

MCCABE UNION ELEMENTARY SCHOOL DISTRICT

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COLLECTIVE BARGAINING AGREEMENT BETWEEN MCCABE UNION ELEMENTARY SCHOOL DISTRICT AND McCABE TEACHERS ASSOCIATION /CTA/NEA 2019-2020

Reviewed on _____ by

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ARTICLE I RECOGNITION

The District recognizes the McCabe Teachers Association/CTA/NEA as the exclusive representative of the bargaining unit described as follows, for purposes of meeting and negotiating:

All certificated employees of the District, excluding management, confidential, supervisory, substitute, home teachers who are not otherwise members of the bargaining unit and hourly rate employees.

ARTICLE II SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE III MANAGEMENT RIGHTS

3.1

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, repair, maintain, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; transfer bargaining unit work and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, layoff, terminate and discipline employees; and to determine the effects and impact of any action implementing any of the rights enumerated in this Section.

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 the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformity with law, and shall not be subject to the Grievance Procedure of this Agreement, or subject to the meet and negotiate process.

3.3

The District retains its right to amend, modify or rescind the following Articles in this Agreement in cases of emergency: Leaves, Hours of Employment and Class Size. The determination of whether or not an emergency exists shall be made in good faith and is solely within the discretion of the Board, the Superintendent, or his/her designee. An emergency is defined as an unusual set of circumstances which creates a reasonable likelihood of damage to person or property or disruption to or interference with the operation of the District unless action is taken. The action will be limited to the duration of the emergency. The Superintendent will notify and, if possible, consult with an Association representative prior to the determination of emergency.

3.4

The District agrees that the provisions of this Agreement and the exercise of the District's power and authority shall not be interpreted or applied in a manner which is unlawfully discriminatory.

3.5

The Association agrees to indemnify and hold harmless the Board, each Board member, and all administrators against any and all claims, losses, expenses, and costs arising out of, directly or indirectly, the application of the provisions in the agreement between the parties for dues deductions.

ARTICLE IV ASSOCIATION RIGHTS

4.1

The Association shall have the reasonable use of the District internal mail system to distribute materials which emanate from the Association office for communication to its unit members provided that such materials include the name of the Association and date. Distribution of District materials shall have priority over distribution of organizational materials. Distribution of Association materials shall be subject to the workload of the District mail delivery service. The Association is responsible for the content of all information sent in the District mail.

4.2

The Association shall have the right to post notices of activities and matters of Association concern on a reasonable section of a designated bulletin board designated by the District in an area frequented by employees. The Association shall be responsible for the content of all its information posted on school bulletin boards.

4.3

Authorized Association representatives conducting Association business shall, upon arriving at a site, report initially to the office of the Superintendent to announce their presence, the identity of the employee(s) whom the representatives wish to contact and the anticipated length of the time of the contact. Such visits shall be scheduled only during the employee's duty-free lunch period or non-duty hours.

4.4

The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the right of employees to refuse to form, join, participate in employee organization activities, and in anyway support employee organization activities.

4.5

The District, if requested by the Association, shall furnish the Association with the following:

- 4.5.1** Board Agenda, along with materials distributed with the Agenda which are public records and will be available on the district website.
- 4.5.2** A copy of the approved J-90.
- 4.5.3** An employee salary schedule showing the placement of bargaining unit members.
- 4.5.4** Board Policies are available on the district website.
- 4.5.5** Such other documents to which the Association is entitled by law for purposes of meeting and negotiating and processing grievances.

4.6

Under the provision of Assembly Bill 119 New Employee Orientation, the structure, time, and manner of exclusive representative access shall be determined through mutual agreement between the employer and the exclusive representative, subject to the requirements of Section 3557.

1. District Notice to MTA of New Hire Orientation

a. The District shall provide at least 10 days' notice in advance to the MTA of any scheduled orientation meetings for new unit member(s), and during these orientation meetings, permit MTA up to forty-five (45) minutes for the Chapter President or designee to address the new unit member(s). Orientations shall be held upon any on-boarding process; the orientation sessions shall be held on District property, at a time scheduled by the District.

b. If the orientation session is held during the regular work hours, the Chapter President or designee shall receive forty-five (45) minutes of release time to address the new unit member(s).

c. If the orientation session is held outside of regular work hours, the Chapter President or designee shall receive forty-five (45) minutes of paid time, at their regular rate of pay (paid by the District), to address the new unit member(s).

