree to screen and limit the number of interviews based on the number of applicants and open positions.
- c. A unit member's teaching experience, training relevant to the position, and quality of interview will be considered as a part of the selection process.
- d. Selection of a unit member for the specialized position shall be decided by a majority of the panel members. For the 2021-2022 school year, if the panel is deadlocked on a candidate selection, then a random selection process shall be used.
- e. If a Specialized Position is posted after a unit member has already utilized their one voluntarily transfer and/or reassignment for a given year, they may still apply and be considered for the Specialized Position.

C. Involuntary Transfer or Reassignment

- 1. Unit members shall not be involuntarily transferred or involuntarily reassigned arbitrarily, capriciously, or without a basis in fact.
- 2. Notice of involuntary transfer or reassignment shall be given to Unit members as soon as possible, and no later than June 1st, except in cases of emergency or when balancing classes prior to the Friday immediately before the Labor Day Monday holiday of any school year calendar. In the event two or more Unit members have the same district seniority date, the tie shall be broken by lottery.
- 3. If an involuntary transfer becomes necessary, the Unit member at the affected

elementary work site or middle school credential area with the least district seniority shall be transferred, excepting those teachers in Special Education.

4. When an involuntary reassignment is necessary, the site administrator will use the following procedures:
  - a. Inform the entire staff of the necessity, define the problem, seek potential solutions from them, and seek volunteers prior to making any involuntary reassignment.
  - b. Meet with teachers of the affected work site, grade level or middle school credential area, consider options recommended by the staff, brainstorm new options, and agree upon an acceptable solution. If agreement cannot be reached, assignments will be determined using the following procedure: the Unit member with the least District seniority at the elementary work site or middle school subject area shall be reassigned excepting those teachers in Special Education.
5. The procedures outlined in Article 12.C. 1-4 shall be strictly followed in the case of involuntary transfers. However, administrative involuntary transfers or reassignments may be made by the district without adhering to Article 12.C.1-4 in the following circumstances provided such discretion is not exercised arbitrarily, capriciously, or without a basis in fact:
  - a. Safety of students and/or staff
  - b. Transfers compelled due to significant fiscal constraints
  - c. The District's decision to discontinue or reduce a specialized program
  - d. Adverse impact to the school site

Such an administrative transfer or reassignment shall take place only after a meeting between the Unit member and/or his/her representative (with knowledge of the Unit member) and the administrator. The Unit member shall be notified of the reasons for the administrative transfer or reassignment.

6. Involuntary transfers or reassignments shall not be used as a disciplinary measure. Any Administrative Transfer or reassignment which has a basis in fact under paragraph 5, above, shall not be deemed disciplinary for purposes of this paragraph, notwithstanding, any parallel disciplinary action.
7. If a Unit member is involuntarily transferred or reassigned after the first day of school, he/she shall be given up to five (5) days of non-teaching duties to prepare for reassignment. In-service days shall not be counted as part of the five (5) days. The District may be obligated to provide additional supplies and textbook allowances which the teacher and principal may jointly deem necessary for the new assignment. In lieu of working up to five (5) days to prepare for the new assignment, Unit members may choose to prepare on their own time, outside of the workday, and be paid the hourly non-instructional rate for up to five (5) days or up to 36.25 hours.
8. If a Unit member is involuntarily transferred or reassigned, the District shall, at the Unit member's request, provide for the movement of all materials and equipment from one assignment to another.
9. If, after an involuntary transfer has been accomplished pursuant to paragraphs 1-4 above, the specific assignment from which the transferred employee reopens in the school from which the employee was transferred, the employee shall be given first priority for reinstatement within twelve months from the date of transfer if he/she so desires. The employee who was transferred shall be transferred back to the initial assignment upon written request at the

beginning of the following school year. This transfer will count as that employees one voluntary transfer for that year.

D. District Transfer of Specific Positions

School Psychologists, Nurses, Speech and Language Pathologists, and Specialized Positions, may be assigned, reassigned or transferred at the discretion of the District to meet program needs. The District shall seek volunteers prior to making any involuntary transfers/reassignments. A District initiated transfer or reassignment shall take place only after a meeting between the Unit member and/or his/her representative (with knowledge of the Unit member) and the administrator. Upon request, the Unit member shall be notified of the reasons for the transfer or reassignment. Unit members shall not be transferred or reassigned arbitrarily, capriciously, or without a basis in fact.

## **ARTICLE 13 –HOURS**

### **A. Work Hours**

1. The work day for Unit members (including teachers, counselors, librarians, and speech language pathologists) is seven (7) hours and fifteen (15) minutes, which includes a minimum duty free lunch period (“Work Day”). Requirements under adjunct duties will periodically need to go beyond the work day.
2. The work day for school psychologists is eight (8) hours, which includes a fifty (50) minute lunch period per day. Based up on the duties of school psychologists, there shall be no designated preparation period. School psychologists shall be assigned adjunct duties proportional to the percentage of time served at a school site. Such duties may necessitate working beyond the work day. There shall be no additional compensation for performing these professional responsibilities.

### **B. Lunch**

The teacher lunch period will be fifty (50) minutes per day. However, each school site may elect to pilot a lunch period configuration on a year-to-year basis as long as at least seventy-five percent (75%) of the affected staff is in agreement. The pilot lunch period may be continued in succeeding years as long as there is annual agreement by seventy-five percent (75%) of the affected staff for the continuation.

### **C. Work Year**

1. The work year for Unit members is one hundred and eighty-four (184) days, except for speech therapists, who will be assigned to one hundred and eighty-eight (188) days, school psychologists who will be assigned to one hundred and ninety (190) days, teachers new to the District, who will be assigned one hundred and eighty-six (186) days, and teacher librarians who will be assigned to one hundred and eighty-

nine (189) days. There will be one hundred and eighty (180) instructional days. Of the one hundred and eighty-four (184) work days, up to two (2) days of the first four (4) days of the school year may be used by site/district administrators for meetings, inclusive of orientation and kindergarten round-up. Two (2) of the first four (4) days of the school year are reserved for teacher preparation and classroom set-up.

2. The last working day in December shall be a minimum day.
3. The work year for school psychologists shall be one hundred and ninety (190) days per school year, one hundred and eighty-four (184) of which match the work year for teachers with the six (6) remaining days being scheduled by their supervisor. School psychologists shall be considered 11 month employees, based upon their assigned number of work days.

D. Adjunct Duties

Adjunct duties include Back to School Night and Open House.

E. Meetings

Mandatory general meetings and/or mandatory staff development meetings that are initiated by the site administrator shall not exceed four (4) hours per month and such meetings will be scheduled outside the work day (“Mandatory Meetings”). Site administrators shall communicate in advance whether a meeting is voluntary or mandatory. Voluntary participation in “voluntary” site level meetings shall not be included within the four (4) hours stipulated above “Voluntary Meetings.”

