

**COLLECTIVE BARGAINING
AGREEMENT**

Between

Merced River School District

And

Merced River Teachers Associations

Settled Through June 30, 2014 **2022**

~~2013-2014 2019-2022~~

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ARTICLE I AGREEMENT AND TERM

- 1.1 This Agreement is made and entered into ~~this First day of June 2001~~ between the Merced River School District (hereinafter referred to as "District") and Merced River Teachers' Association, the California Teachers Association and the National Education Association (hereinafter referred to as "Association"). The term of this Agreement shall be from the date of ratification until June 30, ~~2001~~ **2022**.

ARTICLE II RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Resolution adopted April 29, 1976.
- 2.2 The District recognizes the Merced River Teachers Association/**California Teachers Association/National Teachers Association (Association)** as the exclusive representative for purposes of the Rodda Act (Government Code Sections 3450 et seq., Title 1, Division 4, Chapter 10.7) for the following positions: all regular and temporary certificated employees excluding the superintendent, principals, confidential employees, supervisory personnel, and substitute employees.

ARTICLE III ASSOCIATION RIGHTS

- 3.1. The Association and its members shall have the right to make use of school equipment, buildings and facilities for Association activities when an authorized Association representative ~~obtains advance permission from~~ **notifies** the Superintendent or designee regarding the specific room, time, and equipment needed, place and type of activity to be conducted. In the event the place requested room or equipment is in use, unavailable, the District will assist the Association in making alternate arrangements for the Association activities. an alternate place may be used. The Association shall reimburse the District for all consumable supplies, copy costs, long distance charges, and all other costs incurred by such use.
- 3.2 ~~—~~ The District shall place on the agenda of each regular Board Meeting as an item for consideration under "new business" any matter not within the Scope of Representation brought to its consideration by the Association provided that such matters are made known to the Superintendent's office four (4) working days prior to said meeting. ~~Discussion and presentation~~ **The Association shall be limited to provided with up to fifteen (15) minutes to make its presentation. and subsequent discussion may be limited to fifteen (15) minutes.**
- 3.3 ~~Names and work stations of all District teachers shall be provided without cost to the~~

~~Association no later than October 1 of each school year.~~

3.3 New Bargaining Unit Member Orientations

Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall schedule any new bargaining unit member orientation to take place during a work day in the new unit members' contract year. The District shall provide written notice of the date, time and location of all bargaining unit member orientations by electronic mail to the Association President at least twenty-one (21) calendar days in advance of the annual orientation meeting or ten (10) calendar days in advance of other orientation meetings that occur throughout the school year.

The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all bargaining unit member orientation ("Association Time"). The District and Association shall mutually agree on the scheduling of Association Time during the work day. District administrators will excuse themselves from the room during Association Time. The Association is entitled to invite the California Teachers Association (CTA) endorsed vendors and CTA staff to Association Time.

3.4 Bargaining Unit Member Information

The following information shall be delivered to the Association President in digital Excel format and hard copy no more than thirty (30) days after the date of hire or by the first pay period of the month of hire, and on an annual basis, usually in September:

1. Name
2. Home address
3. Phone numbers – work, home and cellular
4. Personal email addresses (non-District)
5. Assignment
6. Date of Hire in Bargaining Unit Position
7. Full time Equivalent (FTE) status
8. Type of credential (e.g. clear, preliminary, etc.)

Employees may submit a written request, pursuant to Government Code section 6254.3(c), prohibiting the disclosure of their home address, home telephone number, personal cellular telephone, and personal email address. The District shall indicate in the information provided to the Association President those employees who have submitted such a request.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 Definitions:

- 4.1.1 A "grievance" is a claim by the Association or one or more **bargaining unit members** employee that there has been a violation, misinterpretation or misapplication of a provision of this Agreement. The substance of an evaluation pursuant to Article XIV

shall not be grievable.

4.1.2 The "aggrieved party" is/are the Association or the **employee bargaining unit member(s)** making the claim

4.1.3 A "day" is any day in which a **bargaining unit member** ~~an employee~~ is required to render service to the District;

4.2 Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

4.3 Pre-Grievance Procedures:

Prior to filing a written grievance, the grievant shall meet with the immediate supervisor and attempt to resolve the grievance. **In addition to the grievant, an Association member or representative and/or CTA representative may also attend this meeting.**

4.4 Procedure:

4.4.1 Level 1

4.4.1.1 If the potential grievance is not resolved at the informal meeting, the grievant may implement the provisions of this Article by presenting the grievance, in writing, to the supervisor within ~~thirty (30)~~ fifteen (15) working days of the occurrence.

4.4.1.2 A grievance shall be presented in writing to the immediate supervisor. Using the grievance form (**attached as Appendix A**) is optional. The immediate supervisor shall meet with the aggrieved party and/or designated Association representative within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore to all parties of interest within ten (10) days of such meeting.

4.4.1.3 If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days of such meeting or ten (10) days from the date of presentation of the grievance, the grievance may be appealed to Level Two, with a copy simultaneously provided to the

Association President. The appeal shall be in writing and shall state ~~specifically the basis on which it is made and~~ why the first level decision, **if any**, should be reversed.

4.4.2 Level 2

4.4.2.1 The Superintendent or a designee shall meet with the aggrieved party and/or designated Association representative within ten (10) days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, within ten (10) days of such meeting.

