

**COLLECTIVE
BARGAINING
AGREEMENT**

between

MADERA UNIFIED SCHOOL DISTRICT

and

MADERA UNIFIED TEACHERS ASSOCIATION

July 1, 2009 – June 30, 2012

**MADERA UNIFIED SCHOOL DISTRICT
OFFICE OF LABOR RELATIONS**

Revised May 2, 2012

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ARTICLE I AGREEMENT

- 1.1** The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Madera Unified School District ("District") and Madera Unified Teachers Association ("Association"), California Teachers Association, and the National Education Association, an employee organization.
- 1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 to 3549 of the Government Code E.E.R.A Act herein after referred to as "The Act".
- 1.3** Sexual harassment and child abuse complaints shall be excluded from this agreement.
- 1.4** This Agreement shall remain in full force and effect up to and including June 30, 2012, with the following negotiation reopeners:
1. In the school year 2010-2011, the District and the Association may elect to reopen on salary.
 2. In the school year 2011-2012, the District and the Association may reopen on salary, health benefits, and two (2) articles selected by each party.

ARTICLE II RECOGNITION

- 2.1** The District confirms its recognition of the Association as the exclusive representative for that unit of unit members as determined by the Representation Election conducted by the Educational Employment Relations Board on November 18, 1976, and Independent Study Certificated Employees, and Regional Occupational Certificated Employees.

District substitutes and certificated persons employed by other agencies and assigned within the District are not included in the bargaining unit.

ARTICLE III DEFINITIONS

- 3.1** "Unit member" means any employee under contract to the "District", including part-time and temporary, who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2** "Negotiable Items" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment.

"Terms and Conditions of Employment" mean health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for evaluation of unit members, organizational security pursuant to Section 3548.5, 3548.6, 3548.7, and 3548.8 of the Act.

- 3.3 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement pursuant to Section 3540.1, paragraph (h) of the Act (see Article 1.2).
- 3.4 "Association" means the Madera Unified Teachers Association/CTA/NEA.
- 3.5 "Work Day" means a day when the District Office conducts business.
- 3.6 "School Day" means the students' instructional day.
- 3.7 "Duty Day" means a contract day when unit members are in paid status.
- 3.8 "Classroom Teacher" means any employee who spends the majority of the duty day in public instruction.
- 3.9 "Emergency" means any emergency declared by federal, state, or local authorities outside the District, or calamity (fire, earthquake, flood, etc.) or unusual situation affecting the health and safety of students and staff or situations of a similar and highly unusual nature.
- 3.10 "Immediate Family" means mother, father, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, aunt, uncle, step children, or step parent of the unit member or of the unit member's spouse.
- 3.11 "Differential pay" means the regular salary less substitute pay.
- 3.12 "Transfer" means any movement of a unit member from one work site to another.
- 3.13 "Vacancy" means a position of employment requiring credentialed personnel when that opening is approved by the District Human Resources Department.

ARTICLE IV NEGOTIATION PROCEDURES

- 4.1 Not later than the end of the school year in which this Agreement expires, the Association shall present their initial proposal to the Director of Human Resources & Labor Relations. Upon completion of the public notice procedures, the parties will meet within ten (10) workdays and begin negotiations of a subsequent contract. Any agreement reached shall be reduced to writing and signed by both parties, if so requested.

- 4.1.1** This timeline may be altered by mutual consent of both parties.
- 4.2** Either party may utilize the service of outside consultants at its own expense, provided the other party is given five (5) workdays notice.
- 4.3** The District and Association may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives, or committees.
- 4.4** Negotiations shall take place at times and places agreeable to the parties.
- 4.5** The District and Association shall each designate up to (6) representatives, not including a recorder and outside representation for purposes of official meetings and negotiating sessions, and shall notify each other of the bargaining team membership. No official meetings between the parties shall be held unless a majority of each group of representatives is present. MUTA shall reimburse the District for excess substitute cost when the number of MUTA negotiators requiring substitutes exceeds five (5).
- 4.6** Negotiating sessions shall normally be held on workdays except during the last week of any grading period at which time no release time shall be granted.
- 4.7** It is understood that full day substitutes will be hired on days of negotiations.
- 4.8** Release time will be used only for negotiations or activities directly related to the duties of a classroom teacher.
- 4.9** MUTA and the District are responsible for their own minutes. If the interest based negotiation process is used, then joint minutes shall be taken in accordance with procedures agreed upon by the parties.
- 4.9.1** Said minutes shall be the official record of negotiations for both the Association and the District.
- 4.9.2** Should the Association believe a discrepancy exists in the minutes, MUTA's Chief Negotiator and the Director of Human Resources & Labor Relations will meet within ten (10) days to clarify the discrepancy.

ARTICLE V DISTRICT RIGHTS

- 5.1** It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Included but not limited to, the exclusive right to:
- Determine its organization;
 - Direct the work of its unit members;

- Determine the time and hours of operation;
- Determine the kinds and levels of service provided, and methods and means of providing them;
- Establish its educational policies, goals and objectives;
- Insure the rights and educational opportunities of students;
- Determine the staffing patterns;
- Determine the number and kinds of personnel required;
- Maintain the efficiency of District operations;
- Determine the curriculum;
- Build, move or modify facilities;
- Establish budget procedures and determine budgetary allocation;
- Determine the methods of raising revenue;
- Contract out work;
- Take any action on any matter in event of an emergency.

In addition, the District retains the right to hire, classify, assign, evaluate, transfer, promote, terminate, and discipline, including suspension for cause. Suspension of a unit member shall not exceed five days per year and shall be only for cause. Prior to suspension, the District shall provide notice to the unit member and a reasonable opportunity to improve, unless the District determines that the employee's conduct was serious in nature to warrant suspension without prior notice. Suspension under this paragraph shall not be a precondition for initiating discipline under the Education Code.

- 5.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law, and all specific and express terms of this Agreement.

ARTICLE VI ASSOCIATION RIGHTS

- 6.1** The District and Association recognize the rights of unit members to form, join, and participate in lawful activities of unit member organizations.
- 6.2** The District and the Association shall not inquire into, nor predicate any adverse action upon a unit member's personal, political and organizational activities or preferences which are not in conflict with any statute or interfere with the unit member's job performance.
- 6.3** The Association and its members shall have the right to make use of district equipment, buildings, and facilities at reasonable times outside the regular duty day when not being used for school business and with the permission of the appropriate site administrator.

All materials used in the operation of the equipment shall be provided by the Association. All use of equipment, building, and facilities shall be supervised by elected or appointed officers of the Association who will be responsible for proper use and care of the equipment. The Association shall be responsible for loss of or damage to such equipment, buildings and facilities.

- 6.4** The Association may use the District mail service and the unit member mailboxes for communicating with unit members. The Association mail will be addressed to the school "rep" and the "rep" will distribute the mail to individual members. All items distributed shall be clearly identified as to the name of the organization and the name of a responsible officer. The Director of Human Resources & Labor Relations and the Superintendent shall receive a courtesy copy of each communication.
- 6.5** The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards assigned to the local Association, at least one of which shall be provided in each school.
- 6.6** Authorized representatives of the Association, at the request of the Association, shall be permitted to transact official business on school property at reasonable times when unit members are not meeting with students or performing assigned district responsibilities.
- 6.7** Business representatives of the Association, at the request of unit members, may be permitted to transact official business on school property at the duty free lunch period and/or after the normal duty day. The following procedure shall be followed when using this section:
- The Association and the site administrator shall agree upon the time and location of the meeting.
 - The site administrator shall provide an area or room to conduct the meeting.
 - The unit member(s) will be notified in writing by the Association as to the date and time of the meeting.
 - The unit member(s) may attend the meeting.
- 6.8** The Association representatives shall receive reasonable release time for negotiations and grievance processing without loss of compensation.
- In addition, the Association may receive, at Association expense, ten (10) days of release time per year for the purpose of participation in activities directly concerned with the Association fulfilling its obligation as the Exclusive Representative.
- 6.9** The District shall, upon written request, furnish the President of the Association with one (1) copy of any public document.
- 6.10** On or before October 15th, the District shall, upon written request, furnish the President of the Association with:

- Existing non-confidential personnel data for the purpose of developing a scattergram.

- 6.11 The District will forward a Board packet of all public board meetings minus confidential items to the President of the Association.
- 6.12 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of public school employees under the law.
- 6.13 Association faculty representatives and executive Board members will be released from their schools to attend Association Representative Council meetings on the 1st and 3rd Wednesday of the month at 3:30 p.m. or after their last class is excused, whichever is later.
 - 6.13.1 The Association President will provide the District with a calendar of Association meetings at the beginning of the new school year.
- 6.14 The District agrees to provide the option to the Association of releasing the Association President full time at the expense of the Association. The Association shall reimburse the District the actual cost of the President's salary and health and welfare benefits. Payment to the District shall be made in January and July of each year.