F. Professional Growth Meetings

Meetings of committees for which growth units are given shall be held outside the work day and shall be in addition to the four (4) hours stipulated in "E" above.

G. Middle School Schedules

Commencing with the 2019-20 school year, middle schools shall have a seven (7) period day. Itinerant teachers assigned to more than one middle school shall be paid mileage for travel between school sites and shall receive a duty free lunch unless the teacher and the middle school site administrators agree to compensation in lieu of a duty free lunch period. The work schedule of itinerant teachers shall be discussed between the affected site administrators and the impacted unit member(s) prior to the start of the school year or within ten (10) days of the start of paid teaching status.

H. Site Schedule Changes

Upon approval by the District and staff at the affected site no later than February 1, a school site may implement a schedule for the following school year that is inconsistent with this Agreement, with the exception of a six (6) period day. Site staff approval shall be reflected by a confidential vote administered jointly by the District and the Association approved by 75% of the unit members at that site, plus one vote.

## **ARTICLE 14- PREPARATION PERIODS**

### **A. Preparation Time**

Unit members will be granted forty-five (45) minutes of uninterrupted time within the workday for preparation. Preparation time shall be defined as time when students are not being supervised by Unit members; however, preparation time may be interrupted for student supervision. Preparation time shall be before or after the student instructional day. Preparation times for Unit members employed in the Extended Day Program and music programs shall be agreed to by the site administrator and Unit member, in order to accommodate the scheduling of these programs.

### **B. Yard Duty/Student Supervision**

No more than two (2) TK-6 or three (3) 7-8 teachers shall be assigned to serve before or after school supervision duty at any one time, and such supervision will be limited to one (1) week of before and one (1) week of after school duty within a full rotation of all Unit members assigned to the school. Nurses shall be excluded from yard duty; however TSA's, Teacher/Librarians, Counselors, Speech Therapists, and Psychologists ("Support Staff") will serve three (3) weeks of yard duty each school year including the first and last weeks of school and the week following Winter Vacation. These support staff will serve yard duty at whatever site they are at during those weeks and the site administrator will put them on the yard duty schedule for the days the support staff are present at their school sites. The support staff schedule will adjust to the start times of the schools for which they serve. Support Staff will be in addition to the regularly scheduled staff on rotation, not in lieu of the regularly scheduled staff.

C. Arrival Time

Unit members shall meet students in their classrooms or on the playground at least five (5) minutes prior to the beginning of the instructional day.

D. Rainy Day Schedules

The administrator and staff shall meet to discuss options for preparation periods, before school rainy-day activities, and staff meetings. The majority of Unit members at a school shall vote on these options. The decisions shall be made prior to the first day of the student year. This vote is valid for one (1) school year.

## **ARTICLE 15 - CLASS SIZE**

### A. Grades TK – 3.

Student teacher ratios in Kindergarten and grades 1 through 3 inclusive, shall not exceed a student teacher ratio of 30:1 as a collectively bargained alternative class size ratio agreement to implement the Local Control Funding Formula Class Size Reduction Program. The determination of which classes, teachers and students shall be subject to school site average class enrollments shall be determined in accordance with regulation and guidance issued by the California Department of Education (CDE). The District and the Association agree that this average class enrollment limit meets all requirements of law and fulfills LCFE collective bargaining exception requirements to obtain CSR funding. If State law or regulations are modified in a manner that will foreseeably cause the District to lose its GSA funding or otherwise incur a financial loss, then the parties agree to immediately meet and renegotiate to avoid financial loss. Notwithstanding the negotiated class size ratio of 30:1 set forth above, the District will endeavor to staff its TK-3 classes at a ratio of 24:1.

### B. Grades 4-8.

No class should exceed thirty-two (32) in grades 4-6 and thirty-four (34) in grades 7-8. Combination classes of two (2) or more grades shall not exceed the enrollment requirements of the grade level requiring the lowest enrollment specified herein.

1. When a class exceeds the maximum mentioned above, the class size may be reduced by transferring the students to another class or another school.
2. If it is impractical to reduce the size of a class by transferring students to another class or to another school, class size may exceed the maximum mentioned above by two (2) students.

3. When computing class size, only classroom teachers shall be used in establishing pupil/teacher ratios. "Classroom teacher" shall be defined as a certificated employee with direct contact with the student. This means only the classroom teacher (not the librarian or other support personnel) can be used in establishing student/teacher ratios.
4. Specialized, departmentalized classes such as band, shop, physical education, or home economics are not included in the class size limitations.
5. Whenever possible, excessively small classes (special education excepted) below twenty-two (22) will be avoided.
6. Enrollment in a class which is clearly designated as experimental shall be allowed to fall somewhat below established lower limits for a period of three (3) years. The administration and the unit member will evaluate such class at the end of each year to determine whether the experimentation shall continue for another year.
7. The overall class size shall be uniform throughout the District as far as practical and/or reasonable. It is understood that class size may vary within schools or throughout the District if different teaching situations or staff deployment require different class size.
8. Compensation For Exceeding Class Size Limits
  - a. At the beginning of the school year, the District shall have fifteen (15) instructional days to make adjustments to class sizes and not adhere to the class size limits. On the sixteenth (16) instructional day, any class that exceeds the class size limits, the teacher will receive 3.5% of their daily rate retroactive for each day they exceeded the class size limit.

- b. The District shall endeavor to maintain class size limits, however; at any point during the school year after the first fifteen (15) instructional days and on a case by case basis, a class may exceed the class size limits. In such cases, the District shall have three (3) instructional days in which to transfer any student and bring the class within the class size limits. On the fourth (4) instructional day, the teacher shall receive 3.5% of their daily rate retroactive back to the day they exceeded the class size limit.

C. Data Sharing

The District shall make its class size data available to the Association upon request.

**ARTICLE 16 - YEAR ROUND EDUCATION (YRE)**

In the event year-round education is re-instituted by the District, Appendix D shall be incorporated into this master agreement.

## **ARTICLE 17 - MENTOR PROGRAM**

The Mentor Program will serve to support teachers that are participating in the program.

### **A. Participating Unit Members**

1. The following unit members shall be required to participate in the Mentor Program:
  - a. Any permanent unit member who on a single evaluation receives an overall rating of Unsatisfactory.
  - b. Any permanent unit member who on two consecutive evaluations receives an overall rating of: Needs Improvement.
2. Any unit member who volunteers to participate.

### **B. Exiting the Mentor Program**

1. If a permanent unit member receives an overall rating of Meet Standards or Exceeds Standards on their next subsequent evaluation, he or she will be exited from the Mentor Program unless they voluntarily request to remain in the program.

### **C. Selection Committee**

1. The selection committee will consist of three teachers and three administrators.

The three teachers will be selected by the Association for two year staggered terms.