4.4.2.2 If the aggrieved party is not satisfied with the disposition of the grievance **at Level 2**, or if no disposition has occurred within ten (10) days of such meeting ~~or twenty (20) days from the date of the receipt of the grievance at Level 2~~ (whichever event is earlier), the aggrieved party may request **in writing that** the Association to submit the grievance to arbitration. The Association is not obligated to take every grievance to arbitration. **The Association shall notify the District in writing of its decision to proceed to arbitration within ten (10) days of receiving the written request for arbitration.**

4.4.3 Level 2a:

4.4.3.1 Before a grievance is considered for arbitration, it shall be submitted for Mediation **by the District within (10) days of the written request for arbitration. The parties shall attempt to find** to a mutually agreeable Mediator or if none is agreed upon, ~~then to the select a mediator from a list provided by the California Mediation and Conciliation service~~ **The parties will request the Public Employment Relations Board to appoint a State Mediator. Selection of mediator from the list shall be by alternate** ~~striketrough with the District having first striketrough.~~ Costs, of the Mediator, if any, shall be shared equally by the parties. ~~All other costs shall be the responsibility of the party incurring them.~~ **If the District does not timely submit the grievance to mediation, then the parties shall proceed to arbitration immediately following the ten (10) days mediation deadline in this paragraph.**

4.4.4 Level 3

4.4.4.1 ~~If the Association proceeds to arbitration, it shall notify the District in writing within twenty (20) days from the receipt of the disposition at Level 2, or if no~~

~~disposition has occurred, w~~ **Within ten (10) fifteen (15) days from the date of the mediation, or lapse of the mediation deadline grievance was filed at Level 2a-**
~~Within ten (10) days of such notification,~~ representatives of the District and the Association shall attempt to agree upon an arbitrator and obtain a commitment from said arbitrator to serve. **If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to parties will request a list of 11 arbitrators from the California Mediation and Conciliation Service of the Public Employment Relations Board -California Conciliation Service.** The selection of the arbitrator and the arbitration proceeding shall be conducted **by alternative striking. The party striking first shall be determined by random selection.** ~~under the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.~~

4.4.4.2 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to add to, subtract from or modify the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties.

4.4.4.3 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

4.5 Time Limits:

4.5.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision.

4.5.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and Reasonable efforts should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

4.5.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this 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 an aggrieved person, the time limits set forth herein will be reduced by mutual agreement so that the

procedure may be exhausted prior to the end of the school year or as soon as is practicable.

- 4.5.4 Failure by an administrator at any step of this procedure to communicate the written decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure by the grievant at any step of this procedure to initiate a grievance or appeal a written decision to the next step within the specified time limits shall be deemed acceptance of the decision at that step.
- 4.5.5 It is understood that a grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the District, and the terms of this Agreement, until the grievance and any effect hereof have been fully determined.
- 4.5.6 A grievant, may withdraw the grievance at any time by giving written notice to the District **and the Association**. Once a grievance is withdrawn, it cannot be presented again on the same set of facts.

4.6 No Reprisals:

- 4.6.1 No reprisals of any kind will be taken by the District or the Association against any grievant or any other participant in the grievance procedure because of such participation.

4.7 Miscellaneous:

- 4.7.1 In the absence of administrators required to render decisions as outlined in the procedures, the Superintendent shall appoint a substitute.
- 4.7.2 If a grievance is made by a group of employees against one supervisor, based on the same alleged cause, only one grievance will be processed and the decision rendered will apply to all others affected.
- 4.7.3 All parties have the right to be represented by counsel and/or a person of his/her choice starting at any level of the grievance procedure. **Such a representative or person who is not an Association representative shall not have the ability to change or amend the Agreement or speak on behalf of the Association. An Association representative(s) cannot be excluded from a grievance meeting after the Pre-Grievance level.**
- 4.7.4 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent

and the Association with the processing of such grievance to commence at Level 2.

- 4.7.5 When it is necessary for a grievant and representative designated by the Association to attend a grievance meeting or hearing during the day, each will, upon notice to the Principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing procedures; however, every effort will be made to process grievances at times other than during the instructional day. Normally all processing of grievances shall be done after regular working hours.
- 4.7.6 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 4.7.7 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.
- 4.7.8 Employees alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.
- 4.7.9 Employees may, at any time, present grievances to the employer and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of the written Agreement. If any employees present a grievance on their own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. The Association shall file its response within ten (10) working days after receipt of the proposed resolution.

ARTICLE V PERSONNEL FILES

- 5.1 There shall be a single personnel file for each employee. Personnel files shall be kept in the central administrative office of the District.
- ~~5.2~~ Materials in the personnel file of an employee, ~~except as noted below~~, shall be made available for inspection by the employee involved as **provided by Education Code section 44031**. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the employee to review the file. ~~Material which may be excluded from inspection shall be limited to ratings, reports or records which:~~
- ~~5.2.1~~ Were obtained prior to the employment of the unit member involved.
- ~~5.2.2~~ Were prepared by identifiable examination committee members.



~~5.2.3 Were obtained in connection with a promotional examination.~~

- 5.3 Unit members shall have the right to inspect and, once each school year; obtain a copy of personnel file materials, upon request.
- 5.4 Information of a derogatory nature, ~~except material excluded in accordance with the section above,~~ shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Employees have the right to enter, and to have attached to any derogatory statement, their own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. If the employee alleges that the material is false and/or hearsay, a grievance may be initiated to determine the validity of such material. The material shall not be entered or filed unless and until a grievance sustains the material. If the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary action against the employee or used by the District in any grievance filed by the employee.
- 5.5 All material placed in a unit member's personnel file shall be dated and signed by the person who prepared it.