ARTICLE VII MAINTENANCE OF BENEFITS

- 7.1 Unless otherwise provided for in this Agreement, the District shall not unilaterally reduce or eliminate any of the following benefits during the term of this Agreement except as may be required by law:
 - 7.1.1 Specifications for insurance coverage of unit members.
 - 7.1.2 Specifications for tax sheltered annuities.
 - 7.1.3 Professional dues and related insurances.
 - 7.1.4 Mandatory provisions of the legislature included in this Agreement which are made permissive during the term of this Agreement.
 - 7.1.5 Provisions to tax shelters, insurance and cost under the Internal Revenue Code Section 125.

ARTICLE VIII GRIEVANCE PROCEDURE

- 8.1 **GRIEVANCE**
A grievance is a claim made by a unit member(s), or the Association where appropriate, that there has been a violation, misapplication, or a

misinterpretation of the specific provisions of this Agreement that adversely affects the grievant.

8.2 GRIEVANT

A grievant is a unit member(s) covered by this Agreement or the Association.

8.3 PURPOSE

The purpose of this procedure is to secure at the lowest possible administrative level solutions to problems which may arise over alleged violations, misinterpretations, or misapplications of articles of this Agreement.

8.4 INFORMATION APPLICATION

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any of the administration and to have the grievance adjusted without intervention by the Association.

8.5 TIME LIMITS

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. Every effort should be made to expedite the process. Time limits may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if being left unresolved until the beginning of the following school year could result in harm to the grievant or the District, the time limits set forth herein may be reduced if the number of grievances and work level of the participants permits, so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

8.6 PROCEDURE

8.6.1 Level One: Discussion with Supervisor

8.6.1.1 A grievant will first discuss the grievance with the appropriate principal or immediate supervisor, using the Level One Grievance Form **[Addendum Q]**. This discussion must be held within ten (10) workdays of the alleged violation, misinterpretation, or misapplication of an article of this Agreement. If this deadline is not met, the matter is not subject to the grievance procedure, unless the deadline has been extended by mutual consent of both parties (in writing).

8.6.1.2 The supervisor has ten (10) workdays in which to respond to grievant.

8.6.2 Level Two: Written Grievance to the Director of Human Resources & Labor Relations

8.6.2.1 If the grievant is not satisfied with the response or the response time has expired, a grievant shall submit in writing the Level Two Grievance **[Addendum R]** to the Director of Human Resources & Labor Relations within ten (10) work days after the date the response is due from the Supervisor at Level One. The unit member shall file the grievance in writing simultaneously with the President of the local Association and the Director of Human Resources & Labor Relations.

8.6.2.2 The Director of Human Resources & Labor Relations has ten (10) workdays to respond in writing to the grievant.

8.6.3 Level Three: Written Grievance to the Governing Board of Education

8.6.3.1 If the grievant is not satisfied with the response or the response time has expired, the grievant shall submit the written grievance to the Superintendent within ten (10) work days after the date the response is due from the Director of Human Resources & Labor Relations in Level Two.

8.6.3.2 The Board has thirty (30) calendar days within which to provide the grievant an opportunity to meet with the Board in executive session for the purpose of resolving the grievance.

8.6.3.3 The entire contents of this Agreement are subject to Level IV resolution.

8.6.4 Level Four: Arbitration

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within ten (10) work days after the unit member has met with the District, the unit member may submit in writing a request for arbitration of the grievance within thirty (30) calendar days after the date the response is due from the Board.

8.6.4.1 The District and the grievant may mutually agree on an arbitrator from a mutually approved list of persons experienced in hearing grievances. If both parties are unable to agree on an arbitrator, the grievant and the District shall request the State Conciliation Service to provide a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

8.6.4.2 The arbitrator shall, after determining the arbitrability of the grievance, conduct a hearing to consider evidence and

arguments pertaining to the grievance(s) and submit a solution. If the parties to the grievance cannot agree on such submission, the arbitrator shall submit a final determination of the grievance in writing to both parties. Such findings shall be final and binding on both parties. Nothing shall preclude the parties from mutually agreeing to shorten or extend any time lines within this level. Such mutual exceptions shall be in writing. Costs for arbitration, including but not limited to arbitrator's fees and expenses, pre-hearing, filing fee, hearing room, transcript and post-hearing shall be borne equally by the District and the Association.

8.7 REPRISALS

No reprisals of any kind will be taken by either party against any grievant, any party directly involved, the District, any member of the local Association, or any other participant in the grievance procedure by reason of such participation.

8.8 REPRESENTATION

A grievant shall be present at all stages of the grievance procedure. At his/her option, he/she may be accompanied and aided by a representative selected by the Association.

8.9 MISCELLANEOUS

8.9.1 If a grievance arises from action of or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the next higher administrator and the processing of such grievance will commence at that point.

8.9.2 Decisions rendered at Level Two of the grievance procedure will be in writing, setting forth the decision and will be transmitted promptly to all parties directly involved.

8.9.3 Time limits for appeal provided at each level shall begin the day following receipt of the written decision.

8.9.4 Unit members required to be at grievance proceedings will be released as per Article VI, paragraph 6.8. If time provided in said article is expended, grievance proceedings will be held at times when participants are not working directly with students or engaged in other district responsibilities.

8.9.5 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.

8.9.6 Action to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures, must be undertaken under separate legal processes.

8.9.7 Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board of Education, or by the Administrative regulations and procedures of this District are not within the scope of this procedure.

ARTICLE IX PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

9.1 Any unit member who is a member of the Madera Unified Teachers Association/ CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Association dues, initiation fees and general assessments to be paid to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deduction for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

9.2 Any unit member who is not a member of the Association, or who does not make application for membership 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 Association dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of Association dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 9.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in paragraph 9.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in section 9.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

9.3 EXCEPTIONS

9.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MUTA/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to a non-religious, non-labor organization agreed to by the Association and the District, charitable funds exempt from taxation under section 501 (c)

(3) of Title 16 of the Internal Revenue Code. Unit members may select one or more of the following charities:

American Cancer Society
Foundation to Assist California Teachers (CTA)
Martin Luther King Scholarship (CTA)
United Way
Valley Public Television (Channel 18)
Nancy Hinds Hospice

Such payments shall be made on or before August 31st of each school year.

9.3.2 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 organizations, pursuant to paragraph 9.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 9.1 and 9.2 of this Article. 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 August 31st of each school year. The Association shall have the right of inspection in order to review said proof of payment.

9.3.3 Any unit member making payments as set forth in paragraphs 9.3.1 and 9.3.2 above, and who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

9.4 With respect to all sums deducted by the District pursuant to paragraphs 9.1 and 9.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies 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.

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

9.6 The Association shall indemnify and hold the District harmless from any court or administrative action relating to compliance with this article in accordance with Government Code section 3546 (e).

ARTICLE X

TEACHING HOURS AND EXTRA CURRICULAR DUTIES

- 10.1** The normal duty day shall consist of four hundred and fifty (450) minutes or seven and one half (7.5) hours, which provides for both instructional time when pupils are in the classroom for regularly scheduled classes and/or non-instructional time. Non-instructional time may include the following:
- 10.1.1** Time before and after the instructional day to be used for preparation, supervision, and meetings called or assigned by the District.
 - 10.1.1.1** Assigned pupil supervision, which shall be distributed in a reasonably equitable manner among unit members at the site throughout the school year.
 - 10.1.2** A minimum of thirty (30) minutes duty free lunch.
 - 10.1.3** Within the normal duty day, teachers for grades 7-12 in departmentalized programs shall have five (5) assigned periods of instruction and one (1) unassigned period set aside for preparation and planning. Normally this would be five (5) periods of instruction and one (1) preparation period assigned consecutively. Exceptions to the six (6) consecutively assigned periods shall not occur without the written consent of the unit member(s). Preparation periods shall not normally be utilized for supervision or instruction of regularly assigned classes.
 - 10.1.4** The District shall allocate an annual amount up to \$250,000 toward preparation and planning at fourth through sixth grades and seventh and eighth grades in non-departmentalized programs. Any unused amount will revert to the district's general fund ending balance. This shall be a year-to-year program with individual schools evaluating and implementing the program for individual site needs.
- 10.2** Modification of the normal duty day may occur within the following limitations:
- 10.2.1** A condition of emergency exists.
 - 10.2.2** Current Inclement weather conditions requiring students to be supervised indoors during recess and in the morning before instruction begins.
 - 10.2.3** Assigned pupil supervision which places students on school premises earlier or later than the normal duty day. In the event that such scheduling requires teachers to report in early or remain beyond the normal duty day, an equal amount of release time shall be provided to the unit member by the site administrator at a mutually agreeable time. Such time shall be taken within twenty (20) working days of the early or late reporting time and is non-accumulative beyond that time.
- Schools, which rotate such duties other than on a once-a-week basis, shall provide comparable release time over an extended period in a

manner mutually agreed upon by the principal and unit member(s) involved.