2. A maximum of three workdays of release time will be provided to selection committee members for observation, interviews, and the selection of mentor teachers. Mileage for travel to committee meetings will be provided from the funds available to administer this program. MCTA members of the committee will receive a \$1,000 stipend.

3. As part of this process, mentor applicants may be selected by interview and observation. If observation is selected, mentor teacher applicants will be observed

jointly by two (2) teachers and one (1) administrator. These observations shall not be used for the purpose of formal employee evaluation. The procedure for selection will be published prior to the request for applications and shall be administered uniformly.

#### D. Mentor Teacher

1. Mentor teachers will provide supports and services to the teachers assigned to them in the Mentor Program, to include but not limited to the following:
  - a. Observations of teachers.
  - b. Meet on a regular basis to discuss instructional strategies, lesson planning, and areas that are deficient on their most recent evaluation, if any.
  - c. Provide model lessons for teachers to observe.
  - d. Provide regular feedback on teaching practices and performance to the mentee.
2. Mentor teachers will submit learning logs to the selection committee, twice annually, with the first learning log due by December 1<sup>st</sup> and the second learning log due by the last day of the mentor's contract year. Each learning log will include, but not be limited to, dates and times met with summary notes, dates of observation(s) or activities, and any appropriate artifacts (e.g. lesson plans, student work, etc.).
3. Mentor teachers will be required to provide not less than seventy-five (75) hours annually above their regular contract. Mentor teachers shall be compensated at the rate of \$4,000 per year.
4. Mentor teachers shall maintain a normal teaching load and hours. The mentor teacher will not be out of the classroom more than fifteen percent (15%) of the

teaching year.

5. Mentor teachers will be selected to serve a two (2) year term. Once a mentor has served a two year term, he/she is not eligible for another term for two (2) years unless agreed upon by the selection committee.
6. Mentor teachers who do not satisfactorily fulfill their obligation, can be removed as a mentor by a majority vote of the selection committee. In the event of a tie, the Associate Superintendent of Human Resources or designee, will make the final decision. Any mentor teacher removed from the program shall be paid through the last day of work completed.

## **ARTICLE 18 - ON-SITE CONSULTATIONS**

- A. Faculties and/or individual Unit members may consult with administrators on subjects pertaining to, but not limited to, budget allocations, instructional materials, textbook selection, capital outlay, and other items related to the instructional program, at the building level. The status of District and building level committees (action or advisory) in these consult areas shall be stated before Unit members are requested to serve on said committees.
- B. Decisions reached by on-site consultations shall not be inconsistent with the terms of this Agreement.

## **ARTICLE 19 - SAFETY FOR UNIT MEMBERS**

- A. Known violations of the California Occupational Safety Hazards Act (CAL OSHA), the California Education Code or the California Health and Safety Code shall be reported to the District immediately.
- B. Any case of assault upon a Unit member shall be reported promptly to the immediate supervisor by that Unit member or any other Unit member observing or having knowledge of the assault. In cases involving criminal assault by a student or parent upon a Unit member, where said Unit member has filed civil charges, the District and/or Association, will advise the Unit member of his/her rights and obligations with respect to such assault and shall render assistance to the Unit member in connection with handling of the incident by law enforcement and judicial authorities.
- C. The District liability insurance will cover Unit members of the District acting within the scope of their duties.
- D. Surveillance shall be considered necessary to prevent and/or control fighting and violence. Every employee shall be constantly alert to recognize suspicious acts of students or other persons on school property. The Unit member shall report violence or other suspicious acts to the principal or his/her designee. It is the duty of the principal to take whatever action is within his/her jurisdiction to protect the safety and well-being of all individuals who may be threatened, and to notify the proper authorities.
- E. In compliance with Education Code §49079, a Unit member shall be provided reasonable notice of the suspension or expulsion of a student which occurs within the prior three (3) years of a student enrolling in his/her class who has been a student in the District. Such

notice shall be provided within three (3) work days after the student is enrolled in the class except in extraordinary circumstances.

1. If a student transfers from outside the District, the Unit member shall be notified of any suspension or expulsion noted on the student's records within three (3) work days after such records are received by the District.
2. At the request of any Unit member, the site administrator shall, within five (5) working days, contact the previous school district of any student who causes safety concern(s). There shall be reasonable cause for such a request by the Unit member.

## **ARTICLE 20 - PERSONAL PROPERTY**

A. Upon receipt of a valid claim, the District shall repair or replace personal property of a Unit member, such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the Unit member when such property is damaged while on duty without the fault or negligence of the Unit member. The District shall pay the repair cost or the actual value of the items at the time the damage occurred, whichever is the lesser. Replacing or repairing of such items shall be limited to damages or values exceeding ten (\$10) dollars, but not in excess of one hundred and fifty (\$150) dollars per occurrence.

B. Instructional Material

Upon receipt of a valid claim, the District shall reimburse a Unit member for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used for instruction in the school(s) of the District and not reimbursed by insurance; provided that said items have been registered with the District in accordance with the provisions of this Article. Reimbursement or repairs shall be limited to items having a combined value exceeding fifteen (\$15) dollars at the time of damage. In order to qualify for reimbursement:

1. It is the responsibility of the Unit member to provide his/her immediate supervisor or designee with a list of property used for instructional purposes and housed in the classroom. If the use of the Unit member's vehicle is required by the District to perform assigned duties, such instructional materials, when listed in the above manner and when enclosed in the locked vehicle during the work day, shall also be covered by this Article.

2. It is also the responsibility of the Unit member to register with his/her immediate supervisor or designee personal property to be temporarily utilized for instructional purposes in the classroom.
3. The condition and value of the Unit member's property must be agreed to by the Unit member and the immediate supervisor or designee at the time such property is listed and/or registered.

C. Collision Damage to Vehicles

Unit members required by the District to use their vehicles shall be reimbursed for collision damage to such vehicles, while performing duties assigned by the District, if an accident occurs without the fault or negligence of the Unit member. Such reimbursement shall be limited to collision damage not to exceed a maximum of one hundred (\$100) dollars.

1. Collision, theft of a vehicle or contents and damages of a vehicle, resulting from actual theft are specifically excluded from this coverage.
2. Prior approval shall be obtained from the principal or his/her designee for the use of personal vehicles in the line of duty. Such approval shall contain all information identifying the vehicle to be used, insurance coverage including limits and terms of coverage, the insurance carrier and the condition of the vehicle.
3. A copy of the law enforcement agency accident report shall be submitted to the District with the claim for damages. In the event a payment is made according to this Article, the District shall, to the extent of such payment, be subrogated to any right of the Unit member to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.

D. Insurance carried by the Unit member on personal property or vehicle shall be considered primary and this Article shall be contributory.