ARTICLE VI HOURS AND WORK YEAR

- 6.1 Teachers shall be on campus and responsible for instructional and other assigned duties for a minimum of seven (7) hours and fifteen (15) minutes per day, with required hours set by the District.
- 6.2 In addition to the above minimum time, employees are responsible for other **professional instructional day** duties ~~as assigned which only~~ includes; but is not limited to, ~~program development, professional growth activities, parent conferences, committee assignments, faculty and District meetings, and special help to student(s) as determined necessary by the teacher, back to school nights and morning supervision assigned in rotation, student supervision, and o~~ **Other assignments which are necessary for the efficient operation of the District shall be scheduled in advance with the teachers and compensated at the teacher's normal rate of pay calculated per hour, except the following activities are remunerated as follows:**
- Employees are also responsible for attending the following Parent-Focused Evening Events: Back to School Night, Open House and the Christmas Program.**
- On For Back to School Night, teachers are able to leave campus after normal work-day and return for to participate in Back to School Night for one hour and receive per diem pay, for**

~~example 6:30—7:30 p.m.~~ For Open House: teachers are able to leave campus after normal work-day and return ~~for~~ to participate in Open House for one hour and receive per diem pay, ~~for example 6:30—7:30.~~ For the Christmas Program: teachers are able to leave campus after normal work-day and return ~~for~~ to participate in the Christmas Program for three (3) hours and receive per diem pay. ~~for example 6:00—9:00.~~

Employees are also responsible for performing adjunct duties may include, but are not limited to, morning supervision and service on committees. Adjunct duties are rotated among employees and will be assigned on an equitable basis.

- 6.1 On days when employees are scheduled to work but the pupils are not scheduled to be present, the work day shall be seven (7) hours and fifteen minutes for all employees, including lunch.
- 6.2 ~~Beginning in the 2020-2021 school year,~~ Each employee shall be entitled to a ~~forty-five (45) minute~~ thirty (30) minute duty-free lunch period within the seven (7) hour and fifteen minute day.
- ~~6.3 Teachers shall have access to the lunchroom at all times for access to the refrigerator and restrooms.~~
- 6.4 On days of an emergency release of pupils ~~students~~ teachers shall be released and the any time shall be made up when the emergency is resolved **but only when such time is necessary to meet State minimum hours or minutes of instruction.**
- Wednesdays* → 6.5 ~~Activities such as, but not limited to, program development, and Professional growth activities, committee assignments, faculty and District meetings if any, shall be scheduled at the start of the year and be limited to a total of two (2) occurrences a month and shall be held on early release days. Meetings as described in this article shall not only exceed the normal workday or work hours for a total of 10.5 hours per school year . Normally the schedule of teacher professional development will be shared at the start of each month. On the remainder of early release days, teachers shall engage in teacher-directed collaboration and provide a written summary to the Superintendent/Principal of the collaboration activities which occurred.~~
- 6.6 ~~Teachers shall have first access to at least one high speed copier before class, during recess, and during lunch breaks. The District shall make a reasonable effort to use the copier(s) during the time(s) of student instruction to allow teachers access during the times noted above.~~
- 6.7 The number of working days shall be 1824 days total.

ARTICLE VII LEAVES

7.1 Sick Leave:

7.1.1 Every teacher shall be entitled to ten (10) days of paid Sick Leave each year of employment.

7.1.2 Unused Sick Leave shall accrue from school year to school year.

~~At the beginning of each school year every employee shall receive a Sick Leave allotment credit, equal to the Sick Leave entitlement for the school year. An employee may use credited Sick Leave at any time during the school year.~~

7.1.3 The District shall provide employees with a written statement of their accrued Sick Leave total and Sick Leave entitlement for the school year, no later than September 15th.

7.1.4 Upon request by the District an employee may be required to present a medical doctor's verification of the personal injury or illness; and/or a medical authorization to return to work if the illness or injury exceeds five (5) consecutive days.

7.1.5 Except in an emergency employees shall contact their immediate supervisor one and one-half (1.50) hours prior to the start of the work day to permit the District time to secure substitute service. Failure to provide notice shall be grounds for denial of leave with pay or other disciplinary action. ~~An employee shall not be allowed to return to work and shall have the option of using Sick Leave or paying the substitute's salary if the employee fails to notify the District of the employee's intent to return to work by 3:00 p.m. of the preceding work day if such failure results in a substitute being secured.~~

7.1.6 After all earned leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months or one hundred (100) days in one (1) school year. The amount deducted for leave purposes from the employee's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid a substitute. The five (5) month period, or one hundred (100) days shall begin to run on the first day following exhaustion of accumulated sick leave. ~~the last day of earned sick leave the employee has accumulated.~~ ~~on the eleventh (11th) day of absence due to illness or injury.~~ There is no limit on accumulation of earned Sick Leave.

7.2. Maternity Pregnancy Disability Leave

7.2.1 Employees are entitled to use accumulated Sick Leave as set forth in Sick Leave

section for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of disability by its own doctor at its expense.

- 7.2.2 Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when Sick Leave, as set forth in Sick Leave section, has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District may require a verification of the extent of disability.
- 7.2.3 The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

~~7.3~~ Child Rearing Leave

- ~~7.3.1 Upon request, the District may provide both male and female employees who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing their infant. Such leave shall remain in effect at least until the end of the semester following the birth of the child and no longer than the end of the second (2nd) semester following the birth of the child. Employees shall notify the District that they intend to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.~~
- ~~7.3.2 Employees need not be married in order to qualify for the benefits provided for in this section.~~

7.3 Parental leave

7.3.1 An employee shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the employee shall receive differential pay as described in Section 7.1.7, or 50% pay, whichever is greater, for the remainder of the up to 12 work week period. Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). Parental leave under this section shall be interpreted consistently with CFRA, except that an employee shall be eligible for parental leave even if he/she did not work 1,250 hours during the previous 12 months. The total aggregate parental leave and CFRA leave taken shall not exceed 12 workweeks in a 12 month period. Parental leave need not be continuous from the birth, adoption or foster care placement of the child and may be taken up to one calendar year from the

birth, adoption, or foster care placement of the child.

