

COLLECTIVE BARGAINING AGREEMENT

between

MADERA UNIFIED SCHOOL DISTRICT

and

**CERTIFICATED MANAGEMENT
BARGAINING ASSOCIATION (CMBA)**

July 1, 2009– June 30, 2012

Revised November 30, 2010

**Madera Unified School District
Office of Labor Relations**

TABLE OF CONTENTS

ARTICLE	PAGE
I AGREEMENT.....	1
II RECOGNITION.....	1
III DISTRICT RIGHTS	1
IV ASSOCIATION RIGHTS	2
V GRIEVANCE PROCEDURE	4
VI PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS	7
VII LEAVES	9
VIII TRANSFERS, REASSIGNMENTS, & VACANCIES	9
IX EVALUATION PROCEDURES.....	9
X EDUCATION CODE 44951 RELEASE/REASSIGNMENT	10
XI SALARY AND FRINGE BENEFITS	11
XII CONCERTED ACTIVITIES	13
XIII SAVINGS	13
XIV TERM	13
 APPENDIX	
Contract Ratification & Governing Board Approval	A
Health and Welfare Benefits	B
Memorandum of Understanding re CMBA Membership Dues & Fees.....	C

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 Certificated Management Bargaining Association ("CMBA" or "Association").
- 1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 to 3549 of the Government Code.

ARTICLE II RECOGNITION

- 2.1** The District confirms its recognition of CMBA as the exclusive representative for the following bargaining unit.
- 2.1.1** Including Principals, Vice-Principals, Assistant Principals, Attendance Officer, Director of Guidance and Counseling, Coordinators, and Educational Specialists.
- 2.1.2** Excluding all management employees including Superintendent, Associate Superintendent's, Directors, Chief Academic Officers, and all psychologists and confidential employees.

ARTICLE III DISTRICT RIGHTS

- 3.1** 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 enough in nature to warrant suspension without prior notice. Suspension under this paragraph shall not be a precondition for initiating discipline under the Education Code.

- 3.2** 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 IV ASSOCIATION RIGHTS

- 4.1** The District and Association recognize the rights of unit members to form, join and participate in lawful activities of unit member organizations.
- 4.2** 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.
- 4.3** 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, consistent with applicable Board Policies, District regulations, practices and law.

All materials used in the operation of District 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.

- 4.4** The Association may use the District mail and email services and the unit member mailboxes for communicating with unit members consistent with

applicable Board Policies, District regulations, practices and law. The Association mail will be addressed directly 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 and the Superintendent shall receive a courtesy copy of each communication.

- 4.5** The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards assigned to the Association, at least one of which shall be provided in each school.
- 4.6** 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, subject to prior approval of the Superintendent or designee.
- 4.7** Business representatives of the Association, at the request of unit members, may be permitted to transact official business on school property during the unit members' free lunch period and/or after the normal duty day.
- 4.8** The Association representatives shall receive reasonable release time for negotiations and grievance processing without loss of compensation.

In addition, the Association may receive five (5) 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.
- 4.9** The District shall, upon written request, furnish the President of the Association with one (1) copy of any public document.
- 4.10** 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.
- 4.11** The District will forward a Board packet of all public board meetings minus confidential items to the President of the Association.
- 4.12** 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.

ARTICLE V GRIEVANCE PROCEDURE

5.1 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.

5.2 GRIEVANT

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

5.3 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.

5.4 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.

5.5 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.

5.6 PROCEDURE

5.6.1 Level One: Discussion with Director Human Resources

5.6.1.1

A grievant shall first discuss the grievance with the Director of Human Resources. 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 shall not be subject to the grievance procedure, unless the deadline has been extended by mutual written consent of both parties.

- 5.6.1.2** The Director of Human Resources shall have five (5) workdays to respond to the grievant.

5.6.2 Level Two: Written Grievance to the Superintendent

- 5.6.2.1** If the grievant is not satisfied with the response at Level One, or the response time has expired, a grievant may submit in writing the Level Two Grievance to the Superintendent within ten (10) work days after the date the response is due from the Director of Human Resources at Level One. The unit member shall file the grievance in writing simultaneously with the President of the Association and the Superintendent.