## **ARTICLE 21 - LEAVES**

### **A. Sick Leave**

Unit members employed five (5) days a week shall be allowed ten (10) days of sick leave during the regular school year for personal illness or accident without loss of pay, accumulative without limit. Unit members employed for less than five (5) days a week shall be entitled to that proportion of the days leave of absence as the number of days he/she is employed per week bears to five (5). Unit members employed for less than a normal work day, as defined in Teacher Hours Article, shall be entitled to that proportion of the days leave of absence as the number of hours he/she is employed bears to a full work day.

### **B. Differential Leave**

When the Unit member has used all of his/her regular sick leave, and other available paid leave to which he/she is entitled without loss of salary, absence for personal illness or accident may be continued for a period not to exceed (100 days) in one school year. During this extended period of illness, the Unit member shall receive his/her regular salary for each day absent, less the per diem wage paid the substitute or the amount normally paid a substitute, if none is hired. Differential pay will commence at the end of the total accumulated sick leave. The District, upon request, shall notify the Unit member of the date upon which the 100 days difference pay began and the last day of this extended period. If the Unit member does not request this information, it may still be provided by the District. The Superintendent may require a certificate from a licensed physician (or practitioner, in cases of religious preference) verifying illness.

C. Personal Necessity Leave

1. Personal Necessity means:
  - a. Death of a family member.
  - b. Accident involving the Unit member's person or property of the person or property of a member of his/her family. Such accident must:
    - i. be serious in nature,
    - ii. involve circumstances the Unit member cannot reasonably be expected to disregard; and
    - iii. require the attention of the Unit member during his/her assigned hours of service.
  - c. Appearance in court as a litigant, or as a witness under an official order.
  - d. Illness of a member of the family which under the circumstances the Unit member cannot reasonably be expected to disregard, and which requires the attention of him/her during his/her assigned hours of service.
  - e. Weddings of family members.
  - f. Graduation, commencement ceremonies of family members.
  - g. Observance of religious holidays formally celebrated by recognized religious groups and denominations which fall during assigned hours of service.
  - h. Imminent danger to the home of the Unit member, occasioned by a factor such as a flood or fire, serious in nature, which under the circumstances cannot reasonably be disregarded, and which requires the attention of the Unit member during assigned hours of service.

- i. Other Personal Necessities may be allowed at the discretion of the Superintendent or designee.
2. Personal Necessity leave may be used for members of the immediate family. "Member of the immediate family", as used in this section, means mother, father, grandmother, grandfather, or grandchild of the Unit member or of his/her spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or any relative of the Unit member living in the immediate household of the Unit member or any person living in the immediate household of the Unit member who has qualified as a domestic partner under California Family Code Sections 297-298.5.
3. The following limits and conditions are placed upon allowing Personal Necessity Leave and pay for same:
  - a. The total number of days allowed in one (1) school year for such leave shall not exceed ten (10) days except for Unit members who may use up to thirty (30) days of accumulated sick leave for death or serious illness of a member of his or her immediate family.
  - b. The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the Unit member is entitled.
  - c. Payment of such absence shall be made only upon certification by the immediate administrator, supervisor, or Superintendent or designee that the absence was due to a situation designated as a Personal Necessity within the meaning of this Article. For extended absences (longer than 5 continuous days and up to 30 days), the unit member shall be required to provide a

medical note that such absence and the nature of the same was for a purpose specifically provided herein.

- d. Excepting the notice requirements outlined herein for the use of unspecified Personal Business, Unit members using specified Personal Necessity Leave, shall whenever possible, depending on the seriousness of the emergency, provide timely notice to the absence system and the supervisor sufficiently in advance of the absence to allow adequate time to secure a substitute.

D. Personal Business Leave

Up to a total five (5) days of the ten (10) days provided within this Article for the purpose of Personal Necessity may be used for personal business for which the disclosure of business will not be required. The following requirements must be strictly adhered to for unspecified Personal Business Leave to be approved:

1. A minimum of three (3) working days advance notice shall be provided to the Principal and District Office.
2. Personal Business Leave shall not be used to extend a holiday or for vacation purposes.
3. No more than three percent (3%) of the total Unit membership shall be absent for Personal Business Leave at any one time unless specifically authorized by the Superintendent. The District has the right to deny such leave requests should they exceed three percent (3%) of the Unit for any work day.

E. Transfer of Sick Leave

Any Unit member employed by the District for a period of one (1) school year or more and who accepts a position requiring certification in another California school district at any

time during the second or any succeeding work year of employment in this District, or who, within the school year succeeding the school year in which such employment is terminated, signifies acceptance of a position requiring certification in another California school district, shall have the total amount of his/her sick leave transferred to the new district. Any Unit member accepting a position in the District and who has accumulated sick leave in another California school district and meets the criteria specified above, shall have the accumulated sick leave transferred to the District.

1. Unit members may request a long-term leave of absence for illness and the Board of Education may grant up to one (1) year's leave of absence without pay for benefit of the Unit member's health. If any paid leave is available, the Unit member may, at his/her option, be granted such leave.

F. Catastrophic Leave

1. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the Unit member for an extended period of time or that incapacitates a member of the Unit member's family which incapacity requires the Unit member to take time off from work for an extended period of time to care for that family member or self and taking extended time off work creates a financial hardship for the Unit member because he/she has exhausted all of his/her sick leave and other paid time off.
2. Eligible leave credit means sick leave donated to the Unit member requesting catastrophic leave.

3. Eligible Unit member means an employee with twenty-five (25) days (converted on an hourly basis) or more of accrued sick time on the District's accumulative sick leave record and who has been actively employed for five (5) years.
4. When an eligible Unit member wishes to participate in the catastrophic leave program, the Unit member shall contact the MCTA President or designee and request sick leave donations be made in the Unit member's name for catastrophic leave.
5. The eligible Unit member shall provide verification of the catastrophic injury or illness to the MCTA President or designee.
6. Unit members wishing to donate eligible leave to a Unit member who has requested donated leave under this provision may donate up to a maximum of forty (40) hours of eligible leave per school year.
7. Unit members wishing to donate eligible leave must maintain a minimum of three-fourths of their current balance for themselves on the District's accumulative sick leave record, after subtracting any donated sick leave.
8. Donated eligible leave shall be converted for utilization on an hour for hour basis, meaning the recipient shall be paid his or her regular rate of pay.
9. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one (1) bargaining unit member before beginning to utilize days donated by another bargaining unit member. The District will deduct sick leave from the donor's balance monthly as received by MCTA President or designee.

10. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.
11. The maximum amount of eligible leave credits received by a recipient may not exceed twelve (12) consecutive months for each catastrophic illness or injury.
12. Such forms as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed upon by the District and the Association.

G. Bereavement

Every Unit member is granted five (5) days of leave, exclusive of sick leave, without loss of salary on account of the death of any member of his/her immediate family. "Member of the immediate family", as used in this section, means mother, father, grandmother, grandfather, or grandchild of the Unit member or of his/her spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or any relative of the Unit member living in the immediate household of the Unit member or any person living in the immediate household of the Unit member who has qualified as a domestic partner under California Family Code Sections 297-298.5.