2. Employee Information

a. The District shall provide MTA with the following information within 30 days of employment, or at the first pay period of the following month the following information:

- I. Name
- II. Job Title/Classification
- III. Department
- IV. Work Location
- V. Work Telephone
- VI. Home Address
- VII. Home Telephone Number
- VIII. Personal Cellular Phone Number (if on file with the district)
- IX. Personal Email Address (if on file with the district)

3. The information provided under Section 2 (a) shall be provided to the MTA for each unit member three times each school year; by Aug. 31st, Dec. 31st and April 30th. The information shall be provided to the MTA President electronically via a mutually agreeable secure site provided by the District.

4. During District orientation, the MTA Chapter President or designee shall be granted paid release time (to be paid by the District) to make a presentation at the orientation session. CTA staff and endorsed vendors may also attend.

ARTICLE V SALARY

5.1

Employees will be paid according to the salary schedule attached hereto as Exhibit A.

Attach salary schedule

5.2

In order to receive a year's service credit for salary purposes, an employee must serve at least seventy-five percent (75%) of the days in the year, including days on which the employee is on authorized leave under Section 8.2.2.

ARTICLE VI HOURS OF EMPLOYMENT

6.1

The District, represented by the Superintendent or his/her designee, may require teachers to attend faculty meetings, committee meetings, parent meetings, open houses, parent's nights, and student activities, including dances and athletics. There shall be a limit of twenty-five (25) hours per school year per employee of such assignments in addition to the teacher workday.

6.2

There shall be 180 instructional days plus those other workdays in which teachers work and students are not in attendance. The total number of workdays shall be 185 days, the balance in excess of 180 being days before school opens, after school closes, or teacher in-service days, at the discretion of the Board of Trustees. The District may designate no more than four (4) days before school opens, with one (1) of the four (4) days dedicated to teachers for classroom preparation; and no more than one (1) day after school closes as required duty days.

6.3

The teacher workday is defined as no more than 7 ½ hours, including lunch. The specific hours and times to be assigned to each teacher shall be within the sole discretion of the District, subject to the provisions of this section. The starting and ending times and the length of the student day, as well as the length and number of class periods per day, shall be within the sole discretion of the District Board of Trustees. The length of the instructional day in grades K-3 shall be no more than 285 minutes.

6.4

Every teacher shall be entitled to one duty-free uninterrupted lunch period of at least thirty (30) minutes as part of the workday.

6.5

All certificated employees are required to attend all staff meetings. The District's regularly scheduled all staff meetings shall be held on the 1st and 3rd Monday of the month with a start time of 3:00pm. The 2nd and 4th Monday of the month will be purposed to the teachers for collaboration time, grade level meetings, preparing classroom activities, etc. In the event, the scheduled Monday falls on a holiday, the meeting schedule will default to the next day. The District reserves the right to schedule emergency meetings. Emergencies are deemed as: unforeseeable or unanticipated circumstances.

All time during the workday which is not time assigned as direct student contact including, but not limited to, tutoring and student discipline such as detention, will be devoted to activities including, but not limited to, faculty meetings, preparation for future instructional activities, curriculum development, articulation meetings, evaluation of student performance, parent and student conferences, in-service training activities and meetings, conferences with administrators and other teachers regarding students, other meetings, and such other functions as may be designated by the District in its discretion. An employee may be required to attend no more than three (3) nights per year for Parent-Teacher Conferences, Open House, and Back-To-School Night.

6.6

The District shall consult with the Association before final adoption of the annual school calendar and any amendments thereto. In the event the District closes school due to adverse weather or other conditions, the inservice days during the school year may be changed to student instructional days, at the sole discretion of the District.

6.7

Teachers will spend whatever time is necessary to prepare adequately for classroom instruction and all other professional responsibilities.

6.8

Each teacher may be assigned to the supervision of students during the workday on an equitable basis.

6.9

Teachers leaving campus at any time after the beginning of the workday or before the end of the workday shall first secure the permission of the Superintendent or his/her designee.

6.10

There shall be seven minimum days per school year scheduled for: parent conferences, last day of school, day before winter break, Primary Olympics, etc. to be determined on an annual basis. The day before Winter Break and the last scheduled instructional day will be minimum days. The other five (5) days shall be scheduled during Parent Conference Week/Primary Olympics/ day before Spring Break etc. - to be determined on an annual basis. The length of minimum days will be determined by the District.

The District will schedule a minimum of three (3) days and up to seven (7) minimum days, to be determined on an annual basis, for Staff Development. Three (3) of the Staff Development Days will be aligned and purposed for end of the quarter duties. The remaining Staff Development Days will be utilized to meet the needs of the District. The District will meet with the McCabe Teachers Association before final adoption of the school calendar by the Board of Trustees.