- 5.6.2.2** The Superintendent shall have ten (10) workdays to respond in writing to the grievant.

5.6.3 Optional Mediation Prior to Level Three

- 5.6.3.1** Within the time limits for appeal to Level Three, if the grievant is not satisfied with the decision at Level Two, the District or grievant may request that the grievance be submitted to mediation prior to proceeding to level Three of the grievance procedure. Upon mutual agreement to utilize this step, the District shall contact the California State Conciliation Service and request that a mediator be appointed.

- 5.6.3.2** The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. The mediator shall have no power to render a decision or make a public recommendation on the grievance. Any statements made during the mediation process shall be confidential and shall not be admissible in any future court or administrative proceeding.

- 5.6.3.3** If a resolution of the grievance is not reached through this process, the grievant may appeal the grievance to Level Three.

5.6.4 Level Three: Written Grievance to the Governing Board

- 5.6.4.1** If the grievant is not satisfied with the response at level Two, or if no resolution has been achieved in mediation, the grievant may submit the written grievance to the Governing Board within ten (10) work days after the date the response

is due from the Superintendent in Level Two or, if mediation has been selected by the parties, within ten (10) days after the final mediation session.

- 5.6.4.2** The Board shall have thirty (30) calendar days within which to provide the grievant an opportunity to meet with the Board in closed session to present the grievance. Following the meeting, the Board shall render a final decision on the grievance.

5.7 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 Association, or any other participant in the grievance procedure by reason of such participation.

5.8 REPRESENTATION

The grievant shall be present at all stages of the grievance procedure. The grievant may be accompanied by a representative selected by the Association.

5.9 MISCELLANEOUS

- 5.9.1** 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 Director of Human Resources, the grievant may submit such grievance in writing to the next higher administrator and the processing of such grievance shall commence at that point.

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

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

- 5.9.4** Unit members required to be at grievance proceedings shall be released in accordance with Article IV, paragraph 4.8. If the time provided for grievances is extended, grievance proceedings shall be held at times when participants are not working directly with students or engaged in other district responsibilities.

- 5.9.5** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

- 5.9.6** 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.

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

ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 6.1** Pursuant to Section 3646 of the Government Code, each unit member shall within thirty calendar days of his or her employment into the CMBA Bargaining Unit, or the execution of this Agreement by the parties, whichever comes first, either join CMBA as a member ("member") and pay its annual membership dues ("dues"), or remain a non-member ("non-member") and pay the annual service fee ("fee") CMBA charges non-members subject to the following:
- 6.1.1** Each employee in the unit who is a member on June 30, 2005, and who remains a member on July 31, 2005, shall remain a member and pay dues for the duration of this Agreement.
- 6.1.2** Each employee in the unit who joins CMBA as a member on or after July 1, 2005, shall remain a member and pay dues for the duration of this Agreement.
- 6.1.3** Each employee in the unit who is not a member on July 1, 2005, shall pay the fee for the duration of this Agreement unless the employee becomes a member, in which case he or she shall pay the dues thereafter for the duration of this Agreement.
- 6.1.4** A member who drops his or her CMBA membership during the thirty calendar day period immediately following June 30, 2005, shall pay the fee for the duration of this Agreement, unless he or she becomes a member again, in which case he or she shall pay the dues thereafter for the duration of this Agreement.
- 6.1.5** Each employee who is employed into the bargaining unit after the start of the school year shall have his or her dues or fee, whichever applies to the particular employee, pro-rated for that school year, to reflect the number of months he or she is employed that school year, however, he or she shall pay the full dues or fee, whichever applies to the particular employee thereafter.
- 6.1.6** All dues and fees shall be payroll deducted by the District from the pay of the respective CMBA member and non-member, at no cost to CMBA or

such unit member, and subject to the following:

- 6.1.6.1** Dues and fees shall be paid in ten equal monthly installments September through June each fiscal year (July 1 through June 30).
- 6.1.6.2** CMBA shall notify the District in writing thirty calendar days in advance of any change in the dues or fees that apply for that fiscal year.