7.3.2 Employees need not be married in order to qualify +for the benefits provided for in this section.

7.4 Bereavement Leave

7.4.1 Employees are entitled to a leave of absence, not to exceed three days, or five days if out-of-state travel is required, on account of the death of any member of their immediate family. No deduction shall be made from the salary of such employees nor shall such leave be deducted from leave granted by other sections of this code or provided by the governing board of the district.

7.4.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any significant person living in the immediate household of the employee.

7.5 Industrial Accident Leave

7.5.1 Employees are entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal/accident injury which has qualified for workmen's compensation under the provisions of the State Compensation Insurance Fund.

7.5.2 Employees who sustain an illness or injury within the course and scope of their assigned duties shall be granted up to sixty (60) days compensated leave during the time when schools of the District are required to be in session or when they would otherwise be performing work for the District in any one (1) fiscal year for the same illness or accident. This leave shall not be accumulated from year to year.

7.5.3 Employees shall report an industrial illness or accident as soon as possible, normally within 24 hours.

7.5.4 An industrial accident or illness leave shall commence on the first day the employee is absent from service due to an industrial accident or illness. The sixty (60) day leave allowance shall be reduced by one (1) day for each day of authorized absence. If an industrial accident and illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave for the same illness or injury.

7.5.5 Employees receiving benefits under this leave shall, during the period illness or injury, remain within the State of California unless the Governing Board of the District

authorizes travel outside the state.

- 7.5.6 During any industrial paid leave of absence, employees shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 7.5.7 Upon conclusion of this industrial paid leave an employee may utilize any available sick leave benefits which, when combined with temporary disability indemnity shall not exceed 100% of the employee's normal compensation.
- 7.5.8 Employees shall be deemed to have recovered from an industrial accident or illness, and therefore able to return to work, when they provide the District with a release from an authorized Workers' Compensation physician certifying their ability to return to their position classification without restrictions or detriment to their physical and emotional well-being, or danger to other employees.
- 7.5.9. The District's report of an industrial accident or illness shall be kept on file in the Business Office.
- 7.5.10 The benefits provided in this section are in addition to sick leave benefits and there shall be no deduction from accumulated sick leave until this leave is exhausted. If a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made by the State Compensation Appeals Board. While this dispute is pending, sick leave benefits as prescribed in this Agreement shall be provided. If the Appeals Board determines that the employee is eligible for industrial accident leave benefits, then sick leave benefits shall be reinstated.

7.6 Personal Necessity Leave.

- 7.6.1 Up to seven (7) days of sick leave may be used, at the employee's election, for purposes of personal necessity.
- 7.6.2 For the purposes of this provision personal necessity shall be limited to:
- 7.6.2.1 Death or serious illness of a member of the employee's immediate family; or,

- 7.6.2.2 An accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family.
- 7.6.3 Three (3) days from the total of seven allowed per year may be used at the employee's discretion for personal necessity without divulging the reason(s) for such leave.
- 7.6.4—For clarification on the purpose of the three (3) "no tell" days, these so called "no tell" days can be used for personal business but may not be used for entertainment, vacation, or concerted activities. ~~Examples of permissible "no-tell" personal necessity leaves that would not be eligible according to the personal necessity leave criteria above include:—~~
- ~~Family reunions~~
 - ~~Volunteer work, including in child's classroom~~
 - ~~Moving~~
 - ~~Appointments to have appliances, carpets, etc. installed~~
 - ~~Accompanying spouse on business trip when participating in business programs for spouse~~
 - ~~Accompanying child on school visits in anticipation of enrollment~~
 - ~~Taking college courses~~
 - ~~Wedding/graduations of family members~~
- 7.6.5 No more than a total of seven days may be used for personal necessity in a school year for all reasons combined.
- 7.6.6 Personal Necessity Leave requests shall be strictly construed and shall not be used for the following:
- 7.6.6.1 During a work stoppage.
 - 7.6.6.2 To conduct any activity for remuneration.
- 7.6.7 Judicial Leave
- 7.6.7.1 Employees shall be provided paid leave for regularly called jury duty and to appear as a witness in court.
 - 7.6.7.2 The employee, while serving jury duty, shall deduct transportation and meal costs from jury duty pay. The balance of the pay shall go to the District.
 - 7.6.7.3 When employees notify the District that they have been summoned for jury duty, the District shall contact the jury commissioner and request that the

employees be allowed to perform jury duty during periods when school is not in session.

7.7 Other Leaves Without Pay

7.7.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority or tenure credit, may be granted for period of one (1) school year for the following purposes:

Peace Corps, care for a member of the immediate family who is ill, long term illness of the employee, or professional study or research, or leave for personal reasons agreed upon by both parties.

7.7.2 The applications for and granting of such leave shall be in writing. In addition, an employee on such leave shall notify the District by March 1 of the school year as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

7.7.3 Employees who are elected to any legislative position shall be granted a leave without compensation, increment, seniority or tenure credit. The employee shall be entitled to return to the position held at the time of the election, provided the employee applies to the District for reinstatement within six (6) months of the expiration of the term of office. The employee is entitled to return to a position for which the employee is certified and shall be placed in accordance with the needs of the District.