H. Court Appearance (Other than Jury Duty)

1. Whenever a Unit member is subpoenaed as a witness in a case involving the School District, he/she may have the time for appearance in court without loss of pay.
2. No salary will be paid in cases where a Unit member is a voluntary witness appearing in his/her own interest, except as provided under provisions for use of personal necessity leave.

I. Industrial Accident Leave

1. General

When an injury arising out of and in the course of employment with the District results in absence from work and qualifies a Unit member for compensation benefits, the District will integrate the worker's compensation loss-of-income benefits with the benefits of industrial accident leave, or sick leave, on the following conditions:

- a. Industrial accident leave, where applicable, shall begin on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of worker's compensation payment.
- b. The Unit member may elect, in writing, after his/her industrial accident leave has been used, or is not available, to use any portion of accumulated sick leave to supplement payments made under worker's compensation laws to the extent that the combined payments shall not exceed his/her regular salary.
- c. After the industrial accident leave is exhausted, only the portion of the day's sick leave required to make the combined pay equal to the regular salary shall be charged against the Unit member's accumulated sick leave.
- d. It shall be the duty of the Unit member to notify the immediate supervisor of his/her injury as soon as reasonably possible, and the immediate supervisor will make the employer's report of industrial injury and file with the District office within twenty-four (24) hours.

- e. When medical treatment is received from a physician or hospitalization is necessary, the injured Unit member shall notify the physician or hospital that an industrial accident is involved.
- f. During such period of temporary disability, so long as the Unit member has available for his/her use industrial accident leave or sick leave, the District shall require that the temporary disability checks be endorsed and payable to the District. The District shall then pay the Unit member his/her normal wage, less appropriate deductions.
- g. When all appropriate leaves have been used, the Unit member shall then be entitled to no more than the worker's compensation check.

2. Criteria for Industrial Accident Leave

Unit members who suffer disability clearly brought about by on-the-job accident, or on-the-job conditions, will receive industrial accident leave not to exceed sixty (60) working days in any one fiscal year for the same accident. Policies governing this are as follows:

- a. Shall not be accumulative from year to year.
- b. Shall commence on the first day of absence.
- c. Shall be reduced by one day for each day of authorized absence regardless of worker's compensation payment.
- d. Is limited to sixty (60) days for any one accident irrespective of whether disability extends into the next fiscal year.

J. Jury Duty

1. Leaves of absence for Unit members called for jury duty will be granted with pay. It is the responsibility of the Unit member to arrange for a substitute through normal District procedure.
2. Juror's fees, exclusive of mileage, received by the Unit member, shall be deposited to the credit of the District.

K. Leave Without Pay

1. Leave for personal reasons may be granted to Unit members without pay at the option of the District. All leave of absence shall be requested in writing, and shall be made at least five (5) working days in advance of beginning date. Emergency requests will be reviewed immediately.
2. The Superintendent may approve or deny the leave request if less than ten (10) working days are involved; if longer, it shall be presented to the Board of Education for approval. Personal leaves of absence may be granted by the Board of Education for a period of time not to exceed twelve (12) consecutive months.
3. On extended leaves of absence consisting of twenty-one (21) working days or more, a Unit member shall not earn credit for service or sick leave.
4. During the leave of absence, there shall be no break in service for tenure purposes.
5. At the expiration of the leave, the Unit member will be reinstated in the same or similar position (provided such a position is available), unless there has been mutual agreement to a change of assignment.

6. Unit members wishing to maintain health insurance coverage during a leave without pay for one (1) month or more may do so. The Unit member shall make arrangements with the District Business Office to pay the premiums in advance.
7. Unit members on leave shall notify the District, in writing, by March 1 whether or not they will return to the District for the following year.

L. Military Leave

Unit member recalled to duty, or tour of duty, shall be granted military leave of absence and retain all the rights and privileges earned and granted by law. Such absence will not constitute a break in service for tenure purposes. Prior to approval of such leave, the Unit member must present the District with a copy of the letter or orders recalling him/her. If the date of recall affects a hardship on the District, the District reserves the prerogative to direct the Unit member to request a different date of recall, if possible.

M. Parental Leave

1. Short term parental leave without pay

Short term parental leave is designed to provide parental rest and child care and is for a period of time less than one (1) school year. No compensation shall be allowed for such leave. This leave can be used for a natural born or adopted child.

2. Long term parental leave without pay

Long term parental leave without pay is designed for purposes of parental rest and child care and may be granted for a period of one (1) school year. Extension of the leave may be granted by the District beyond the one (1) year period, but not to exceed two (2) school years. This leave can be used for a natural born or adopted child. Advancement on the salary schedule will be allowed for such leave only

when minimum service requirements as outlined in Salary Placement and Advancement Article are met. However, this leave will not constitute a break in the continuity of service for tenure purposes. If long term parental leave is requested for a natural born child, the following shall be adhered to:

- a. The Unit member will notify the District in writing when the fact of her pregnancy is established with reasonable certainty.
- b. The point during the course of pregnancy at which the leave of absence shall commence shall be determined by the Unit member and her physician.
- c. The date which a Unit member may return to the teaching position after pregnancy shall be determined by her and her physician.
- d. A unit member on parental leave may use accumulated sick leave days and extended sick leave as provided in the Sick Leave Article. This may occur when the Unit member is physically disabled from performing her duties due to giving birth to a child or other short term physical disability resulting from pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. A statement from a physician to this effect must be on file.
- e. At the request of the Unit member, a parental leave may be granted for the school year following childbirth or the adoption of a child. No compensation shall be allowed for such additional leave.
- f. Failure to return to work at the expiration of the leave of absence may be deemed a resignation.
- g. No reemployment of a Unit member shall be made unless a certificate of good health signed by a physician is presented.

N. Pay Procedure for Long Term or Maternity

Childbirth or complications arising from pregnancy shall be treated in the same manner as other physical disablements that keep a Unit member from work. To receive pay for any illness or physical disablement extending beyond one (1) week, relating to the pregnancy, the Unit member must file a letter, or the District absence form must be accompanied by a letter from the Unit member's physician indicating that the Unit member is under care of the physician and is physically disabled from performing assigned duties. In case of maternity, upon receipt of the request for sick leave, the Superintendent or designee will write to the physician informing him/her that the District will request a monthly certification that the Unit member would be actually physically unable to return to work if she were actively employed. This letter will clearly set forth that the physician's certification is the physician's medical judgment of the actual physical disability period. The period of sick leave shall include only those periods of time certified as disability by the physician. The daily salary of a Unit member on maternity leave will be computed as if the person were actively employed, and this salary shall be the basis for paying the Unit member and computing the rate allowed under extended sick leave privileges. "Daily salary" is defined as the Unit member's annual salary divided by the number of days he/she is required by the Board to be present at school.