ARTICLE VII EMPLOYEE BENEFITS

7.1

The District shall contribute toward the purchase of health insurance plans. The plans shall include:

- 7.1.1** Employee and dependent health care insurance (including pharmaceutical coverage). The District shall contribute no more than “Employee Only: Comprehensive Medical and Premier Dental/Vision and Life” (Equivalent to the Highest Coverage Level offered by the District) coverage per employee towards the purchase of such insurance.
- 7.1.2** Employee and dependent dental care insurance. The District's contribution is included in the health care insurance total amount.
- 7.1.3** Employee and dependent vision care insurance. The District's contribution is included in the health care insurance total amount.
- 7.1.4** Employee and dependent prescription insurance. The District's contribution is included in the health care insurance total amount.
- 7.1.5** Employee and dependent life insurance. The District's contribution is included in the health care insurance total amount.

7.2

The selection of the plans shall be within the sole discretion of the District, provided that employee benefits shall be equal to or greater than the benefits provided under the plans in effect during the (1996-1997). The name of the plan, the name and style of any cards carried by the employee, and the relative fame and goodwill of any insurance or other company providing coverage or service in connection with any of the plans shall not be considered "employee benefits" within the meaning of this section.

7.3

The District shall contribute for part-time employees who are employed half-time or more that proportion of the above amount as their hours are to a full-time teaching assignment to be used toward the purchase of the above-mentioned health insurance programs.

7.4

In the event that the cost of any of the above benefits should exceed the District contribution, the District is authorized to deduct the balance automatically from each employee's paycheck.

7.5

The parties may mutually agree to modify the employee benefits so as to prevent the premium costs from exceeding the above maximum contribution.

ARTICLE VIII LEAVES

8.1

Certificated employees under this Agreement are entitled to and shall receive the rights to personal illness leave, transfer of sick leave, industrial illness or accident leave, bereavement leave, maternity leave, and military leave, as set forth and required by provisions of the Education Code. Such statutory rights are included within and are not in addition to the leaves provided for under this Agreement.

8.2

GENERAL LEAVE PROVISIONS

Teachers on District-approved paid and unpaid leave shall be entitled to:

- 8.2.1** Return to a teaching position within their credential, providing that they have not been dismissed, de-certified, or declared mentally incompetent.
- 8.2.2** Receive credit for annual salary increments provided that they have actually provided service or are on authorized leave for seventy-five percent (75%) of the days school is in session the year for which they are granted credit.
- 8.2.3** Teachers on District-approved fully paid leaves shall continue to receive health insurance coverage for the period of the leave.

8.3

SICK LEAVE

- 8.3.1** Every full-time bargaining unit employee shall be entitled to ten (10) days of paid sick leave per school year, earned on July 1 of each year. Said leave is to be used solely for illness or other physical disability preventing the employee from performing his or her duties, except as provided in Section 8.4 hereof.
- 8.3.2** Unused sick leave shall accrue from school year to school year, as provided by law, and may be used at any time during the school year subject to the requirements of this Article.
- 8.3.3** The District may require that the employee provide written verification by a physician of the employee's disability and ability to return to work if the District Superintendent determines that verification is appropriate under the circumstances. If such verification is provided by a physician selected by the District, the District will pay any cost that exceeds that provided by the District health insurance.
- 8.3.4** Salary deductions will be made for illness or accident beyond the days covered by full pay sick leave or upon failure to provide the required verification.

- 8.3.5** An employee employed for less than five school days per week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for illness or injury as the number of days he is employed per week bears to five.
- 8.3.6** The District shall provide each employee with a statement of the number of days of leave under this section which he has accumulated, plus the number of days to which the unit member is entitled for the current school year. Information provided on monthly pay stub.
- 8.3.7** An employee of the District shall be entitled to transfer sick leave accumulated while employed by other school districts and county superintendents of schools to the extent required by law.
- 8.3.8** When an employee is absent from his duties on account of illness or other physical disability as defined above for a period of five months or less, whether or not the illness arises out of or in the course and scope of employment, the amount to be deducted from the salary due him for any month in which the absence occurs shall not exceed the amount which is actually paid a substitute employed to fill his position or would have been paid to the substitute had he been paid. The District shall make every reasonable effort to secure the services of a substitute employee.
- It is understood the substitute salary schedule is established and amended by the District without being subject to negotiations.
- 8.3.9** Leave under Section 8.3 may be used by an employee who is required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery there from. The employee shall, as soon as possible, provide the District with a written statement from the employee's physician as to the beginning and ending dates of the period of disability and of any change in those dates.
- 8.3.10** An employee on leave under Section 8.3.1 or 8.3.8 shall receive the same health and welfare benefits which he would have received had the employee served during the day.