6.2 EXCEPTIONS

6.2.1 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 CMBA 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
- Madera Educational Foundation
- United Way
- Valley Public Television (Channel 18)
- American Heart Association

Such payments shall be made on or before September 30th of each school year.

6.2.2 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 6.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 6.1 and 6.2 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 September 30 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

6.3 With respect to all sums deducted by the District pursuant to paragraphs 6.1 and 6.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to CMBA 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.

- 6.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6.5 CMBA 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 VII LEAVES

- 7.1 Leave benefits shall be provided to unit members consistent with existing Board Policy, District procedures, and practices.

ARTICLE VIII TRANSFERS, REASSIGNMENTS, & VACANCIES

- 8.1 Transfers, reassignments, and filling of vacancies shall be implemented in accordance with existing Board Policy, District procedures, and practices.
- 8.2 Lateral transferee applicants shall be given consideration for posted vacancies prior to reviewing outside applicants.

ARTICLE IX EVALUATION PROCEDURES

- 9.1 Unit members shall be evaluated in accordance with the evaluation procedures implemented by the District and CMBA Joint Evaluation Committee, and Board Policy, District Administrative Regulations, and practices.
- 9.2 At the conclusion of each school year, the District and CMBA Joint Evaluation Committee shall review the current evaluation procedure and make recommendations for any modifications, which shall be subject to negotiations.

ARTICLE X

EDUCATION CODE 44951 RELEASE/REASSIGNMENT

10.1 PERSONNEL REDUCTION OR REORGANIZATION

- 10.1.1** Management employees may be released from their position and reassigned pursuant to Education Code Section 44951 due to lack of work, lack of funds, reduction in services, decline in enrollment, and/or as a result of administrative reorganization. Any time that the District anticipates the need to reduce bargaining unit staff, or reorganize in a manner that affects bargaining unit staff, the District shall meet with the Association and discuss the need for such change. The District shall meet with the Association and, to the extent required by law, negotiate the effects of the reorganization or staff reduction on the bargaining unit members, and the procedures to be followed in any subsequent reassignments. Such negotiations shall begin no later than April 1.
- 10.1.2** Before March 15, the Governing Board shall meet and determine whether the identified employee may be released from his/her position effective the end of the school year and reassigned to a different position.
- 10.1.3** Prior to notice of the proposed reassignment, the management employee shall be given an opportunity to discuss the reason(s) for the reassignment with the Superintendent or designee and jointly review whether viable options exist to permit the management employee to remain in the restructured position. Upon written request, the reason(s) for the reassignment shall be reduced to writing and made available to the management employee. The management employee shall have access to materials upon which the proposed action is based pursuant to Education Code section 44031.
- 10.1.4** By March 15, the employee shall be notified of the Board's action by registered mail or in person. If the notice is presented to the employee in person, the employee's signature acknowledging receipt of the notice shall be obtained on the District's copy of the written notice.
- 10.1.5** Prior to final Board action effecting the reassignment, the management employee may request to meet with the Board and respond orally and/or in writing to the proposed action in closed session. The management employee shall have the right to be represented by a person of the employee's choice.

- 10.1.6** Before July 1, the Board shall take additional action to bring into effect the release and reassignment of employees who receive the above notice.

10.2 DEMOTION OR REASSIGNMENT

- 10.2.1** Management employees may be released from their position and reassigned to another position with less compensation and/or significantly less responsibility for reasons other than those stated above, as authorized under Education Code Section 44951.
- 10.2.2** Prior to notice of the proposed reassignment, the management employee shall be given an opportunity to discuss the reason(s) for the reassignment with the Superintendent, and may request a written statement of the reasons for reassignment. The management employee shall have access to materials on which the proposed action is based pursuant to Education Code section 44031.
- 10.2.3** If the reassignment is to a teaching position, the Board shall give the employee, if requested, a written statement of the reasons for the reassignment. If these reasons include incompetency as an administrator or supervisor, the District shall have completed an evaluation of the employee within the 60-day period immediately preceding the notice date.
- 10.2.4** Prior to final Board action effecting the reassignment, the management employee may request to meet with the Board and respond orally and/or in writing to the proposed action in closed session. The management employee shall have the right to be represented by a person of the employee's choice.