O. Paid Parental Leave/ Baby Bonding Leave

Unit members may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act ("CFRA") and provisions of the Education Code for the birth of the unit member's child, or placement of a child with the unit member in connection with adoption or foster care of the child (referred to as baby-bonding leave).

1. Sick Leave under Article 21 will be applied toward the twelve (12) workweeks of baby-bonding leave unless a unit member notifies the District in advance, in writing, that he or she does not wish to apply Sick Leave toward the baby-bonding leave.
2. Extended Illness Leave under Article 21 will be applied toward the twelve (12) workweeks of baby-bonding leave after all Sick Leave is exhausted. A unit member may notify the district in advance, in writing, that he or she does not wish to apply Extended Illness Leave toward baby-bonding leave. Extended Illness Leave will not be applied toward baby-bonding until all Sick Leave is exhausted.
3. The twelve (12) workweeks of baby-bonding leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care.
4. A unit member is entitled to one (1) twelve (12) workweek period of baby-bonding leave per fiscal year.
5. A unit member does not have to meet the 1,250 hours of service in the prior twelve (12) months with the District to be eligible for paid parental leave.

P. Sabbatical Leave

1. Eligibility

A Unit member is eligible to apply who has served the District as a full-time employee for seven (7) consecutive years and has not yet reached his/her sixty-first birthday. A Unit member is to be given only one sabbatical leave during each seven year period.

2. Extent and distribution of leaves

- a. No more than three percent (3%) of the total Unit membership shall be absent on sabbatical leave at one time.
- b. Priority shall be given according to seniority, whether previous sabbatical leave has been granted, soundness of proposal, available district finances, research projects, grant, etc.
- c. Sabbatical leaves may be granted on either a one or two semester basis.

3. Application procedures

- a. An applicant should confer with his/her principal or immediate supervisor to review the application procedure.
- b. Applications for sabbatical leave must be submitted (in triplicate) to the principal or immediate supervisor, at least two (2) weeks prior to the dates established in 3-c and shall include a full statement of the purposes (study, travel, and/or research), expected benefits and outcomes, and plans for use of leave.
- c. The principal or immediate supervisor will forward the application with his or her recommendations to the chairperson of the Personnel Policies Committee not later than March 15, for an annual or first semester leave to commence at the beginning of the following school year. The application for a second semester leave shall be filed by October 15.
- d. The recommendation of the Personnel Policies Committee will be forwarded to the Superintendent by April 15 for an annual or first semester leave and by November 15 for a second semester leave.

- e. The Superintendent's recommendation will be submitted to the Board of Education for final determination.
  - f. The Superintendent will notify the applicant of the final decision of the Board not later than May 15 for an annual or first semester leave and by December 15 for a second semester leave.
4. Sabbatical Leave Requirements
- a. Upon being granted sabbatical leave, the Unit member will sign an agreement to return to service in the District for not less than two years upon completion of the leave or restore to the District all salary payments received while on leave.
  - b. While on sabbatical leave for study, a Unit member shall complete at least ten (10) semester units of upper division or graduate work for each semester of leave granted. These courses shall be exclusive of correspondence courses. Previous to such leave, the courses must be approved by the Superintendent. Transcripts or other evidence of completion shall be submitted to the Superintendent's office within thirty (30) days after the Unit member's return to duty.
  - c. When seeking sabbatical leave for research, the applicant shall submit a detailed outline of his/her proposed projects for review. This detailed outline might include the following: objectives, method of conducting the project, materials and agencies or institutions, project completion date with completion dates for subportions, and proposed method of preparing final report with bibliography upon completion of leave.

- d. While on sabbatical leave for travel, Unit members shall remain in travel status at least three and one-half (3 1/2) months for each semester of leave granted. The application for leave shall include an itinerary of the proposed travel, together with a statement concerning the proposed objective of the travel. Upon completion of the leave and within thirty (30) days after the Unit member's return to duty, a detailed itinerary and a written report of not less than 1,500 words shall be submitted to the Superintendent setting forth the Unit member's reactions to the trip and a statement of the benefit to the schools and the pupils of the District.

5. Compensation While on Sabbatical Leave

- a. Compensation while on sabbatical leave shall be one-half of the salary plus one-half of the fringe benefits (Article 24) the Unit member would have received had he/she remained in the service of the District.
- b. Salary while on leave will be paid in twelve (12) equal installments (six equal installments if one semester is granted) in accordance with Appendix A or in two (2) equal payments (one payment if one semester is granted) following the leave, as stated in Item 5-e of this Article.
- c. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the District for any salary paid the Unit member during the period of the sabbatical leave in the event the Unit member fails to return to render two full years of service to the District following the termination of the sabbatical leave, or in the event the Unit

member fails to satisfactorily carry out the program of study, research, or itinerary of the approved trip.

- d. The Unit member shall make arrangements with the District Office for the disposition of his/her salary warrant each month by authorizing a written appointment of a bank or depository to receive his/her salary or the disposition according to an appropriate and fully executed power of attorney.
- e. Applicants who do not wish to receive salary allowance and furnish a bond shall be paid in two (2) equal installments as follows: At the end of the first year of service after the Unit member's return to duty, the District Business Office shall release the first installment upon receipt of the Board of Education resolution authorizing the payment of said installment and including an affirmation to the effect that the Unit member has completed one year of service and fulfilled all other legal requirements. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.
- f. Unit members wishing to maintain health insurance coverage during a sabbatical may do so. The Unit member shall make arrangements with the District Business Office to pay the premium in advance.

6. Effect Upon Position Status, Salary Increments, and Retirement

- a. Such leave will be counted as a year of service and experience on the salary schedule if two (2) semesters are taken.

- b. At the expiration of the leave, the Unit member will be reinstated in the same or similar position (provided such a position is available) held at the time leave was granted, unless there has been mutual agreement to a change of assignment.
- c. College credits earned during sabbatical leave may be utilized to meet the requirements for a change in classification consistent with the Salary Placement and Advancement Article of this Agreement.
- d. The Unit member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as one-half (1/2) year service for retirement purposes if two (2) semesters are taken.

7. Accident and Illness While on Sabbatical Leave

- a. A serious accident or illness of the Unit member during the sabbatical leave which interrupts the program of study, research, or travel shall not affect the amount of compensation to be paid. However, the Board must be notified by registered mail within two (2) weeks or a reasonable period of time after the accident or onset of illness. A doctor's statement verifying the Unit member's accident or illness must be submitted.

8. Other Provisions and Terms of this Sabbatical Leave Policy

Willful failure to complete the sabbatical leave requirements as agreed upon may be considered inappropriate use of public funds and all monies paid to the Unit member by the District during the leave period shall be reimbursed to the District

upon the request of the District. Additional disciplinary action may be taken at the discretion of the District.