8.4

PERSONAL NECESSITY LEAVE

- 8.4.1** A bargaining unit employee may use no more than seven (7) days of accumulated sick leave per school year in case of compelling personal importance or necessity.
- 8.4.2** For purposes of this section, "compelling personal importance or necessity" is defined as:
- 8.4.2.1** Death or serious illness of a member of the employee's immediate family;
 - 8.4.2.2** Accident involving his person or property, or the person or property of a member of his family;

8.4.2.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.

8.4.2.4 A bargaining unit member may use no more than three (3) days of personal necessity leave per school year for special/family events which take place during the employee's working hours and reasonably cannot be transacted during non-working hours.

8.4.3 For purposes of this section, "compelling personal importance or necessity" shall not include:

8.4.3.1 Pursuit of business, financial, or economic interests of the employee, except under unusual circumstances with the advance permission of and in the sole discretion of the District Superintendent.

8.4.3.2 Vacation or other recreational pursuits.

8.4.3.3 Concerted activities.

8.4.4 Except in the case of circumstances set forth in Section 8.4.2.1 and 8.4.2.2 hereof, advance permission for leave taken pursuant to hereto must be obtained from the District Superintendent, who shall have sole discretion to determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave under Sections 8.4.2.1 and 8.4.2.2 shall be given by the employee to the District Superintendent.

8.4.5 The employee may decline to disclose the reason for requesting such leave for no more than one (1) of the six (6) days, provided the following conditions are met:

- a. At least -24-hours advance notice is given.
- b. The reason, had it been disclosed, would have qualified the employee for leave hereunder.

8.4.6 When a unit member is not at work, accumulated sick leave time shall be charged:

When a unit member is not at work, *accumulated sick leave time shall be charged at 15-minute increments of contractual time*. Unit members must obtain prior permission from the Superintendent or their designee for any absence shorter than a full day.

8.5

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 8.5.1** Employees are eligible for Industrial Accident and Illness Leave in accordance with Education Code Section 44984. The employee absent from duty, for whom Worker's Compensation payments are being made, shall be
- 8.5.1.1** Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same accident.
- 8.5.1.1** Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same accident.
- 8.5.1.2** Allowable leave shall not accumulate from year to year. Leave shall be granted for absence due to injuries and accompanying illness suffered on school premises or in the line of duty covered by Worker's Compensation subject to certification by a duly qualified physician as to the duration of the disability. No deduction shall be made from the sick leave allowance.
- 8.5.1.3** Industrial accident or illness leave will commence on the first day of absence.
- 8.5.1.4** Payment for wages shall not exceed the employee's normal salary when added to the award granted the employee under Worker's Compensation laws of this State.
- 8.5.1.5** When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled only to the amount of unused leave due him/her for the same illness or injury.
- 8.5.1.6** The industrial accident or illness leave will be used prior to sick leave.
- 8.5.1.7** Any employee receiving benefits under this section shall, during periods of illness or injury, remain within the State of California unless the Board of Trustees authorizes travel outside the state.
- 8.5.1.8** During all paid leaves of absence, the employee shall endorse to the District salary loss benefit checks received under Worker's Compensation laws of this State. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

- 8.5.1.9** The District's non-confidential and non-privileged report of an industrial accident or illness shall be kept in the Superintendent's office.
- 8.5.1.10** The District may require the employee to see a physician of the District's choice regarding the worker's compensation claim. All costs shall be paid by the District.
- 8.5.1.11** If the District's physician believes the illness/accident does not render the employee eligible for workers' compensation benefits, the Board may choose not to grant illness/accident leave until the employee is found to be eligible upon conclusion of the worker's compensation proceeding.

8.6 **BEREAVEMENT LEAVE**

A bargaining unit employee is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his immediate family.

- 8.6.1** The employee shall notify the District as soon as he or she becomes aware of the need to exercise the leave;
- 8.6.2** The District may require appropriate verification of eligibility for such leave.
- 8.6.3** The employee shall notify the District in advance of taking the leave as to how many days he or she anticipates taking as leave. Any change must be reported to the District at least twenty-four hours in advance.
- 8.6.4** Member of his immediate family shall be defined as including mother, father, grandmother, grandfather or grandchild of the employee or the spouse of the employee, and the spouse, son, son in-law, daughter, daughter-in-law, brother or sister of the employee, or foster children or any relative living in the immediate household of the employee.