ARTICLE VIII PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

8.1 The Association certifies that it will maintain individual employee authorizations for deduction of membership dues. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Association District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for employees 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 District shall not make changes to an employee's dues

deduction unless notified to do so by the Association.

- 8.2 Upon appropriate written authorization, from, the District shall also deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

8.3

~~IF APPROVED BY AN ELECTION OF THE EMPLOYEES CONDUCTED BY THE PUBLIC EMPLOYMENT RELATIONS BOARD, THE FOLLOWING SHALL BE ADDED TO THE AGREEMENT~~

~~8.3.1 Beginning on July 1, 1994, any employee in this bargaining unit who is not a member of the MRTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessment, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in the previous section of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided by the previous section, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in the previous section of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~8.3.2 Any employee who is a member of the Merced River Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for employees 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.~~

~~[See Section 8.1]~~

8.3.3 With respect to all sums deducted by the District pursuant to this Article, the District agrees promptly to remit such moneys as it may deduct under this section to the

Association accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously provided.

~~8.3.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MRTA/CTAINEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~8.3.4.1 ——— Foundation to Assist California Teachers (FACT);~~
- ~~8.3.4.2 ——— American Cancer Society;~~
- ~~8.3.4.3 ——— American Heart Association;~~
- ~~8.3.4.4 ——— Merced River School Gym Fund.~~

~~Such payment shall be made on or before October 31st of each school year.~~

- ~~8.4 — Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organization, pursuant to Section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 31st of each school year.~~
- ~~8.5 — Any employee making payments as set forth in Sections 3 and 4 above, who requests that the arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the Association's reasonable cost of the arbitrator.~~
- 8.6. With respect to *all* sums deducted by the District pursuant to Sections 1 and 2 above, ~~whether for membership dues or agency fee,~~ the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 8.8. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 8.9 The Association, at its own cost and expense, shall hold the District harmless from any and all claims, suits, and judgments challenging the legality or constitutionality of the ~~Agency Fee~~ **membership dues deduction** provisions of this Agreement or their implication, including the

payment of reasonable attorney's fees and costs incurred. The Association shall have exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE IX PUBLIC CHARGES

- 9.1—Any citizen or parent inquiry or complaint about an employee shall be reported immediately to the employee unless the complaint is filed under one of the District's formal complaint procedures or is subject to an investigation by local law enforcement which has requested that the employee not be informed of the complaint. The employee shall attempt to meet with the parent, if unable to meet, conduct a phone conference. The employee ~~who~~ shall make every a good faith effort to resolve the inquiry ~~or~~ complaint. The employee may request that the superintendent/principal attend such a meeting. ~~A hearsay or secondhand allegation shall not be considered a valid complaint unless the source is a student in the employee's class or a student of the District who has normal interactions with the employee i.e. yard duty interactions.~~ A citizen or parent who does not wish to meet with the employee shall not be required to do so.
- 9.2 If the **specific complaint** is not resolved at the meeting to the satisfaction of the employee or the complainant, the ~~immediate supervisor~~ **superintendent/principal** shall meet with both parties to attempt to resolve the inquiry or complaint ~~or be put on the Board agenda for review.~~ ~~No new complaints may be addressed at this meeting if they have not been addressed directly with the employee at a previous meeting.~~ ~~If resolution is not achieved as a result of these meetings, the complaining party shall be advised of his/her right to file a formal complaint under the District's applicable complaint procedures.~~

ARTICLE X STATUTORY CHANGES

- 10.1 Improvements, reduction or elimination of employee benefits which are brought about by the amendment or repeal of statutory guarantees provided in California or Federal Law incorporated into this Agreement by direct reference shall obligate the parties within ten (10) days of such amendment or repeal to negotiate for the purpose of restoring reducing or eliminating such benefits in this Agreement.

ARTICLE XI SAFETY

- 11.1 Safe Working Conditions

Employees shall not be required to work under unsafe conditions or to perform tasks that endanger their health, safety or well-being. **Employees shall report unsafe working conditions promptly. ~~Unsafe working conditions shall include parents or other adults on campus who are interfering with the normal educational process or who otherwise present a potential danger to employees and students. Employee phone calls from class to the District office shall be answered promptly. Walkie-talkie contact shall be used for urgent or emergency communication only and shall not be used to disrupt instruction or student supervision for non-emergency communication.~~**

In accordance with Education Code 44014, a unit member and his/her supervisor who has knowledge of the incident shall promptly report to local law enforcement authorities when a unit member is attacked, assaulted, or physically threatened by any pupil.

In accordance with Education Code 49079 unit members shall be informed of students who have engaged in, or are reasonably suspected to have engaged in, acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4 or 48900.7.

When a student is assigned to a unit member's classroom, the unit member shall receive a note in the District's electronic grading system indicating that the student has a record of engaging in such acts. This note shall be available to the teacher no later than the student's first day in a teacher's class. At the time the note is entered in the system, the unit member shall also be able to access through the electronic grading system records that the District maintains in the ordinary course of business, or which it receives from a law enforcement agency, regarding the student from the previous three school years.

ARTICLE XII SAVINGS

- 12.1 If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII EVALUATIONS

[The District proposes that Evaluation and Peer Assistance and Review be addressed in negotiations for 2020-2021 School Year to commence in Spring 2020.]