10.2.4 Meetings convened by the District for in-service training, faculty meetings, grade level meetings, or any other meetings directly concerned with program development, implementation, evaluation, or administration which cannot be held within the time of the normal duty day and may require an extension of the regular duty sign-in and departure time.

10.2.5 Unit members required to attend District/site in-service training, faculty, and grade level meetings outside of their regular contracted day shall be given whenever possible, at least one month prior notice and compensated at the prevailing hourly rate under section 22.2.4, unless a different rate is provided by a state or federal sponsored training program. Only teachers required under state and/or federal programs to attend state sponsored training shall be compensated at the rate provided by the state.

10.3 Extra-curricular duties are duties required by the District, not specifically listed above, and are not assignments involving compensation duties listed in Article XXII. Such duties shall include the following:

10.3.1 Parent conferences

10.3.2 Field trips

10.3.3 After school supervision of students at dances and school sponsored events

10.3.4 After-school supervision of students at dances and/or other school-sponsored events. Such supervision duties shall be reasonably distributed among unit members.

10.4 When making such assignments, the principal shall consider the unit member's individual problems concerning other extracurricular duties, such as those involving weekends or overnight field trips.

10.5 Unit members who are required by a specific request of administration to substitute during their preparation period shall be compensated at the current substitute rate plus 35% for each six periods accumulated.

10.5.1 When all students in a class at K-6 and K-8 schools have to be allocated to other classrooms because a substitute is unavailable, unit members receiving these students shall receive a pro rata share of the per diem substitute pay.

Unit members who have an assigned prep period may be able to provide substitute services during that assigned period only. Unit members who have more than 1 (one assigned prep period, may substitute in one (1) of those periods per day.

10.5.2 For Counselors Only

When absences extend to five (5) or more consecutive days, a substitute will be contacted to cover the extended absence.

ARTICLE XI LEAVES

11.1 SICK LEAVE

11.1.1 PURPOSE The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, or quarantine.

11.1.2 ELIGIBILITY A unit member, covered by this agreement, working five (5) days per week for a full contract year, shall be annually entitled to ten (10) days of leave of absence for the purpose of sick leave utilization.

A unit member covered by this agreement working less than a full year shall be entitled to sick leave in the same ratio that his/her employment bears to a full year employment.

11.1.3 PROCEDURE A unit member exercising this leave of absence provision shall notify the District of his/her need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute service. The notification described herein shall also include an estimate of the expected duration of the absence. The District shall establish procedures for notification.

11.1.4 REQUIREMENTS A unit member becoming aware of the need for absence due to surgery or other predictable or previously scheduled cause, shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

11.1.5 COMPENSATION Any unused sick leave credit may be used by the unit member for sick leave purposes without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive differential pay for a period not to exceed five (5) months consistent with Education Code Section 44977.

11.1.6 RETURN TO SERVICE

11.1.6.1 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

11.1.6.2	Consecutive Days <u>Absent</u> 1-5 6-more	Written <u>Verification</u> Unit Member Licensed Physician
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11.1.6.3 The Director of Human Resources & Labor Relations may require for any absence such evidence concerning the absence as he/she determines necessary to establish its validity.

Absent evidence to the contrary, a unit member's word shall be deemed valid excuse for this article for absences one (1) to five (5) work days. A unit member alleged to have taken an invalid sick leave shall submit the evidence in writing and an opportunity to respond to the allegation prior to any action being taken.

11.1.6.4 A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification or detriment to the unit member's physical and emotional well being.

11.1.6.5 A unit member shall not be allowed to return to service and shall be charged with one (1) additional day of sick leave absence if the unit member fails to notify the District Human Resources Department or the SubFinder System of intent to return to duty by 7:00 p.m. on the day before the unit member intends to return to work. If the substitute can be reassigned, the unit member may remain at school without a loss of sick leave day. Should the unit member have no accumulated sick leave, such failure to notify will result in the unit member being charged a substitute salary deduction.

11.2 PERSONAL LEAVE

11.2.1 PURPOSE A unit member may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

11.2.2 ELIGIBILITY A unit member covered by this Agreement.

11.2.3 PROCEDURE The unit member seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the requested leave.

11.2.3.1 For personal absence covered under this leave policy, the unit member shall submit the request described herein to the Director of Human Resources & Labor Relations for

recommendation and presentation to the Governing Board of Education for approval or denial. A unit member requesting personal leave of absence shall submit the request eight (8) work days prior to the Board meeting before leave is to begin for the Director of Human Resources & Labor Relations consideration and presentation to the Board of Education. If the Board of Education denies the request, the unit member shall be informed when possible within twenty-four (24) hours of the board meeting in which the action was taken.

11.2.3.2 Personal Leaves of Absence without compensation may be granted to a bargaining unit member not to exceed one year at a time, upon recommendation of the Superintendent. If recommended by the Superintendent, one additional year of leave may be granted. Upon the expiration of the second year of leave, an employee must return to duty within the Madera Unified School District or submit his/her resignation. Exceptions will be considered by the Governing Board of Education upon the recommendation of the Superintendent.

11.2.4 REQUIREMENTS A unit member shall not accept gainful employment while on personal leave of absence without prior written approval of the District.

11.2.5 COMPENSATION Any personal leave of absence that may be granted under these provisions shall be without compensation.

11.2.5.1 A unit member on personal leave of absence shall be permitted to participate in the District insurance programs at the unit member's expense.

11.2.6 RETURN TO SERVICE The unit member shall be reinstated to the position and classification held prior to the leave of absence or to a position for which the employee is certificated and qualified.

11.2.6.1 If the personal leave of absence without compensation was granted for personal health reasons, the unit member shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical well-being.

11.3 PERSONAL NECESSITY LEAVE

11.3.1 PURPOSE Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

- 11.3.1.1 In cases where youth care is required, leave is not authorized when another member of the household is present and capable of providing the care or attendance.
- 11.3.1.2 In no case shall Personal Necessity Leave be available for unit member Association activities or the concerted withholding of unit member services.
- 11.3.2 **ELIGIBILITY** A unit member who has equivalent number of requested unused sick leave days.
- 11.3.3 **PROCEDURE** Unit members shall submit a request for personal necessity leave approval on a District approved form to the Director of Human Resources & Labor Relations not less than three (3) working days prior to the beginning date of the leave.
 - 11.3.3.1 Unit members working a full school year may use up to ten (10) days, for the 2010-2011 and 2011-2012 years only, of accumulated sick leave for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.
 - 11.3.3.2 Unit members who have previously arranged to work one (1) semester during a school year may use up to three and one-half (3.5) days of accumulated sick leave or personal necessity days provided the number of personal necessity days does not exceed the number of days of unused sick leave.
 - 11.3.3.3 Unused personal necessity leave days may not be carried over to a subsequent school year.
- 11.3.4 The prior approval required for personal necessity leave shall not apply to the following reasons:
 - 11.3.4.1 Death of a person close to the unit member.
 - 11.3.4.2 Serious illness of a member of the unit member's immediate family.
 - 11.3.4.3 Accident involving person or property of the employee's immediate family.
 - 11.3.4.4 Situation or condition involving minor child requiring appearance of parent or legal guardian where previous notice was not possible and another parent or legal guardian is not present or guardian is not present or capable of attendance.

11.3.4.5 When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure a substitute and shall notify the immediate supervisor of the expected duration of the absence.

11.3.5 REQUIREMENT A unit member may use not more than ten (10) days per year of accumulated sick leave for purposes of approved personal necessity leave, except as provided in paragraph 11.35.1 below.

A unit member shall be allowed to use two (2) of the ten (10) days of personal necessity leave which will not require prior approval; however, if he/she uses these days, he/she will have a remainder of only eight (8) days of personal necessity leave, which if used, shall be deducted from his/her accumulated sick leave.

11.3.5.1 Additional days of accumulated sick leave may be requested from the Director of Human Resources & Labor Relations. In making the determination, the Director of Human Resources & Labor Relations will consider the severity of the need and the impact of the unit member's absence on the instructional program.