8.7 **DISABILITY LEAVE**

- 8.7.1** The District shall grant a leave of absence to any employee who has applied for disability allowance, not to exceed 30 days beyond final determination of the disability allowance by the State Teachers' Retirement System. If the employee is determined to be eligible for the disability allowance by the system, such leave shall be extended for the term of the disability but not more than 39 months from the date of approval of the disability allowance.

8.8 **MILITARY LEAVE**

- 8.8.1** Military leave shall be granted as required by provisions of the Education Code and Military and Veterans Code.

8.8.2 Requests for military leave shall be made as far in advance as possible in order that a competent replacement may be obtained.

8.8.3 The District may require proof of eligibility for military leave.

8.9

WITNESS /SUBPOENA LEAVE

8.9.1 An employee shall be granted leave, without loss of compensation, to appear as a witness in court pursuant to a valid subpoena, other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through connivance or misconduct of the employee.

8.9.2 A copy of the subpoena and, if the case is continued, a certificate by the clerk of the court or other governmental jurisdiction of continuance to a date certain, must be provided to the District. The District, in its discretion, may require additional proof of such valid subpoena or order and of eligibility for leave hereunder.

8.9.3 The employee must notify the District within twenty-four (24) hours of receipt of the subpoena or order or by no later than 8:00 a.m. of the first working day following receipt of the subpoena or order on a weekend or holiday.

8.9.4 Leave will be granted only for the period of time during which the employee is actually required to testify or appear before the governmental jurisdiction. Upon release from such requirement each day, the employee is required to return to work immediately, absent the express authorization of the District Superintendent to do otherwise.

8.9.5 The employee must upon receipt endorse in favor of the District any amount received for witness fees.

8.9.6 No more than one employee may be on leave under this Section at any time. Leave paid by the District under this Section shall not exceed an aggregate total of forty (40) payroll hours per fiscal year.

8.10

JURY DUTY LEAVE

8.10.1 An employee shall be granted leave, without loss of compensation, when the employee is regularly called for jury duty in the manner provided for by law and this provision.

8.10.2 The District may require proof of the call to jury duty.

8.10.3 The employee must notify the District within two (2) working days of receipt of notice of call to jury duty.

8.10.4 Leave will be granted only for the period of time during which the employee is actually required to report for jury duty. Upon release from such duty each day, the employee is required to return to work immediately, absent the express authorization of the District Superintendent to do otherwise.

- 8.10.5** The employee must upon receipt endorse in favor of the District any amount received for jury fees. Reimbursement for mileage expenses shall be retained by the employee.
- 8.10.6** The District shall cooperate with any employee who chooses to seek an exemption from jury duty based on economic hardship or on the material disruption of District operations as a result of jury duty service. Nothing in this provision shall be construed as encouraging, soliciting, or suggesting that any employee seek exemption from jury duty or as discriminating against any employee because of service on a jury panel.

8.11

GENERAL UNPAID LEAVE

- 8.11.1** Leave without pay or benefits may be granted to an employee for up to one (1) year.
- 8.11.2** A request for leave hereunder must be made in writing and submitted to the Board of Trustees.
- 8.11.3** Employees may return from such leave only at the beginning of next school year. If an employee wishes to apply for an extension he must notify the District by March 1.
- 8.11.4** Leave may be granted for any reason deemed appropriate by the Board of Trustees, so long as it is not arbitrary and capricious.
- 8.11.5** Leave taken hereunder for more than twenty-five (25%) percent of the days school is in session shall render the employee ineligible for salary or tenure credit for that year.
- 8.11.6** An employee on leave hereunder may purchase any or all of the health and welfare benefits provided to bargaining unit employees, at the employee's expense, by paying the full premium cost in advance to the District on a monthly basis. Failure to make timely payment each month may result in the employee losing his eligibility for purchase of benefits during the period of leave.

8.12

ORGANIZATION LEAVE

If a member of the bargaining unit is elected as a CTA State Council representative, he/ she shall be granted up to two (2) days of leave per year to attend meetings of the State Council. The Association shall pay for the substitute employee, and the leave shall be fully paid. Days may be taken in full or one-half day increments. The employee must notify the District in writing at least 48 hours in advance of the leave to be taken.

