

COLLECTIVE BRAGAINING

AGREEMENT

Between

Merced River School District

And

Merced River Teachers Associations

UPDATED SALARY SCHEDULE

Settled Through June 30, 2014

2013-2014

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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.

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 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 when an authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted. 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 shall 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.

ARTICLE IV GRIEVANCE PROCEDURE

4.1 Definitions:

4.1.1 A "grievance" is a claim by the Association or one or more 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(s) making the claim.

4.1.3 A "day" is any day in which 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.

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 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. 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 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, 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 the Association to submit the grievance to arbitration. The Association is not obligated to take every grievance to arbitration.

4.4.3 Level 2a:

4.4.3.1 Before a grievance is considered for arbitration, it shall be submitted for Mediation to a mutually agreeable Mediator or if none is agreed upon, then to the California Mediation and Conciliation service. 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.

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, within fifteen (15) days from the date the grievance was filed at Level 2. 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 the California Conciliation Service. The selection of the arbitrator and the arbitration proceeding shall be conducted 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 thereof have been fully determined.

4.5.6 A grievant, may withdraw the grievance at any time by giving written notice to the District. 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.

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. 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 minutes per day, with required hours set by the District.

6.2 In addition to the above minimum time, employees are responsible for other instructional day duties as assigned which includes, but is not limited to, program development, professional growth activities, parent conferences, committee assignments, faculty and District meetings, special help to student(s), back-to-school nights, student supervision, and other assignments which are necessary for the efficient operation of the District.

6.3 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.

6.4 Each employee shall be entitled to a thirty (30) minute duty-free lunch period within the seven (7) hour and fifteen minute day.

6.5 On days of an emergency release of pupils teachers shall be released and the time shall be made up when the emergency is resolved.

6.6 The number of working days shall be 182 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.

7.1.3 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.

7.1.4 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.

7.1.5 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.

7.1.6 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.

7.1.7 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 eleventh (11th) day of absence due to illness or injury. There is no limit on accumulation of earned Sick Leave.

7.2 Maternity 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.

7.4 A 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 employees 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 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. 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.

8.2 Upon appropriate written authorization, from , the District shall 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.

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.

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/CTA/NEA 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 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 who shall make every effort to resolve the inquiry or complaint.

9.2 If the matter is not resolved at the meeting to the satisfaction of the employee or the complainant, the immediate supervisor shall meet with both parties to attempt to resolve the inquiry or complaint or be put on the Board agenda for review.

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.

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

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 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, will be used as the basis for evaluation and will be inclusive 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 twenty minutes will be followed with written feedback. 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.

13.2.5A 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 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.

13.4 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.

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 2 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 reconfiguration 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. The district will attempt to assist the teacher in their move.

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.
- 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.

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 thirty (30). 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 VVI EMPLOYEE BENEFITS

16.1 The District paid benefits will include:

16.1.1 Blue Cross Prudent Buyer Insurance, employee & family

16.1.2 California Dental, employee & family

16.1.3 Vision Service Plan, employee & family

16.2 The District contribution to employee benefits shall not exceed 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.

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 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