ARTICLE XI SALARY AND FRINGE BENEFITS

- 11.1** Unit members shall receive compensation in accordance with the Certificated Management Salary Schedule.
- 11.1.1** The Certificated Management Bargaining Association salary schedule shall be reduced by an across-the-board five (5) day furlough, effective July 1, 2009, and ending on June 30, 2010. During the 2009-2010 school year, either party may reopen negotiations regarding the salary schedule upon ten (10) days' written notice. A restoration of some or all of the above reduction

will be negotiated if the criteria in paragraph 2 below are met.

If the Undesignated Unrestricted Ending Balance on the Unaudited Actuals (column A, line F2C) for the fiscal year 2009-2010 exceeds the Projected Undesignated Unrestricted Ending Balance (column D, line F2C) on the Second Interim for the fiscal year 2009-2010, the District and the Association agree to reopen negotiations concerning restoration of the five (5) day furlough for the 2009-2010 school year.

The District agrees that if health insurance premium costs for unit members do not increase at the anticipated level of 10%, then the Association's proportion share of the percentage difference below 10% shall be used to reduce the five (5) day furlough taken by the unit members for the 2009-2010 school year.

11.2 Classification by Professional Preparation

Unit members shall be placed on the appropriate class of Salary Schedule in accordance with degrees, job classification, and years of service at that classification. Any changes in degrees shall be reported to the District by September 1 in order for the unit member to receive credit for that school year.

11.3 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 for previous (valid educational credential) experience at that job classification.

11.4 Step Advancement

The advancement on the Salary Schedule shall be at the rate of one (1) step for each year of experience at that classification. 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.

11.5 Provide an annual maximum district contribution towards district health benefits, including medical, dental, and vision, up to \$11,360 (paid tenthly) for eligible unit members beginning October 1, 2007, in accordance with attached Appendix B.

11.6 The District and CMBA shall establish a joint committee to review and make recommendations on salary schedule realignments which shall be subject to negotiations.

ARTICLE XII CONCERTED ACTIVITIES

- 12.1** It is agreed and understood that there will be no strike or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operation of the District.
- 12.2** The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Article and to make every reasonable effort toward inducing all employees to do so. In the event of a strike or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all reasonable steps to cause those employees to cease such action.
- 12.3** It is agreed and mutually understood that any employee violating this Article may be subject to disciplinary action.

ARTICLE XIII SAVINGS

- 13.1** 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.
- 13.2** In the event a provision of the contract is declared invalid, the parties shall meet within ten (10) workdays of receipt of a written request to renegotiate the provision.

ARTICLE XIV TERM

- 14.1** This agreement shall remain in full force and effect up to and including June 30, 2012, with the following negotiation reopeners:
- In the school year 2009-2010, the District and the Association may reopen on salary, health and welfare benefits, and two (2) articles selected by each party.
 - In the school year 2010-2011, the District and the Association may reopen on salary, health and welfare benefits, and two (2) articles selected by each party.

- In the school year 2011-2012, the District and the Association may reopen on salary, health and welfare benefits, and two (2) articles selected by each party.

14.2 Changes in existing board policy and/or District regulations effecting unit members occurring during the term of this agreement that are within the scope of representation shall be subject to negotiations to the extent required by the Educational Employment Relations Act.

APPENDIX A

THIS CONTRACT WAS RATIFIED BY THE MEMBERS OF
CERTIFICATED MANAGEMENT BARGAINING ASSOCIATION
ON MAY 17, 2010 AND WAS APPROVED
BY THE MADERA UNIFIED SCHOOL DISTRICT
GOVERNING BOARD ON
MAY 25, 2010

APPENDIX B

CERTIFICATED MANAGEMENT BARGAINING ASSOCIATION (CMBA)

HEALTH AND WELFARE BENEFITS

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

- A. The District shall provide an annual maximum contribution towards district health benefits up to \$11,360.
- B. Unit members married to other District employees receiving health and welfare benefits shall be entitled to payment rules as dictated by California Valued Trust.
- C. 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.