- 13.1 All new teachers in the District and teachers with less than three years in district experience will be evaluated by a District approved administrator each year. All teachers with three or more years of in-district experience will be evaluated every other year.
- 13.2 The following staff evaluation procedures will be implemented for teachers in the District.
- 13.2.1 Early in October, the site supervisor will schedule an initial conference with each person to be evaluated during that year to establish an individual evaluation process. The observation schedule shall consist of the following as ~~agreed to by the evaluatee and the~~ deemed necessary by the prime-evaluator and established at the initial evaluatory conference:
- a) Teacher requested for specific purpose
 - b) Evaluator for specific purpose
 - c) Unannounced observation
 - d) Other as mutually agreed upon
- 13.2.2 The District evaluation form, mutually agreed to by the District and the Association, (~~attached as Appendix B~~) will be used as the basis for evaluation and will be inclusive of ~~four (4)~~ of the Six Teaching Domains which comprise the evaluation criteria of the District. These will be reviewed no later than **November 15**.
- 13.2.3 Any observation in the classroom over ~~ten (10)~~ twenty minutes will be followed with written feedback, ~~such feedback should include written notification that the observation was informal, or part of the evaluation process~~. Whenever possible, observations will be done in separate quarters of the school year, as defined by the District Calendar. The intent of this section is to spread the observations throughout the instructional year.
- 13.2.4 During the course of the evaluation period mitigating circumstances may apply which require modification of the evaluation parameters by either the employee being evaluated or the evaluator.
- 13.2.5 A final written evaluation report shall be completed no later than May 1. It shall be specific in describing positive action to correct any cited deficiencies. The report shall include but shall not be limited to recommendations for improvement, and direct



assistance for implementing such recommendations shall be offered. Such assistance may include continuing observations and conferences or release time for the employee to visit and observe other schools and workshops. Assistance may also include recommendation to the PAR Mentor for peer assistance. The report shall be completed by the site administrator and submitted to the District Office for placement in the employee's personnel file. It will have an evaluation rating of Satisfactory, Needs to Improve, or Unsatisfactory.

13.2.6 If the teacher is not meeting the standards of performance during initial observations, the teacher shall be so informed in writing by the evaluator. Said written comments shall include the identified, specific deficiencies suggested remedies, and available administrative support and/or assistance. The evaluatee or evaluator may request a summary evaluation, which is similar in form to the final evaluation, prior to January 15 in order to correct any deficiencies prior to the final evaluation.

13.2.7 The employee shall have the right to initiate a written reaction or response to the final evaluation. This must be done within ~~ten (10)~~ 5-days of the evaluation conference. Such response shall become a permanent attachment to the employee's personnel file

13.3 Teachers in the District, upon mutual approval of administrator and teacher during the initial conference, may elect to utilize a self evaluation form which may be assimilated to meet a partial requirement for evaluation.

13.3.1 The Administrator must complete the final evaluation by May 1. If the administrator determines an Unsatisfactory or "Needs to Improve" rating in any of the six criterion for evaluation he/she may recommend the evaluatee to PAR.

~~13.4 In the event that an employee is recommended to PAR, the District and the Association shall meet and negotiate a PAR mentor stipend and duties; additionally, a PAR process shall be established.~~

ARTICLE XIV VACANCIES/TRANSFERS ASSIGNMENTS/REASSIGNMENTS

14.1 Definitions:

- 14.1.1 Assignment - A teaching position consisting of subject matter and/or grade level(s) responsibilities. ~~The District shall make preliminary assignments within the school year by May 15 of the current school year.~~
- 14.1.2 Involuntary Reassignment - Administrator-initiated movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another within the same school site.
- 14.1.3 Voluntary Reassignment - a voluntary movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from configuration to another within the same school site.
- 14.1.4 Involuntary Transfer- Administrator-initiated movement of a unit member from one work location to another work location. The transfer may include a change in grades or subject area as long as the move involves changing work sites.
- 14.1.5 Voluntary Transfer - a voluntary movement of a unit member from one work location to another work location. The transfer may include a change in grade or subject area as long as the move involves changing work sites.
- 14.1.6 Vacancy - any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by re-configuration or restructuring.
- 14.1.7 Seniority- the unit member's initial date of service in the bargaining unit.

14.2 Vacancies:

- 14.2.1 Upon knowledge of vacancies, the District shall deliver to the Association and post on the bulletin board in the IMC room at each School site, a list of all vacancies which occur during the school year and for the following school year.
- 14.2.2 The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess or a period of leave. The unit members yearly request must be in writing and must include a mailing address. The summer address is the responsibility of the unit member.

14.3 Voluntary-Transfers/Reassignments:

14.3.1 Request for transfer or a reassignment shall be made in writing by the unit member. Such requests shall indicate the transfer or assignment desired. Such requests represent consent to transfer or be reassigned and may be acted upon without further consultation with the teacher. At the teacher's request, the district will ~~attempt to assist~~ **provide assistance, to the teacher in their move, including, but not limited to, help moving boxes and materials and provide one paid day to move. A teacher who moves classrooms shall be provided with one additional day of pay at their per diem rate.**

14.3.2 Teachers may request a mutual exchange of grade levels. The request shall be in writing and signed by both teachers involved. The Superintendent may deny the request, based on valid educational reasons. If the Superintendent denies the request, the teachers involved may not grieve the decision, but may appeal to the Board.

14.4 Involuntary Transfers/Reassignments (Administrator-initiated):

14.4.1 The District may seek volunteers prior to making any involuntary transfers or reassignments.

14.4.2 No involuntary transfer or reassignment shall be for arbitrary, capricious, punitive, or discriminatory reasons.

14.4.3 A District-initiated transfer or reassignment shall take place only after a meeting between the unit member and his/her representative (unit-members prerogative) and the Superintendent.