11.3.6 COMPENSATION A unit member shall receive full compensation for not more than ten (10) days per year of approved personal necessity leave.

11.3.7 RETURN TO SERVICE Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

11.3.7.1 The Director of Human Resources & Labor Relations may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

11.4 BEREAVEMENT LEAVE

11.4.1 PURPOSE The purpose of bereavement leave utilization shall be for the death of a member of the immediate family (see Personal Necessity Leave Article 11.3.4.1).

11.4.2 ELIGIBILITY A unit member covered by this agreement.

11.4.3 PROCEDURE A unit member exercising this leave of absence provision shall notify the immediate supervisor or District as soon as possible and of the expected duration of the absence.

11.4.4 A unit member shall be granted up to three (3) days for bereavement purposes. If travel of 250-499 miles one way is required, one (1) additional day shall be allowed. If travel of 500 miles or more one way is required, two (2) additional days shall be allowed.

11.4.4.1 A request for leave under this policy for persons outside the definition of immediate family must be submitted to the Director of Human Resources & Labor Relations for approval.

11.4.5 COMPENSATION All of the days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

11.4.6 RETURN TO SERVICE

11.4.6.1 Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

11.4.6.2 The Director of Human Resources & Labor Relations may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

11.5 PARENTAL LEAVE

11.5.1 PURPOSE A unit member may request a parental leave when the spouse of the employee is confined for child delivery or in the event of an infant adoption.

11.5.2 ELIGIBILITY Sufficient unused sick leave credit.

11.5.3 PROCEDURE The unit member exercising leave of absence provision shall notify the immediate supervisor of this need to be absent as soon as known, but in no event later than reasonable notice necessary to secure substitute service.

11.5.4 REQUIREMENTS

11.5.4.1 Allowable leave shall be for not more than five (5) days per year. Additional days may be granted with prior district approval.

11.5.4.2 Allowable leave shall not be accumulated from year to year.

11.5.5 COMPENSATION Five (5) days of unused sick leave credit may be used by the unit member for parental leave purposes without loss of compensation.

11.5.6. RETURN TO SERVICE Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

11.6 PROFESSIONAL LEAVE

- 11.6.1 PURPOSE** The purpose of professional leave utilization shall be for unit members to attend professional conferences, conventions, workshops, and educational seminars.
- 11.6.2 ELIGIBILITY** A unit member covered by this Agreement.
- 11.6.3 PROCEDURE** Unit members requesting leave from regular District duties for such professional activities shall, upon approval of their immediate supervisor, complete the appropriate application form and submit it to the Director of Human Resources & Labor Relations describing the activity and relating it to the education profession and/or his/her assigned duties.
- 11.6.3.1** The written request must be submitted seven (7) work days prior to the last board meeting before the leave is to begin.
- 11.6.3.2** Approval for professional leaves must be made by the Governing Board of Education.
- 11.6.4 REQUIREMENTS**
- 11.6.4.1 CLASS I LEAVES** Leaves granted to unit members to attend conferences or conventions which a unit member elects to attend or to which he/she is sent by the District, for the purpose of acquiring new knowledge and skills having a direct relationship to his/her assignment in the District.
- 11.6.4.2 CLASS II LEAVES** Leaves granted to unit members to attend professional organizational meetings that are a part of the duties of an official position elected or appointed which is directly related to education. The Association's executive officers may, with the permission of the President of the Association, use professional leaves by submitting the request to the Director of Human Resources & Labor Relations for his/her tentative approval or denial.
- 11.6.4.3 CLASS III LEAVES** Leaves granted to unit members to attend conferences or conventions not directly related to education but closely related to the role a unit member must maintain in the community as an active citizen.
- 11.6.5 COMPENSATION**
- 11.6.5.1 CLASS I LEAVES** Full salary credit will be allowed and expenses for meals, lodging, and mileage, will be paid by the District upon filing of a District expense form.
- 11.6.5.2 CLASS II LEAVES** Full salary credit will be allowed and a substitute hired but no additional expenses will be paid by the District.

11.6.5.3 CLASS III LEAVES The cost of the substitute will be deducted from the unit member's regular pay and no expense will be paid by the District.

11.6.6 RETURN TO SERVICE

11.6.6.1 Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

11.6.6.2 The Director of Human Resources & Labor Relations may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

11.7 JUDICIAL AND OFFICIAL APPEARANCE LEAVE

11.7.1 PURPOSE Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the actions or misconduct of the unit member.

11.7.2 ELIGIBILITY A unit member covered by this Agreement.

11.7.3 PROCEDURE The unit member seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such request shall be submitted as soon as possible following receipt of the official order.

11.7.4 REQUIREMENTS

11.7.4.1 A unit member may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

11.7.4.2 Unit members are to be on duty to the District during any of the days not required to be in court.

11.7.4.3 If a unit member is released from jury duty before noon, it is the person's obligation to report back to work immediately.

11.7.5 COMPENSATION

11.7.5.1 Any compensation checks received (except mileage allowance if requested) must be endorsed over to the School District, or the remuneration received shall be

subtracted from the unit member's regular pay for that period of time.

11.7.6 RETURN TO SERVICE

11.7.6.1 Immediately upon returning to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

11.7.6.2 The Director of Human Resources & Labor Relations may require such evidence concerning the leave of absence as determined necessary to establish its validity.

11.8 SABBATICAL LEAVE

11.8.1 PURPOSE Any individual contract heretofore executed between the District and an individual certificated unit member shall be subject to consistency with the terms and conditions of this Agreement.

11.8.2 ELIGIBILITY A permanent unit member who has served not less than seven (7) consecutive years shall be eligible to apply for a sabbatical leave. At the discretion of the Governing Board, up to two percent (2%) of the eligible staff may be granted sabbatical leaves.

11.8.3 PROCEDURE Sabbatical leave applications (in triplicate), must be submitted for recommendation to the Director of Human Resources & Labor Relations. When the applicant's services have been satisfactory, the Director of Human Resources & Labor Relations will forward the application and recommendation to the Superintendent's Cabinet for consideration prior to November 1st or March 1st of the semester preceding that in which the leave is desired. The Governing Board of Education will have final approval.

The applicant will be notified in writing within thirty (30) days of the final filing date regarding the acceptance or rejection of his/her application. Reasons for denial shall be given to the applicant.

11.8.4 REQUIREMENTS Sabbatical leaves shall not be less than one (1) semester, nor more than two (2) semesters in duration.

11.8.5 COMPENSATION

11.8.5.1 A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the District. The unit member granted leave shall be compensated by the District at the rate of fifty percent

(50%) of the salary that would have been received had active service continued.

11.8.5.2 The unit member on sabbatical leave may be paid in the same manner as though active service continued to be to the District, upon the furnishing of a suitable bond indemnifying the District against loss should the unit member fail to satisfactorily complete the leave conditions, and render service for at least twice the length of the leave at the conclusion of the leave of absence. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the unit member.

11.8.6 RETURN TO SERVICE

11.8.6.1 The unit member shall, within sixty (60) days following return to active service, submit a comprehensive report to the Director of Human Resources & Labor Relations certifying successful fulfillment of the terms and conditions under which the leave was granted.

11.8.6.2 This comprehensive report shall include:

- ❖ Official transcripts of all completed course work
- ❖ A complete travel itinerary
- ❖ Recommendation of how the sabbatical leave results may be shared with students and staff
- ❖ A complete file of all pertinent materials either developed or collected during the leave and a recommendation for use within the District

11.8.6.3 Failure to satisfactorily provide this report shall constitute a failure of leave condition and shall result in forfeit of all leave compensation.

11.8.6.4 The unit member shall be reinstated to the classification and position held immediately prior to the sabbatical leave, unless the unit member and the District agree to an alternate classification.

11.9 PREGNANCY/DISABILITY LEAVE

11.9.1 PURPOSE Unit members may request a pregnancy-disability leave when she is required by her physician to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom.

11.9.2 ELIGIBILITY A unit member who has sufficient unused sick leave credit.

- 11.9.3 PROCEDURE** A unit member exercising this leave of absence provision shall notify the immediate supervisor of her need to be absent from service within a reasonable amount of time, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.
- 11.9.4 REQUIREMENTS** A unit member becoming aware of the need for an absence due to pregnancy-disability shall submit a statement from her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.
- 11.9.5 COMPENSATION** Any unused sick leave credit may be used by the unit member for pregnancy/disability purposes without loss of compensation (subject to Article 11.9.4).

Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall receive differential pay (regular salary less substitute pay) for a period not to exceed five (5) months consistent with Education Code Section 44977.