8.13

SABBATICAL LEAVE

- 8.13.1** An employee meeting the requirements of Education Code Section 44967 may be granted a sabbatical leave for a semester or for one year.
- 8.13.2** The District shall have the right of approval as to any request for sabbatical leave.
- 8.13.3** All of the requirements and limitations on leaves granted under Education Code Section 44966 shall be applicable to leaves hereunder.
- 8.13.4** An employee during the leave shall receive one-half of his regular salary. The employee may also purchase health and welfare benefits under the District plan by contributing the monthly premium in advance. Failure to make timely payment each month may result in the employee losing his eligibility for purchase of benefits during the period of leave.
- 8.13.5** An employee on leave hereunder is not eligible for leave under any other provision of this Agreement.
- 8.13.6** Payment of compensation shall be made pursuant to Education Code Section 44969. The District shall notify the employee of the schedule of payments following approval of the sabbatical leave.
- 8.13.7** It shall be the policy of the Board of Trustees to consider the plan of a qualified certificated staff member and may grant a leave of absence for one or two semesters but not more than a year nor less than a semester.
- 8.13.8** Sabbatical leaves are granted, not as a reward for professional services, but rather as an opportunity to prepare for improved service which will benefit the District.
- 8.13.9** Sabbatical leave may be granted:
- a. For engagement in professional study for advanced degrees or credentials.
 - b. To engage in independent study or research.
- 8.13.10** The Board also shall consider any request for sabbatical leave that involves foreign travel and visitations that could be accomplished during the specified time limits for sabbatical leaves.
- 8.13.11** No more than one certificated employee shall be on sabbatical leave at any one time.

ARTICLE IX EVALUATION PROCEDURE

9.1

The District retains sole responsibility for the evaluation and assessment of the job performance of each bargaining unit member and, except as required by law, the implementation and administration of the procedures for such evaluation and assessment is solely within the discretion of the District.

9.2

Stull Act Evaluation Procedure to Assess Employee Competency

9.2.1 The District shall evaluate and assess employee competency as it reasonably relates to:

- 9.2.1.1** The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.
- 9.2.1.2** The instructional techniques and strategies used by the employee.
- 9.2.1.3** The employee's adherence to curricular objectives.
- 9.2.1.4** The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.
- 9.2.1.5** Additional evaluation and assessment guidelines or criteria related to an employee's assignment, job description, adjunct duties or job responsibilities.
- 9.2.1.6** The evaluation and assessment of employee competence pursuant to the Stull Act Evaluation Procedure shall not include the use of publishers' norms established by standardized tests.

9.2.2 Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the certificated employees not later than thirty (30) days before the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar, a meeting shall be held between the certificated personnel and the evaluator to discuss the evaluation.

9.2.3 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once each school year for probationary personnel, and at least every other year for personnel with permanent status. The evaluation shall include recommendations in writing,

(9.2.3 continued)

if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his or her duties in a satisfactory manner, the District shall notify the employee in writing of such fact and describe such unsatisfactory performance. The District shall thereafter confer with the employee making specific recommendations in writing as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance. When any permanent certificated employee has received an unsatisfactory evaluation, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.

- 9.2.4** Any evaluation performed pursuant to this procedure which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction. The employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District. The District shall reimburse the employee for any tuition, supplies or mileage necessarily incurred, provided the expenses are approved in advance by the Superintendent.
- 9.2.5** The immediate supervisor, or his/her designee, shall conduct evaluations.
- 9.2.6** If, during the term of this Agreement, the Legislature should modify the Stull Act (Sections 44660 through 44665 of the Education Code), such that this Article is unlawful under the amended Stull Act or successor statute, this Article shall be reopened for negotiations to the extent necessary to bring it into compliance with the law.
- 9.2.7** On or before November 1 of a year in which an employee is to be given at least one evaluation, the employee shall be given an opportunity to meet with his or her supervisor to discuss annual goals and objectives. The supervisor and the employee shall attempt to reach agreement on the goals and objectives; however, in the event of disagreement, the supervisor's decision shall be final. If the employee disagrees with a goal or objective, he or she may attach a statement indicating his or her disagreement.
- 9.2.8** At least one evaluation during the year shall include at least one formal classroom observation. A formal observation is one lasting at least thirty minutes. At least one formal observation shall occur on no less than forty eight hours' notice.
- 9.2.9** Any voluntary activity may be included in the evaluation procedure.

9.3

The District may conduct additional evaluations, observations or assessments within its discretion.

9.4

The evaluation form in use during the current school year is attached hereto as Exhibit B and will continue to be used.

9.5

Parents or guardians of pupils enrolled in the District may present informal (oral) and/or formal (written) complaints regarding members of the bargaining unit to the District. Parents or guardians shall be encouraged to present informal (oral) complaints first with the employee who is the subject of the complaint, or with that employee's immediate supervisor, prior to presenting any formal (written) complaint to the District, except for complaints which could lead to criminal or civil court charges being filed against the employee.