14.4.4 Upon request, the unit member who is being involuntarily transferred or reassigned shall be given the reasons in writing for the impending transfer.

14.4.5 If a unit member is involuntarily transferred or reassigned, the District shall, at the Unit Members request, assist in the movement of all materials and the equipment from one assignment to the other. A unit member who moves classrooms shall be provided with one additional day of pay at their per diem rate and provide one paid day for the move.

14.4.6 If a unit member is transferred or given a new assignment after the first date of paid service for the current school year, he/she will be given four (4) working days of school release time to prepare and make the move. In service days will not be counted as part of the four (4) days. **Additionally, the District shall, at the Unit Members request, assist in the movement of all materials and the equipment from one assignment to the other.**

ARTICLE XV CLASS SIZE

- 15.1 The District shall maintain a class size commensurate with the District's financial and space capabilities and consistent with its policies to provide each student a quality learning environment.
- 15.2 Therefore, the District shall maintain a District-wide average not to exceed **twenty-five (25)** ~~thirty (30)~~. The District-wide average is calculated by dividing the number of students by the number of unit members. When it is necessary to increase the class size above the agreed limit, the District shall demonstrate that it has attempted to reduce the class size by doing one (1) or more of the following:
- 15.2.1 Hire another teacher if at least 25% of the school year has elapsed and there is space available to house the class.
- 15.2.2 Provide an aide(s) for teachers with overloads.
- 15.2.3 Provide a stipend for the teacher(s) with an overload which shall be mutually agreed to by the parties to this Agreement.

ARTICLE XVI EMPLOYEE BENEFITS

- 16.1 The District paid benefits will include:
- 16.1.1 Blue Cross Prudent Buyer Insurance, employee & family
- 16.1.2 California Delta Dental, employee & family
- 16.1.3 Vision Service Plan, employee & family
- 16.2 The District contribution to employee benefits shall not exceed **negotiated** levels as of ~~December 13, 2000~~. Benefits shall be pro-rated for part-time employees who work more than one-half time on the ratio that the number of hours worked bears to a full

time work schedule. As of July 1, 2018 the negotiated District contribution is ~~\$12,224~~ \$12,230

16.3 No cash payments shall be made in lieu of benefits.

ARTICLE XVII SALARY POLICY

17.1 ~~Credentials, all certificated classroom teachers.~~ All teachers must hold a valid California teacher's credential in the field appropriate to their grade level and subject area. All employees must have their credentials on file by September 1 with the Merced County Superintendent of Schools. Any employee whose credential is revoked, suspended or expires during the school year shall not be compensated.

17.2 ~~Classroom teachers new to the District~~ Certificated employees new to the District may receive year for year credit for up to **nine (9)** ~~five (5)~~ years of full-time teaching experience and ~~one (1) year for two (2) years teaching experience up to nine (9) years-~~ ~~maximum~~ in a public elementary, junior high or high school. All teaching experience must have been earned within fifteen (15) years prior to the date of application.

17.3 Salary advancement requirements

17.3.1 All units for advancement must be units from a college or university

17.3.2 Other education related activities may be submitted for advancement. Such activities shall be equate to 17.31 "units" by mutual agreement of the District and the Association.

Salary Schedule:

Salary schedule 2019-2020 increased by 3%

Salary Schedule 2020-21 increased by 3% + \$663 on Benefits

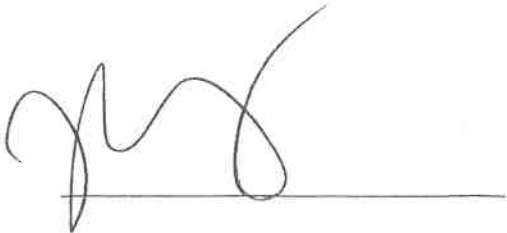
Salary Schedule 2021-22 increased by 3%

2 non-monetary reopeners for each party in the 2nd and 3rd year of the agreement.

Appendix A Grievance form

Appendix B Evaluation form







Merced River Teachers Ass'n

10/18/19

Date

Merced River SD

10/18/19

Date

MRSD & MRTA Negotiations

10/12/2023

The MRTA is requesting the following language changes and COLA increase to the salary schedule:

1. Soft CAP this year and Put a Hard CAP on class sizes - TK, K, 1, 2, 3, at 25
2. Soft CAP this year and Put a Hard CAP on class sizes - 4, 5, 6, 7, 8 at 30
A stipend of \$900 per semester for any class TK - 8 that has more than 30 enrolled students.
To receive the stipend, teachers must reach 51% of the semester with 25+/30+ averaged enrolled students. Stipends will begin this school year for those teachers that qualify.
For the CAP numbers, we would accept students only if they are in our district. Inter-district can be accepted so long as they don't add to a class that is already exceeding or would then exceed the "set" CAP number.
3. MRTA agrees that all current enrolled students will be grandfathered in. If CAP numbers are reached, and we have students enroll who reside within the school boundaries, they will be accepted. New inter-districts may only be accepted if CAP numbers are below the CAP for that particular grade..
4. Increase stipends for all extra-curricular activities. Stipends will be increased with ASB, Athletic Director and Yearbook Advisor being equal. Other stipends will be increased also.
All Coach stipends will be at \$750.
ASB, Yearbook and Athletic Director will be at \$1,500.- These are yearlong positions.
We need to discuss expectations of all stipend positions. Only 'open' positions will be posted.
5. MRTA accepts the 8.13 % COLA for 23/24 school year.
6. MRTA agrees that the 10 Extra Hours will remain the same.