11.9.6 RETURN TO SERVICE

- 11.9.6.1** Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.
- 11.9.6.2** A unit member who has experienced a pregnancy-disability leave of absence shall be required to submit, prior to returning to active duty, a medical statement indicating an ability to return to her position classification without restrictions or detriment to the unit member's physical an/or emotional well being.

11.1.0 CATASTROPHIC ILLNESS

- 11.10.1** An employee who is suffering from a catastrophic illness or injury, who has used all accumulated sick leave, may request donations of accrued sick leave credit consistent with Board Policy 4161.9. "Catastrophic illness" or "injury" leave is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (Education Code 44043.5)

11.1.1 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

11.11.1 PURPOSE Industrial Accident and Illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

11.11.2 ELIGIBILITY An employee covered by this Agreement.

11.11.3 PROCEDURE An employee who has sustained a job-related injury shall report the injury as soon as possible to the District Insurance Department. An employee shall complete the appropriate District form within three (3) days of knowledge that the illness is an alleged industrial illness. An employee claiming such leave shall be examined by a physician of the employee's choice. If the employee does not have a physician of choice, the District will designate such physician.

11.11.4 REQUIREMENTS

11.11.4.1 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same illness or accident.

11.11.4.2 Allowable leave shall not be accumulated from year to year.

11.11.4.3 Industrial Accident or Illness Leave shall commence on the first day of absence.

11.11.4.4 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

11.11.4.5 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount to unused leave due for the same illness or injury.

11.11.4.6 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board of Education authorizes travel outside the state. Employees may travel out-of-state for the purpose of receiving medical treatment.

11.11.4.7 During any industrial paid leave of absence, the District shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions. The

employee shall, in turn, endorse to the District any temporary disability indemnity checks received on account of his/her industrial accident or illness. Upon exhaustion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.

11.11.5 RETURN TO SERVICE

11.11.5.1 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.

**ARTICLE XII
CLASS SIZE**

12.1 In no event shall the class load exceed thirty-eight (38) students except during the seven (7) week adjustment period at the beginning of school, or in traditional large group instruction (i.e., physical education, competitive sports, music) without the written consent of the unit member(s).

**ARTICLE XIII
TRANSFERS, REASSIGNMENTS, & VACANCIES**

13.1 TRANSFERS

- 13.1.1** A transfer is defined as a change in a unit member's work site.
- 13.1.2** A transfer may be unit member initiated (voluntary) or District initiated (involuntary).
- 13.1.3** The criteria when selecting unit members for voluntary or involuntary transfers shall be applied by the District in the following order:
 - 13.1.3.1** Unit member meets minimum certification for the position
 - 13.1.3.2** Training, skills and experience as it relates to this position and school/district program
 - 13.1.3.3** If the above factors are equal, District seniority shall be the determining factor. Notwithstanding, this section in cases involving voluntary transfer, a principal at a school ranked

in deciles 1-3 on the Academic performance Index has a right to refuse the transfer.

13.1.4 VOLUNTARY TRANSFERS (UNIT MEMBER INITIATED)

- 13.1.4.1** Unit members may request a voluntary transfer for the following school year not later than June 15 of the prior school year on the District form submitted to the Human Resources Department. No voluntary transfers shall be considered after August 1 of each school year. Any opening occurring after August 1 shall be treated as a mid-year opening in accordance with section 13.3.1.5.
- 13.1.4.2** The unit member making the request shall file with the Human Resources Department a "Request to Transfer" form before the deadline for applications for the vacancy.
- 13.1.4.3** A unit member may request that an application be treated as confidentially as is practical.

13.1.5 INVOLUNTARY TRANSFER (DISTRICT INITIATED):

- 13.1.5.1** The District may find it necessary to make an involuntary transfer. The reasons generally include:
 - 13.1.5.1.1** Fluctuation in enrollment
 - 13.1.5.1.2** Instructional program and staffing needs
 - 13.1.5.1.3** Resolving a legal dispute or by court order
 - 13.1.5.1.4** Specific program reduction
- 13.1.5.2** The selection of the unit member to be involuntarily transferred shall be based upon the criteria in Article 13.1.3 and shall not be undertaken exclusively for disciplinary reasons.
- 13.1.5.3** A unit member to be involuntarily transferred shall be given notice of the pending transfer as soon as administratively possible but not less than ten (10) work days prior to the effective date of transfer. If the involuntary transfer is necessary because of unanticipated enrollment fluctuation and occurs within ten (10) work days after the semester has begun, the ten (10) day notification requirement may be waived.
 - 13.1.5.3.1** Unit members who are involuntarily transferred while their current assignment is in session will be provided up to three days release time for the purpose of onsite curriculum preparation and relocation of materials to the new assignment. The number of release days will

be determined by mutual agreement between the unit member and site administrator.

13.1.5.4 When determined appropriate by the District, it shall seek volunteers prior to making an involuntary transfer.

13.1.5.4.1 A unit member who has been involuntarily transferred shall not be subject to such transfer again for one (1) year following completion of the first involuntary transfer year, except in cases of emergency.

13.1.5.5 Unit members who are involuntarily transferred as a result of school closure and/or site staff reduction, in consultation with MUTA, shall be placed in available vacancies as determined by the District prior to posting vacancies for voluntary transfer.

13.2 REASSIGNMENTS

13.2.1 A reassignment is defined as a change in department assignment 7 through 12, a change in job title, or a change in grade level pre-K through 8th grade at the same site.

13.2.1.1 In the event of a combination assignment, a principal will work with his/her staff to explore incentives for the assignment.

13.2.2 Reassignment may be employee initiated (voluntary) or District initiated (involuntary).

13.2.3 The criteria when selecting unit members for voluntary or involuntary reassignments shall be applied by the District in the following order:

13.2.3.1 Unit member meets minimum certification for the position

13.2.3.2 Training, skills and experience as it relates to this position and school/district program. Preferred criteria for the position shall be included in the job posting.

13.2.3.3 If more than one (1) unit member at the same site are equally qualified based on the above criteria, District seniority shall be the determining factor

13.2.4 VOLUNTARY REASSIGNMENT

13.2.4.1 A unit member may request of the Principal a voluntary reassignment to take effect during the school year or at the beginning of the next school year.

13.2.4.2 A unit member making the request shall file with the Human Resources Department a "Request for Reassignment" before the application deadline for the vacancy.

13.2.4.3 Subject to 13.2.5, unit members at the affected site shall be given first opportunity to apply for openings identified by the site administrator, prior to posting vacancies under 13.3. If no applicant at the site is selected, the vacancy shall be posted in accordance with normal District procedures. The site administrator shall provide prior notice of these vacancies to unit members at that site. During the school year, the vacancy shall be posted for a minimum of three (3) work days.

13.2.5 INVOLUNTARY REASSIGNMENT

13.2.5.1 The District may find it necessary to make an involuntary reassignment. The reasons generally include:

- 13.2.5.1.1** Fluctuation in enrollment
- 13.2.5.1.2** Instructional program and staffing needs
- 13.2.5.1.3** Resolving a legal dispute or by court order
- 13.2.5.1.4** Specific program reduction

13.2.5.2 The selection of the unit member to be involuntarily reassigned shall be based upon the criteria in Article 13.2.3 and shall not be undertaken exclusively for disciplinary reasons.

13.2.5.3 A unit member to be involuntarily reassigned shall be given notice of the pending reassignment as soon as administratively possible but not less than ten (10) work days prior to the effective date of the reassignment. If the involuntary reassignment is necessary because of unanticipated enrollment fluctuation and occurs during the period of time from ten (10) days before the beginning of a semester to ten (10) work days after a semester has begun, the ten (10) day notification requirement may be waived.

13.2.5.3.1 Unit members who are reassigned while their current assignment is in session will be provided release time up to three days for the purpose of curriculum preparation and relocation of materials to the new assignment. The number of release days will be determined by mutual agreement between the unit member and site administrator.

- 13.2.5.4** A unit member to be involuntarily reassigned shall have the right to indicate preferences from a list of vacancies within the school.
- 13.2.5.5** A unit member who has been involuntarily reassigned shall not be subject to such reassignment again for one (1) year following completion of the first involuntary reassignment year, except in cases of emergency.