9.5.1 Informal (Oral) Complaints

No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

- 9.5.1.1** The employee's immediate supervisor or a designee conducts an investigation about the complaint and finds the complaint to be valid and based upon relevant factual information. Such investigation shall include a conference with a District representative, the employee, and the employee's representative. If the employee so requests, the complainant will be encouraged to attend such a conference.
- 9.5.1.2** The member of the bargaining unit has been given prior notice of the informal (oral) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten (10) calendar days) to present relevant information to his or her immediate supervisor.
- 9.5.1.3** If a complainant refuses to put an oral complaint in writing, and if there is other evidentiary support for the complaint, the District may prepare a written memorandum regarding the complaint, a copy of which will be given to the employee. The memorandum will state that the original will not be placed in the employee's personnel file. If a subsequent similar incident or complaint occurs, documentation regarding such subsequent incident or complaint, whether written or oral may be placed in the employee's personnel file. If there is no subsequent similar incident after twelve (12) months, the original will be destroyed.

9.5.2 Formal (Written) Complaints

The District shall forward as soon as practicable to the member of the bargaining unit any formal (written) complaint regarding that member. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of a member of the bargaining unit unless:

9.5.2.1 The employee's immediate supervisor or designee conducts an investigation about the complaint and finds the complaint to be valid and based upon relevant, factual information. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.

9.5.2.2 The member of the bargaining unit has been given notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten (10) calendar days) to present relevant information to his or her immediate supervisor along with relevant information required by the charging party.

9.5.3 No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/ or the District believes that no record shall be maintained.

9.5.4 Anonymous complaints shall not be processed pursuant to the provisions of this section.

9.5.5 The provisions of this section shall be interpreted as policies pursuant to the requirement of Section 35160.5(a), (b), and (c) of the Education Code and shall be reviewed annually consistent with any reopener procedures in the Agreement.

9.6

Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

9.6.1 Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved (2) were prepared by identifiable examination committee members or (3) were obtained in connection with a promotional examination.

9.6.2 Every employee shall have the right to inspect such materials upon request provided that the request is made at a time when such person is not actually required to render services to the employing district.

9.6.3 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless or until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comment thereon. Such review shall take place during the normal business hours, and the employee shall be released from duty for this purpose. All derogatory material placed in a unit member's personnel file shall be dated and signed by the district official who caused the material to be prepared.

9.6.4 Either party may reopen Sections 9.5 and/or 9.6 in addition to any other reopener provision, so long as the reopener notice timelines are followed.

ARTICLE X GRIEVANCE PROCEDURE

10.1 **DEFINITIONS**

- 10.1.1** A "Grievance" is defined as an alleged violation, misapplication, or misinterpretation of this agreement which adversely affects a member of the bargaining unit.
- 10.1.2** A "Grievant" is defined as the member of the bargaining unit claiming the adverse effect.
- 10.1.3** A "day" is any day in which the District Office of the McCabe Union School District is open for business.

10.2 **INFORMAL LEVEL**

Within twenty (20) days after the occurrence of the act or omission giving rise to a grievance, and before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the Superintendent. The twenty (20) day period shall not run between the last workday of one school year and the first workday of the next school year unless the employee knows or has reason to know of the act or omission giving rise to the grievance during the time between school years, in which case the twenty (20) day period will begin running from the first date of such knowledge or reason to know.

10.3 **LEVEL I**

- 10.3.1** Within ten (10) days after an informal conference that fails to satisfy the grievant, the grievant must present his/her grievance in writing to the District Superintendent.
- 10.3.2** This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 10.3.3** The District Superintendent shall serve a written decision on the employee within ten (10) days after the grievance is filed.

10.4 **LEVEL II – MEDIATION**

If the grievant is not satisfied with the decision at Level One, he/she may, within five (5) days of the decision, submit a written request for mediation of the grievance. In this event the Association shall, within ten (10) days of the decision, submit to the California State Conciliation Service a written request for the immediate services of the San Diego/Imperial County mediator.

(10.4 continued)

(1) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation. Mediation shall be limited to one day unless both parties agree to extend the mediation beyond one day.

(2) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

(3) The District and the Association have agreed that this level (Level Two of this Grievance Procedure) may be waived by mutual agreement within ten (10) days of the Level One decision. If no satisfactory settlement is reached after Mediation, either party may appeal the grievance to the next level within twenty (20) days of the mediation meeting (Level Three).