## **ARTICLE 22 - TRAVEL, PRIVATE AUTOMOBILE**

The District shall reimburse Unit members for the use of automobiles owned by the Unit members and used in the performance of regularly assigned duties. The mileage rate shall be determined by the Board. The Unit member shall only receive mileage expenses if and when his/her duties require that he/she move from place to place during the course of daily work. Such on-the-job travel must be authorized by the Administrative Services Division before reimbursement is made. To receive mileage payments, Unit members must have on file in the Administrative Services Division of the District a current certificate of automobile liability insurance. Minimum limits to be: bodily injury, \$50,000/\$100,000; property damage, \$10,000.

**ARTICLE 23- EARLY RETIREMENT INCENTIVE PLAN**

A. Unit members retiring fully from education service at age fifty-five (55) or older may be eligible for up to ten (10) years of the District’s contribution, as that contribution may change from year-to year toward contribution, as that contribution may change from year to year toward health, dental and vision benefits for the retiree and dependents, as described in Article 24 using either Option 65 or Option 67 below:

**Option 65**

A Unit member must have served full time in the District in a position requiring certification for at least fifteen (15) years including the immediate preceding five (5) years.

1. Participation is limited to ten (10) years of District’s contributions and shall not continue beyond the end of the school year in which the retiree reaches age sixty-five (65).

**Option 67**

The Unit member must have served full time in the District in a position requiring certification for at least twenty (20) years including the immediate preceding five (5) years.

1. Participation is limited to ten (10) years of District’s contributions and shall not continue beyond the end of the school year in which the retiree reaches age sixty-seven (67).

B. For a Unit member to be eligible for Option 65 or Option 67, he/she must meet the following criteria:

1. The request to participate in this plan must be freely and voluntarily initiated by the Unit member.

2. The Unit member's resignation must be received and accepted by the District no later than March 1st. Retirement must be given as the reason for the resignation and the effective date must be no later than the last day of the same year.
- C. Retirees sixty-five (65) years or older who have earned Medicare Part A must purchase Medicare Part B to retain eligibility in the District's group Medicare supplement program.
- D. Any additional costs as a result of rate increases for the Fringe Benefits Article will be subject to negotiations by the parties.

## **ARTICLE 24- FRINGE BENEFITS**

### **A. Insurance Plans**

1. Unit members are eligible to join the following District's health, dental, and vision plan within sixty (60) days of employment if they have a regular assignment of fifty-five percent (55%) or more of a full-time equivalent.
2. District Contribution. The District shall contribute \$14,582 per year toward each eligible Unit member's fringe benefits for medical, dental, and vision premiums for the Unit member and his/her dependents. All costs in excess of the District's contribution shall be paid by unit members via monthly payroll deduction.
3. Employment Termination. Upon the first day of the month following a Unit member's termination from the District employment, all benefit coverages shall cease. Continued coverage may be available at the individual's expense due to COBRA eligibility.

### **B. Income Protection Benefits**

Unit members are eligible to receive income protection benefits as outlined in the INCOME PROTECTION PLAN--CERTIFICATED UNIT as revised November, 1988, if they are actively working at least 55% or more per day away from home for the District. Benefits under this Plan will be provided on the basis of employment and employment status with the District. Unit members who do not meet the above requirements are not eligible for this coverage. The parties agree to meet and review this coverage prior to October 31, 2018. The intent is to update, review, seek alternative(s) coverage and present information to the bargaining teams.

## **ARTICLE 25- SALARY PLACEMENT AND ADVANCEMENT**

### **A. Initial Placement**

All Unit members shall provide the District within sixty (60) days after employment, information which will insure placement on the proper step of the salary schedule. Such placement shall be based on degree(s), years of teaching, credential and units earned beyond the degree as follows:

1. Year-for-year service credit will be provided for the first ten (10) years of credentialed teaching experience in a public or private school.
2. One-half (1/2) or more of a school year under contract with a district will be counted as a full year experience credit.
3. After initial placement on the salary schedule, Unit members shall be limited to one (1) vertical and one (1) horizontal step each year.

### **B. Horizontal Salary Schedule Advancement**

Horizontal advancement on the salary schedule will be determined on the following basis:

1. Unit members shall submit proof of units completed to the Superintendent or designee for approval. All such units shall be from accredited colleges and universities. Units are defined for purposes of this Article and Appendix A (Salary Schedule) as semester units.
2. In each fifteen (15) unit division, a course grade of at least a "C" or "P" in a pass/fail grading system shall be achieved in all classes taken to achieve horizontal advancement.
  - a. Four (4) units may be taken in any field related to education that the Unit member may desire.

- b. The remaining eleven (11) units shall be of graduate or upper division level. These units shall be for the purpose of improving the Unit member's professional growth.
    - c. The credentialed school nurses shall receive one (1) semester unit credit for each fifteen (15) hours of Board of Registered Nurses approved continuing education for placement on the salary schedule.
  3. A Unit member anticipating a horizontal move must notify the Superintendent or designee by June 1st, indicating the anticipated completion of units which will qualify the Unit member for a horizontal move on the salary schedule for the next school year. Such notification may be indicated on the form sent to Unit members regarding plans for the subsequent year, or by letter.

C. Vertical Salary Schedule Advancement

1. Unit members will advance one step for each year of full-time service in the District.
2. Full time service for purposes of salary schedule advancement is defined to mean that the unit member worked at least 75% of the number of work days in that school year.

D. Payment of Salary

1. Unit members assigned to year round schools shall be paid in twelve (12) equal salary payments on the last working day of each month beginning with the month of July.
2. Unit members assigned to schools on a traditional calendar may be paid in eleven (11) or twelve (12) payments.

3. Unit members shall indicate to the District's Payroll and Personnel Department by August 1st, their preference for receiving salary in eleven (11) or twelve (12) payments. Unit members who are hired after the first work day of the school year and unit members who fail to state their preference shall be paid in eleven (11) payments. Unit members electing twelve (12) payments shall be enrolled in the District's Summer Savings Account. No changes in this method of payment shall be allowed during a fiscal year.
4. Exceptions to these provisions will be made only for those whose services will be terminated at the close of the school or by mutual agreement between the District and the unit member.

E. Salary Schedule and Extra Duty Pay

1. Unit members shall be paid in accordance with the salary schedule attached as Appendix A. For the 2021-2022 school year, there will be a one time, off salary schedule bonus of \$5000 for all certificated employees employed during the 2020-2021 school year.
2. Coaches will be paid in accordance with Appendix B.
3. Teachers working in any Extended Day programs and required trainings will be paid in accordance with Appendix C.
4. Teachers that teach a combination class in grades TK – 6<sup>th</sup>, will receive their salary placement plus an \$800 stipend for the year. Combination teachers will also receive equivalent to two (2) days or up to fourteen and one-half (14.5) hours for planning and collaboration. These hours will be paid on a timesheet as they occur throughout the year.