13.3 VACANCIES

- 13.3.1** Subject to 13.2.4.3, notices of bargaining unit vacancies shall be posted for a minimum of five (5) work days at the Human Resources Department and at each school site in session. All bargaining unit vacancies shall be announced on EdJoin or similar online job announcement site.
 - 13.3.1.1** Notices of vacancies shall include the position title, description, including preferred criteria, location, grade level or subject matter assignment, and credential(s) required.
 - 13.3.1.2** A vacancy that occurs fifteen (15) work days or less before the opening of school need not be posted.
 - 13.3.1.3** One (1) copy of all notices of vacancy shall be mailed to the President of the Association at the time of posting.
 - 13.3.1.4** A vacancy is defined as a position of employment requiring credentialed personnel when that opening is approved by the Human Resources Department.
 - 13.3.1.5** A mid-year opening filled by the District with a temporary employee shall be posted as a vacancy for the ensuing school year if the District intends to continue the position. Unit members at the affected site shall be given first opportunity to apply. If no applicant at the site is selected, the vacancy shall be posted in accordance with normal District procedures. The site administrator shall provide prior notice of these vacancies to unit members at that site. During the school year, the vacancy shall be posted for a minimum of three (3) work days.

13.4 In filling either the voluntary "Request to Transfer" or the voluntary

"Request for Reassignment", a unit member will be required to commit to the transfer or reassignment after acceptance of the position by the unit member.

- 13.5 In the event the applicants for a vacant position include unit members and qualified applicants from outside the district, the position will be filled based on the criteria in Article 13.1.3 and will include the additional criteria of unit member status.
- 13.6 Applicants not selected to fill a vacancy may request and receive from the District an explanation of the basis for the denial of their request.
- 13.7 No vacancy shall be filled prior to the closing date for applications as specified on the notice of said vacancy.

ARTICLE XIV EVALUATION PROCEDURES

14.1 PURPOSE OF EVALUATION

14.1.1 It is understood and agreed by the parties that their primary objective is to consistently maintain the quality of education in the District. It is further understood and agreed that this objective can be achieved by a willingness on the part of the District and the Association to assist all unit members.

14.1.2 Evaluations are confidential and shall be conducted according to the terms of this article.

14.2 CRITERIA FOR EVALUATION

14.2.1 The criteria for evaluation in the District shall include the criteria on the appropriate evaluation instrument:

Teacher Evaluation Instrument *[Addendum J]*
School Counselor Evaluation Instrument *[Addendum L]*
School Nurse Evaluation Instrument *[Addendum M]*

14.3 EVALUATION TIMELINES

14.3.1 New unit members shall be evaluated as often as is constructive and no less than once each semester, not later than December 1st of any school year. If the evaluation rating is "needs improvement" or "unsatisfactory" a second evaluation shall be completed not later than March 1 of that year.

14.3.2 Probationary unit members shall be evaluated as often as is constructive and not less than once each year.

- 14.3.3 Permanent unit members shall be evaluated as often as is constructive and not less than once every two years.
- 14.3.4 All formal evaluations for new/probationary/permanent unit members shall be completed on the negotiated evaluation forms and given to the unit member at least 30 days prior to the end of the school year for the unit member being evaluated.
- 14.3.5 Any timeline addressed in the evaluation section may be extended with concurrence of both parties. Any unit member, who submits an irrevocable letter of intent to retire for that particular year, will not be evaluated by site administration.

14.4 PERFORMANCE OBJECTIVES

- 14.4.1 The evaluator will meet with the unit member and discuss documentation to be used during the evaluation process, including written objectives of performance and criteria of evaluation as established in the evaluation form, at least five (5) work days prior to beginning evaluation. This conference must occur no later than the eighth (8th) week of the school year in which the evaluation is to take place.
- 14.4.2 Within fifteen (15) work days of receiving the written goals from the unit member, the evaluator will conference with the unit member to review the Teacher Goals Initial Conference Agreement **[Addendum G]**.
- 14.4.3 If the unit member and evaluator agree on the written goals, the unit member and evaluator will sign **[Addendum G]**.

During the course of the evaluation period, mitigating circumstances may arise which require modification of performance goals. A review of performance goals may be requested by the unit member or the evaluator. New performance goals may be determined following the original process and taking such mitigating circumstances into consideration.

- 14.4.4 Should the unit member disagree with the performance goals, then the unit member and evaluator will agree to have the goals reviewed by one unit member and/or one administrator mutually agreed upon by the original unit member and the evaluator. The unit member may add a statement to **[Addendum G]** if written goals cannot be modified to his/her satisfaction.

14.5 CLASSROOM OBSERVATIONS

- 14.5.1 Classroom observations used for formal written evaluation of unit members who are classroom teachers will be recorded on the Lesson Observation Form **[Addendum I]**. Prior to a formal classroom observation, the unit member shall complete the pre-formal observation plan **[Addendum H]** and shall conference with the evaluator.

14.5.1.1 Informal observations may be conducted by site administration at any time. Areas of needed improvement identified by the administrator during the first semester of any given school year which could serve as a basis for an unsatisfactory evaluation shall be shared with the affected unit member in writing prior to the end of the first semester. Informal classroom visits by site administration may be part of the formal evaluation of the unit member. The member will be provided feedback on an agreed upon form by MUTA and the District within 10 days of the informal visit and will not include any forms used for data collection.

14.5.2 The length of classroom observations will be as follows:

14.5.2.1.1 For probationary unit member's classroom observations shall collectively last a minimum of either ninety (90) minutes or two (2) full periods per evaluation. One of the classroom observations must be at least thirty (30) consecutive minutes in duration.

14.5.2.2 For permanent unit members classroom observations shall collectively last a minimum of either forty-five (45) minutes or one (1) full period per evaluation. One of the observations must be at least thirty (30) consecutive minutes in duration.

14.5.3 No formal classroom observation shall take place during the week of parent conferences unless mutually agreed upon by the unit member and the administrator.

14.6 OBSERVATION CONFERENCE TIMELINES

14.6.1 Contents of the Lesson Observation Form will be discussed with the unit member who is a classroom teacher, within ten (10) work days after the observation. Areas of commendation and/or areas of recommendation will be noted on the Lesson Observation Form **[Addendum I]**.

14.6.2 The unit member will sign a copy of the Lesson Observation Form and return it to the evaluator within ten (10) work days after the observation conference. The unit member may attach a written statement to the Lesson Observation Form **[Addendum I]** if he/she feels it is inaccurate or incomplete.

14.7 EVALUATION GUIDELINES

14.7.1 The evaluator's written review of a unit member's performance will be entered on the appropriate Teacher, Counselor, or Nurse Evaluation Instrument **[Addenda's J, L or M]**.

- 14.7.2** Any unit member who believes he/she has received a negative evaluation shall, upon written request, be entitled to a subsequent observation, conference and written evaluation.
- 14.7.3** The evaluator and the unit member will collaborate to take affirmative action to act upon cited recommendations. Such action shall include specific recommendations for improvement, assistance in implementing such recommendations (provision of additional resources and training), use of constructive techniques to measure improvement, and implementation of a timeline to monitor improvement. Improvement and correction of deficiencies and adherence to the implementation of recommendations and established timelines will be noted in the final written evaluation.
- 14.7.4** Unit members shall not be required to prepare a written evaluation of another unit member.
- 14.7.5** Unit members shall not be required to assess their own performance. Should a unit member choose to assess his/her own performance, the unit member shall be notified before revealing the substance of such self-assessment that the content may adversely affect the unit member's job security, and that the unit member is not required to reveal such self-assessment.
- 14.7.6** The evaluator shall not base an evaluation of a unit member on any information which cannot be reasonably verified.
- 14.7.7** The unit member has ten (10) work days following the final evaluation conference to attach a written comment to the written evaluation before it is placed in his/her personnel file.

The written comment shall be signed by the unit member and attached to the written evaluation and placed in the unit member's personnel file. The evaluator shall initial and date the response to signify that he/she has read the response.

- 14.7.8** The established grievance resolution procedure of this agreement may be utilized for processing any disputes which may arise over the evaluation procedures. In the event that a dispute is resolved in favor of the evaluatee, no record of the disputed portion(s) of the evaluation shall be kept by the District in any file, office or place. Any such records shall be destroyed.

14.8 EVALUATION OF ADDITIONAL ASSIGNMENTS

- 14.8.1** The evaluation of a unit member's performance in a compensated additional assignment shall not be included in the evaluation of the unit member's regular duty assignment.
- 14.8.2** The evaluation of high school band director, middle school band director, assistant band director, pep & cheer auxiliary group sponsor, yearbook

advisor, newspaper advisor, and drama advisor may, at the discretion of the evaluator, be included in the evaluation of the regular duty assignment of the unit member or may be evaluated separately.

14.9 PEER ASSISTANCE AND REVIEW PROGRAM

The Madera Unified Teachers Association and Madera Unified School District desire to establish and maintain a program, as permitted by law, to provide assistance and support to teachers employed by the District who are in need of or desire peer support in subject matter knowledge or teaching methods. This program shall hereinafter be entitled the Peer Assistance and Review Program (PAR or the Program).