MRSD 23/24 and 24/25 Negotiations

The MRTA is requesting the following language changes:

1. Soft Cap this year and Put a Hard CAP on class sizes -- TK, K, 1, 2, 3 at **25**
2. Soft Cap this year and Put a Hard CAP on class sizes -- 4, 5, 6, 7, 8 at **30**
A stipend of \$900 per semester for any class that has more than 30 enrolled students
For the CAP numbers, we would accept students only if they were in our district. Inter-district can be accepted so long as they don't add to exceeding the 'set' CAP number.
3. Increase stipends for all extra-curricular
4. Accept the 8.13% COLA for 23/24 and 3.94% for 24/25
5. Re-opener for COLA in 24/25 if the COLA changes
6. 10 extra hours to remain the same

The District is willing to settle for 2023-2024 only and reopen negotiations for 2024-2025.

For the Soft and Hard Caps on Enrollment, the district accepts the conditions as requested with the following exception: all current enrolled students will be grandfathered in. The stipend of \$900 per semester per teacher if the class enrollment exceeds 30 for the semester. If CAP numbers are reached, and we have students enroll who reside within the school boundaries, they will be accepted. New inter-districts may be accepted only if CAP numbers are below the CAP.

Stipends will be increased with ASB, Athletic Director and Yearbook Advisor being equal. Other stipends will be increased also.

COLA of 8.13% for 2023-2024 retro to July 1, 2023.

The 10 Extra Hours will remain in effect.

MRSD & MRTA Negotiations

10/12/2023

The MRTA is requesting the following language changes and COLA increase to the salary schedule:

1. Soft CAP this year and Put a Hard CAP on class sizes - TK, K, 1, 2, 3, at 25
2. Soft CAP this year and Put a Hard CAP on class sizes - 4, 5, 6, 7, 8 at 30
A stipend of \$900 per semester for any class TK - 8 that has more than 30 enrolled students.
To receive the stipend, teachers must reach 51% of the semester with 25+/30+ averaged enrolled students. Stipends will begin this school year for those teachers that qualify.
For the CAP numbers, we would accept students only if they are in our district. Inter-district can be accepted so long as they don't add to a class that is already exceeding or would then exceed the "set" CAP number.
3. MRTA agrees that all current enrolled students will be grandfathered in. If CAP numbers are reached, and we have students enroll who reside within the school boundaries, they will be accepted. New inter-districts may only be accepted if CAP numbers are below the CAP for that particular grade..
4. Increase stipends for all extra-curricular activities. Stipends will be increased with ASB, Athletic Director and Yearbook Advisor being equal. Other stipends will be increased also.
Create a stipend for the newly created cheer team. What is the proposed increase?
All Coach stipends will be at \$750.
ASB, Yearbook and Athletic Director will be at \$1,500.- These are yearlong positions.
We need to discuss expectations of all stipend positions. Only 'open' positions will be posted.
5. MRTA accepts the 8.13 % COLA for 23/24 school year.
6. MRTA agrees that the 10 Extra Hours will remain the same.

**Tentative Agreement
Between the
Merced River School District
And the
Merced River Teachers Association**

October 12, 2022

The parties have reached tentative agreement resolving negotiations for 2022-2023 as follows:

ARTICLE I AGREEMENT AND TERM

Modify Article I as follows:

- 1.1 This Agreement is made and entered into ~~this First day of June 2001~~ between the Merced River School District (hereinafter referred to as "District") and Merced River Teachers' Association, the California Teachers Association and the National Education Association (hereinafter referred to as "Association"). The term of this Agreement shall be from the date of ratification until June 30, ~~2001~~ 2025. **The current contract (2019-2022) shall be sunset and the parties shall enter a contract with a new term of 2022-2025.**

ARTICLE VI HOURS AND WORK YEAR

6.7.1 The parties agree that the most important place for a teacher is in their class with students. The parties agree to limit to the extent practicable ~~or eliminate~~ trainings during teaching hours when students are in attendance.

Remainder of Article XI to stay Status quo.

ARTICLE VII LEAVES

Modify Article VII as follows:

- 7.1.6 After all earned leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months or one hundred (100) days ~~in one (1) school year~~ **per illness or injury.**

ARTICLE XV CLASS SIZE

Overage: Teachers with a class size of students over 30 for a majority of the days during the semester shall receive a stipend of \$900.00

ARTICLE XVI EMPLOYEE BENEFITS

Modify Article XVI as follows:

16.2 As of July 1, ~~2019~~ 2022 the negotiated District contribution is \$14,183.00.

Remainder of Article XVI to stay status quo.

ARTICLE XVII SALARY POLICY

Modify Article XVII as follows:

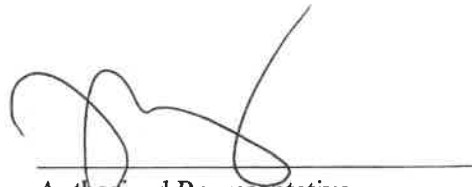
Effective July 1, 2022, a salary increase to the base pay for 2022-2023 by 10.00%.

Reopeners for Salary and Health and Welfare Benefits and up to two articles from each party for 2023-2024 and 2024-2025.

All other articles in the parties' collective bargaining agreement not otherwise modified by this Agreement shall remain status quo.



Authorized Representative
MRTA



Authorized Representative
Merced River School District

10/12/22
Date

10/12/22
Date