## **ARTICLE 26– PERSONNEL RECORDS**

- A. The District shall maintain the personnel files of all Unit members at the District Office.
- B. Access to personnel files shall be limited to the Unit member, the members of the Board and the administration. The contents of all personnel files shall be kept in strictest confidence.
- C. A representative of the Association, with written authorization by the Unit member for specific information, shall be permitted to examine and, upon request, obtain a copy of field materials at cost. The signed authorization shall be kept in the file.
- D. All materials placed in a Unit member's personnel file must be signed and dated by the author. The personnel director and/or Superintendent shall be the only persons who can authorize placement of materials in a Unit member's file.
- E. Material of a derogatory nature shall not be entered or filed in a Unit member's personnel file until he/she has been given a copy for review, an opportunity to sign and date the material indicating receipt, and an opportunity to prepare a written response for attachment thereto. Such review shall take place during normal work hours.
- F. The District shall not base any action affecting the Unit member's status of employment upon materials which are not contained in a Unit member's personnel file.

## Appendix A Salary Schedule

**Appendix A  
MERCED CITY SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE  
2022-2023  
(with 4%)**

Longevity Stipend	Step	I BA w/Reg Credential	II BA + 15 Units	III BA + 30 Units	IV BA + 45 Units or Masters	V BA + 60 Units or Masters + 15	VI BA + 75 Units or Masters +30	Step
	1	57,551	60,531	63,517	66,485	69,470	72,435	1
	2	60,531	63,517	66,485	69,470	72,435	75,421	2
	3	63,517	66,485	69,470	72,435	75,421	78,391	3
	4	66,485	69,470	72,435	75,421	78,391	81,367	4
	5	69,470	72,435	75,421	78,391	81,367	84,341	5
	6	72,435	75,421	78,391	81,367	84,341	87,330	6*
	7	75,421	78,391	81,367	84,341	87,330	90,307	7
	8	78,391	81,367	84,341	87,330	90,307	93,285	8
	9	81,367	84,341	87,330	90,307	93,285	96,254	9
	10		87,330	90,307	93,285	96,254	99,242	10
	11			93,285	96,254	99,242	102,213	11
	12				99,242	102,213	105,167	12
	13					105,167	108,171	13
	14						111,205	14
<b>17<sup>th</sup> Year of Dist Svc</b>		<b>82,217</b>	<b>88,180</b>	<b>94,135</b>	<b>100,092</b>	<b>106,017</b>	<b>112,055</b>	
<b>21<sup>st</sup> Year of Dist Svc</b>		<b>83,467</b>	<b>89,430</b>	<b>95,385</b>	<b>101,342</b>	<b>107,267</b>	<b>113,305</b>	
<b>25<sup>th</sup> Year of Dist Svc</b>		<b>85,717</b>	<b>91,680</b>	<b>97,635</b>	<b>103,592</b>	<b>109,517</b>	<b>115,555</b>	

(Column divisions are based on semester units)

\*Salary placement: Maximum allowed for year-for-year of experience is ten (10) years for new employees.

(Per Master Agreement Article XXXVII, Section 1)

Psychologists: (190 work days)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	109,343	110,943	114,169	117,391	120,652	123,630
<b>Longevity Stipend:</b>						
<b>17<sup>th</sup> Year of Dist Svc</b>						<b>124,480</b>
<b>21<sup>st</sup> Year of Dist Svc</b>						<b>125,730</b>
<b>25<sup>th</sup> Year of Dist Svc</b>						<b>127,980</b>

Teacher Librarians: Placement plus 5 days at pro-rata

Speech Therapists: Placement plus 4 days at pro-rata plus \$1,000

Marching Band Directors: Fall marching, placement plus \$850. Spring marching, placement plus \$850. Minimum three marches per season.

Special Education Classes: SDC & OH with credential and Resource Specialist with credential and/or certificate and Adaptive PE with certificate: Placement plus \$800. SDC, OH and RSP without credential and/or certificate: Placement plus \$350.

Self-Contained Classroom GATE teachers, Roving Choral and Instrumental Music Teachers and LDS/CLAD: Placement plus \$350. BCC/BCLAD: Placement plus \$650

Combo Classes (TK-6<sup>th</sup> Grades): Placement plus \$800

Effective October 15, 1996: Teachers hired after this date will not be eligible for the CLAD stipend.

Effective July 1, 2002: Teachers accompanying 5<sup>th</sup> graders to Outdoor School: \$500 upon return.

Teachers employed to teach summer school: Summer school salary shall be based on that proportion of their daily rate (using the immediately preceding year's salary schedule) which the summer school day represents.

Effective July 1, 2008: \$850 longevity stipend in 17<sup>th</sup> year of District service (non-paid years will not be counted as years of service)

Effective July 1, 2008: \$1,250 longevity stipend in 21<sup>st</sup> year of District service (non-paid years will not be counted as years of service)

Effective July 1, 2008: \$2,250 longevity stipend in 25<sup>th</sup> year of District service (non-paid years will not be counted as years of service)

Effective: July 1, 2021

Board Approved: 06/30/2022

**Appendix B - Coaching Stipend**

APPENDIX B  
COACHING  
STIPEND 2022-2023

	GIRLS	MAXIMUM	BOYS	MAXIMUM	TOTAL
Basketball (6 games + tournament) minimum	\$2,620	\$1,310	\$2,620	\$1,310	\$5,240
Baseball (6 games + tournament) minimum			\$2,620	\$1,310	\$2,620
Softball (6 games + tournament) minimum	\$2,620	\$1,310			\$2,620
Wrestling (6 games + tournament) minimum			\$2,620	\$1,310	\$2,620
Volleyball (6 games + tournament) minimum	\$2,620	\$1,310			\$2,620
Cross Country (3 meets) minimum	\$585		\$585		\$1,170
Track (3 meets) minimum	\$585		\$585		\$1,170
Soccer (6 games) minimum	\$2,620	\$1,310	\$2,620	\$1,310	\$5,240
Cheerleading and Color Guard					\$751 x 2

\$24,802  
Per Middle School

- A. This schedule is applicable only to members of the MCSD certificated Unit members assigned coaching responsibilities.
- B. Staff members of the Physical Education Department at each middle school may be required to coach up to three (3) after school sports (seasons) each school year.
- C. Coaching stipend to be adjusted by the percentage increase to the salary schedule annually.

Effective: July 1, 2021

Board Approval: 06/21/2022

**Appendix C**

**COMPENSATION FOR EXTENDED DAY PROGRAMS**

Overtime pay for extended day and required trainings that are beyond the contract day shall be paid at the rate of \$47.50 per hour beginning July 1, 2021.

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