14.9.1 Mandatory Participation

- 14.9.1.1** A permanent classroom teacher who receives an unsatisfactory rating in his/her final evaluation in areas of subject matter knowledge or teaching methods shall be evaluated in the succeeding year and shall participate in the District's Peer Assistance and Review (PAR) Program designed to improve the unsatisfactory performance. The PAR Program structure is contained in ***[Addendum F]***.
- 14.9.1.2** The teacher's evaluator shall send a copy of the unsatisfactory evaluation to the PAR Panel, described in ***[Addendum F]***.
- 14.9.1.3** On or before July 15, the Participating Teacher shall select a Consulting Teacher, from a limited list provided by the PAR Panel, described in ***[Addendum F]***, to review the specific teaching/instructional areas identified as unsatisfactory in the final evaluation.
- 14.9.1.4** On or before the 4th week of the Participating Teacher's school year, the Consulting Teacher shall meet with the Participating Teacher and his/her evaluator to discuss the specific teaching/instructional areas identified as unsatisfactory and an assistance plan shall be developed between the Consulting Teacher and the Participating Teacher in consultation with the Participating Teacher's evaluator.
 - 14.9.1.4.1** The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities and classroom observation in the teaching/instructional areas identified as unsatisfactory in the final evaluation.

14.9.1.4.2 During the assistance plan period, the Consulting Teacher shall conduct multiple classroom visitations of at least thirty (30) minutes duration, and shall have both pre-observation and post-observation conferences. The Consulting Teacher shall submit written interim reports to the referred Participating Teacher for discussion and review and to the PAR Panel, as deemed necessary by the Panel, on the status of the participating teacher's progress in the PAR program.

14.9.1.4.3 During the assistance plan period the Consulting Teacher and the Participating Teacher's evaluator shall maintain a cooperative relationship and consult with each other on the Peer Assistance and Review process and the participating teacher's progress towards meeting the objectives stated in the assistance plan.

14.9.1.5 On or before April 1, the Consulting Teacher shall complete a final report of the unit member's participation in the assistance plan. The review shall identify the areas needing improvement; the assistance provided the unit member and assessment of the results of the assistance, including a statement whether the member has satisfactorily achieved the objectives of the assistance plan. The Consulting Teacher shall provide the final assistance plan report to the PAR Panel, Participating Teacher, and Evaluator. The participating teacher shall have the right to attach a written explanation and/or rebuttal to the report.

14.9.1.6 On or before the first regular Board meeting in April, the PAR Panel shall submit to the Governing Board the names of Participating Teachers who were unable to demonstrate satisfactory improvement in the PAR Program.

14.9.1.7 The final assistance plan report and related documentation prepared by the Consulting Teacher along with the Participating Teacher's written response, if any, shall be placed in the Participating Teacher's personnel file and considered by the Evaluator in completing the Participating Teacher's final evaluation and in subsequent personnel decisions affecting the Participating Teacher.

14.9.2 Voluntary Participation

14.9.2.1 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his/her participation in the PAR Program at any time.

14.9.2.1.1 The PAR Panel shall have discretion to accept the Volunteer Participating Teacher in a PAR Program based on consensus approval of all PAR Panel members. The accepted Volunteer Participating Teacher shall select his/her Consulting Teacher from a list of all available Consulting Teachers.

14.9.2.1.2 All communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with administrators, including the Participating Teacher's evaluator or the PAR Panel, without the written consent of the volunteer.

14.9.3 Appeal Process

A unit member shall not have access to the grievance process in this Agreement to challenge the contents of any reports, evaluation or decision of the PAR Panel or Consulting Teacher.

14.9.3.1 A unit member may challenge the procedure used in administering the Program by filing a complaint with the PAR Panel. The PAR Panel shall consider the complaint and provide a response to the unit member.

14.9.3.2 In the event the unit member is dissatisfied with the response of the PAR Panel, the unit member may appeal alleged violations of the PAR procedures contained under sections 14.9.1 and 14.9.2 above beginning at level two of the grievance procedure. Such appeal shall be made only when error(s) are substantial enough to have adversely affected the progress of the Participating Teacher toward meeting the objectives stated in the assistance plan.

14.9.3.3 Should it be determined at any level in this procedure that the complaint is valid, the District as detailed in 14.7.8 above shall keep no record of the Consulting Teacher's report.

ARTICLE XV PUBLIC CHARGES

- 15.1** Except as provided in Article 15.3 below, no negative and/or unsatisfactory evaluation or disciplinary action shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator or District administration from students, parents, and/or citizens, unless the following procedures have been followed:
- 15.1.1** Any student, parent, or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint within five (5) work days of receipt if the complaint may be used against the unit member.
 - 15.1.2** Should the involved unit member believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member, complainant and immediate supervisor. At the request of the unit member, an Association representative shall be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be accepted or utilized by the District in any evaluation or disciplinary action against the unit member.
 - 15.1.3** If the matter is not resolved at the meeting to the satisfaction of the complainant, the complaint shall be reduced to writing by the complainant or dictated by the complainant to the unit member's immediate supervisor or designee within a reasonable amount of time. A copy of the complaint will be provided to the unit member. The unit member shall be given reasonable release time during the non-instructional duty day to review the complaint. If the complaint is not reduced to writing, the matter shall be dropped.
- 15.2** Complaints which are withdrawn or shown to be false after an objective investigation by the District shall not be placed in the unit member's personnel file or made a part of any disciplinary action against the unit member.
- 15.3** This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves unlawful misconduct including sexual harassment, child abuse, violations of state or federal law, or is subject to investigation by a law enforcement agency.

ARTICLE XVI PERSONNEL FILES

- 16.1** A unit member may, by request, inspect his/her personnel file at the Human Resources Department.

16.1.1 Prior to examination of the unit member's file, all the following data shall be removed:

- ❖ Ratings, reports, or records which were obtained prior to employment with the District, **and/or**;
- ❖ Ratings, reports, or records which were prepared by identifiable examination committee members, **and/or**;
- ❖ Ratings, reports, or records which were obtained in connection with a promotional examination.

16.2 A unit member shall be provided any negative or derogatory material before it is placed in his/her file. The unit member shall be given ten (10) work days to initial, date and prepare a written response to the material. The written response shall be attached to the material.

16.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such unit member's personnel file at District cost. Confidential materials are not to be made available to the employee or the representative of the Association (see Article 16.1.1)

16.4 The person or persons who prepare material to be placed in a unit member's personnel file shall sign and date the material.

16.5 Access to personnel files shall be limited to the members of the District Administration and the Governing Board of Education on a need-to-know basis.

16.6 No disciplinary material shall be placed in a personnel file which cannot be reasonably verified.

16.7 The contents of all personnel files shall be kept in the strictest confidence.

ARTICLE XVII TRAVEL

17.1 Schedules of unit members who are assigned to more than one school shall be arranged so that no such unit member shall be required, except as a prior condition of employment, to engage in interschool travel of more than thirty-five (35) miles per day. Such unit members shall be notified of changes in their schedules as soon as possible or as soon as the necessity of a change in schedule is known.

17.2 Unit members who may be requested or assigned to use their personal automobiles in the performance of duties, and unit members who are assigned to more than one school per day, shall be reimbursed for driving done between or among schools or assigned work areas at the current District mileage rate.

- 17.3** Unit members who use their personal automobiles for approved field trips or other business of the District at District request, shall receive the mileage rate provided in Article 17.2.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

- 18.1** Any individual contract between the District and an individual certificated unit member heretofore executed shall be subject to consistency with the terms and conditions of this Agreement.
- 18.2** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures.
- 18.3** Within thirty (30) days of ratification of the Agreement by both parties herein, the Human Resources Department shall have sufficient copies prepared for distribution to each certificated employee in the District.
- 18.4** A teacher's notification to the Governing Board of Education that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification.

ARTICLE XIX TERMS AND NEGOTIATIONS

- 19.1** This agreement shall remain in full force and effect up to and including June 30, 2012.
- 19.2** Extend the current contract term of agreement through June 30, 2012, with the following negotiation reopeners:
1. In the school year 2010-2011, the District and the Association may elect to reopen on salary.
 2. In the school year 2011-2012, the District and the Association may reopen on salary, health benefits, and two (2) articles selected by each party.
- 19.3** Proposals submitted in Article 19.2 shall be submitted to the Director of Human Resources & Labor Relations.

ARTICLE XX SAVINGS

- 20.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions continue in full force and effect.
- 20.2** In the event a provision of the contract is declared invalid, the parties shall meet within ten (10) work days of receipt of a written request to renegotiate the provision.

ARTICLE XXI SAFETY

- 21.1** The District shall make available in each school a lunchroom, restroom, and lavatory facilities for unit member use.
- 21.2** Unit members shall notify their immediate supervisor, in writing, on a District form, if they feel there is an unsafe or hazardous condition.
- 21.3** The immediate supervisor shall call or submit, within a reasonable time, a work order to assess and/or correct conditions representing an unsafe or hazardous condition reported to him/her on a District form by an employee. The supervisor shall notify the employee in writing of the action taken on the claim of an unsafe or hazardous condition.
- 21.4** The District shall provide safe working conditions for unit members within the fiscal capabilities of the District.
- 21.5** Unit members will adhere to safe practices and procedures.
- 21.6** Assault, battery, or any threat of force or violence, directed toward unit members while in attendance at school or related school activities, shall be reported by the unit members to their immediate supervisor.
- 21.7** The District shall take appropriate action whenever a unit member, while in attendance at school or at related school activities, is physically or verbally attacked by another person or persons. Such action will include: immediate assistance, calling of police, calling for medical attention, if necessary, and filing police reports. Unit member(s) and administrator(s) having personal knowledge of an incident will provide such information, if necessary, to the appropriate law enforcement agencies in filing complaints.

ARTICLE XXII

SALARY AND FRINGE BENEFITS

22.1 CLASS AND STATION CRITERIA

22.1.1 Classification by Professional Preparation

Unit members shall be placed on the appropriate class of *Salary Schedule [Addendum B]* in accordance with degrees and advanced preparation. Any changes in degrees and/or advanced preparation shall be reported to the District by September 1 in order for the unit member to advance laterally on the salary schedule.

22.1.1.1 For the 2006-2007 fiscal year, the Certificated Salary Schedule shall be increased by 3% effective July 1, 2006.

22.1.1.2 For the 2007-2008 fiscal year, the Certificated Salary Schedule shall be increased by 5% effective July 1, 2007.

22.1.1.3 The Association agrees to offset the cost of health benefits for future negotiations as part of the total compensation negotiations. This does not preclude the District from negotiating other cost items proposed by the Association, including step and column costs, as part of total compensation.

22.1.2 Initial Station Placement

New unit members shall be given credit on a year-for-year basis at the time of initial placement on the *Salary Schedule [Addendum B]* for previous (valid educational credential) certificated experience.

22.1.3 Station Requirement

The advancement on the *Salary Schedule [Addendum B]* shall be at the rate of one (1) station for each year of teaching experience. If a unit member is employed for at least one (1) semester of a school year, the unit member shall be given credit for that year's experience for salary schedule advancement purposes.

22.2 SALARY

22.2.1 Advanced Degrees

Masters: In accordance with the Certificated Salary Schedule *[Addendum B]*, \$863 shall be added annually to salaries of those holding Masters Degrees.

Doctorates: In accordance with the Certificated Salary Schedule *[Addendum B]*, \$863 shall be added annually to salaries of those holding Doctorate Degrees.

22.2.2 Salary Schedules

Certificated Salary Schedule [Addendum B], Extra Duty Factors [Addendum C], Coaching Factors [Addendum D], and Special Services Factors [Addendum E].

22.2.3 Vocational Agriculture

22.2.3.1 Twelve Month Contracts

Six (6) positions in the Vo-Ag Department are on 219 day contracts due to project supervision during the summer (July 1- June 30).

22.2.4 Prevailing Hourly Rate

Bargaining unit members working beyond the regular contracted days will be paid at the District's prevailing hourly rate of compensation. The prevailing hourly rate is \$30.00 per hour.

22.3 HEALTH AND WELFARE BENEFITS

The District agrees to provide health, dental, and vision coverage through the California Valued Trust as follows:

22.3.1 The District shall contribute ninety percent (90%) of the active Plan 3, prescription Plan A premium health and welfare package with the unit member contributing the difference of the overall cost of the plan chosen.

22.3.2 It is the intent of the parties that the ninety/ten (90/10) ratio of premium costs shall be shared, respectively by the District and the unit member following the term of this agreement.

22.3.3 Married unit members employed by the District will be entitled to the California Valued Trust 150% rule.

22.3.4 Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves, shall continue to receive full insurance coverage to be paid by the employee for that period of illness not to exceed twelve (12) months following exhaustion of said leave, providing they remain an employee of the District. Unit members on Board approved unpaid leaves of absence shall receive insurance coverage for the period of the leaves to be paid by the unit member.

22.3.4.5 The District and the Association agree to establish a joint health and welfare benefits committee to review current health benefits for unit members and discuss options for cost containment. The committee shall convene no later than January 10, 2008.

22.4 EARLY RETIREMENT MEDICAL INSURANCE COVERAGE

22.4.1.1 A certificated unit member who elects to retire is eligible for continued medical insurance coverage if he/she meets the following qualifications:

22.4.1.1.1 Minimum of fifteen (15) years of full time service in the Madera Unified School District. Minimum of twenty-five (25) years of full time service in the Madera Unified School District for unit members who commence employment with the District after June 30, 2002.

22.4.1.1.2 At least fifty-eight (58) but not more than sixty-four (64) years of age for the unit members who commence employment with the District after June 30, 2002.

At least fifty-five (55) but not more than sixty-four (64) years of age for unit members who began employment with the District on or before June 30, 2002.

22.4.1.1.3 Provides a signed written irrevocable notice of intent to retire to the Human Resources Department at least 120 calendar days prior to the date of retirement. Failure to timely notify the District as required herein shall result in a waiver of benefits under section 22.4.

22.4.2 The medical insurance coverage will be equivalent to the medical plan in effect for all certificated personnel.

22.4.3 For the purpose of keeping medical insurance coverage current, the retiree shall have premiums paid in a timely manner before the 5th calendar day of each month. Failure to have premiums current will result in cancellation of coverage.

22.4.4 The plan shall be in effect from the date of retirement and shall continue until any of the following terminates the plan:

22.4.4.1 Retiree has a 65th birthday

22.4.4.2 Retiree becomes eligible for Medicare or Medi-Cal

22.4.4.3 Retiree fails to pay any cost assessed

22.4.4.4 Retiree fails to notify the Districts' Business Office prior to the last working day of any calendar year **[Addenda's N and O]**

22.4.4.5 Death of retiree

22.4.5 The Governing Board of Education shall allow retired unit members to remain on the composite health insurance plan at their expense until they are eligible for Medicare provided said employee has served five (5) consecutive years of service in the District prior to retirement.

A Board approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

22.4.6 The Governing Board of Education may grant fringe benefits to a unit when the unit member is on an STRS disability leave and because of the

employee's extreme medical condition is unable to continue full-time employment in the District. The decision of the Governing Board in granting this exemption is final. This provision shall not be subject to Article VIII Grievance Procedure.

22.5 EARLY RETIREMENT BONUS

Permanent unit members who are not eligible for benefits under section 22.4, and who notify the District of their intent to resign/retire at least 120 calendar days prior to the date of resignation/retirement, shall receive a \$300.00 bonus.

ARTICLES XXIII WAIVERS

23.1 If it is determined that a waiver of the collective bargaining agreement is necessary in order to implement a specific site plan, the following procedure shall be followed:

23.1.1 A secret ballot shall be conducted by the Association's building representative or designee at the school site.

23.1.2 At least one (1) week prior to the vote, all unit members shall be provided with a written explanation of the requested waiver including, but not limited to, the specific contract provision to be waived, the duration of the waiver, evaluation process, and the projected impact on staff, students, and the educational process.

23.1.3 A seventy percent (70%) vote of the eligible Association members at the school site casting ballots is necessary to waive any portion of the Collective Bargaining Agreement.

23.1.4 Completed waiver applications shall be submitted to the MUTA Executive Board and the MUSD Governing Board of Education for final approval.

23.1.5 A majority of Association members casting ballots at a school site, voting by secret ballot, may rescind the waiver.

23.1.6 All balloting for a waiver or rescission shall be conducted to assure year round "off-track" teachers have an opportunity to vote.

23.1.7 The parties agree that during the month of May of each year, the parties will review waivers of negotiated contract provisions as to the continuation of these waivers into the subsequent school year.

23.1.8 If the parties mutually agree to waive any specific contract provision to accommodate site plan implementation and there exists a parallel or similar board policy section, the waiver shall be effective upon the Governing Board of Education waiving that parallel or similar board policy section for the same period that the contract language is waived.