10.5

LEVEL III

10.5.1 In the event that the grievant or the employee organization is not satisfied with the decision at Level 1, he may appeal the decision to the Board of Trustees in writing within ten (10) days of service of the Superintendent's decision on the employee. The Board has the power to render final determination of the grievance.

10.5.2 The appeal shall be filed with the Superintendent. Upon receipt of the appeal, the Superintendent shall furnish a full report to the Board of Trustees. This report shall include: (a) the employee's statement of the complaint; and (b) reports of the findings and opinions of all other levels.

10.5.3 The Board shall grant a hearing at a regular or special meeting. The Board of Trustees shall render a decision within forty-five (45) days after receiving the appeal, which shall be communicated in writing to the employee with copies to the Superintendent.

10.5.4 If the Association does not represent the employee, the Association shall, within five (5) days of receipt by the Superintendent of a written request, receive a copy of the Superintendent's report to the Board pursuant to Section 10.5.2.

10.5.5 The decisions of the Board of Trustees shall be final and binding.

10.6

GENERAL GRIEVANCE PROVISIONS

- 10.6.1** All proceedings and resolutions shall be confidential to the point that no individual names of grievant shall be released, except public meetings of the Board of Trustees which are required to be open to the public by law.
- 10.6.2** While the grievance procedure is being pursued, the District's resolution of the existing problem shall be followed until a final decision the matter is reached.
- 10.6.3** Should the Board of Trustees wish to consider any decision of the Superintendent which has become final, it may order the decision vacated.
- 10.6.4** Forms for filing grievances, are attached as Exhibit D.
- 10.6.5** Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 10.6.6** Failure by the District personnel to issue a decision or to comply with the specified time limits shall authorize the grievant to proceed to the next step in the grievance process.
- 10.6.7** Reasonable released time for the processing of grievances shall be defined as follows:
- 10.6.7.1** Grievances shall be processed on non-instructional (outside the student day) time. Released time hereunder shall be granted to no more than two Association representatives at a time. If a mediation session is scheduled by the mediator during the workday, release time will be provided for not more than one (1) Association representative.
 - 10.6.7.2** If the parties mutually agree to process a grievance during instructional time, released time for that purpose shall be granted to one Association representative upon at least twenty-four hours' advance notice to the Superintendent.
 - 10.6.7.3** Release time for witnesses shall be governed by Section 6.9, "Witness/Subpoena Leave".
- 10.6.8** A unit member may be represented at all stages of the grievance procedure by an Association designated representative. A unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 10.6.9** No unlawful reprisals will be taken by the District or its employees against a unit member based on his or her participation in the grievance procedure.
- 10.6.10** Timelines provided for at each level shall begin the date following the date of filing of a grievance or appeal thereof and following the date of service (personal or by certified mail) of a written response thereto.
- 10.6.11** Since, it is important that grievances are processed as rapidly as reasonably possible, the timelines specified at each level should be considered to be maxima, and the parties are encouraged to expedite the process. The timelines may, however, be extended by mutual written agreement.
- 10.6.12** Grievance records shall not be kept in the teacher's personnel file.

ARTICLE XI CONCERTED ACTIVITIES

- 11.1** It is agreed and understood that there will be no strike, work stoppage, slow-down, sick-in or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including but not limited to compliance with the request of other employees or labor organizations to engage in such activities.
- 11.2** The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, sick-in, picketing, refusal to perform responsibilities 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 necessary steps to cause those employees to cease such action.
- 11.3** It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

ARTICLE XII CLASS SIZE

12.1

For the duration of the Agreement the number of pupils per class will be as follows:

Grades	Maximum Grade Level Average
K-3	32
4-8	34

The District will maintain equitable class sizes within grade levels throughout the District.

12.2

In the event of an overage, the District shall have ten (10) consecutive school days to arrive at a class size or caseload relief for the unit member. On the eleventh (11th) day: In Grades TK-6, the teacher will be paid \$7.00 (daily overage rate) per day for each pupil in excess of maximum grade level average. In Grades 7-8, the teacher will be paid one-sixth (1/6) of the "daily overage rate" per period per day for each pupil in excess of maximum grade level average.

12.3

Personnel and students in special education classes will not be included in calculating the above averages

12.4

Special education classes will be held to legal maxima.

12.5

For purposes of Section 12.1, a student will be counted for the non-special education class on whose roster he appears.

ARTICLE XIII ASSIGNMENT AND REASSIGNMENT

13.1

It is understood that teachers do not acquire a vested right to teach (or give service) in any certain assignment.

13.2

Assignments and reassignments are at the discretion of the Superintendent.

13.3

"Assignment" and "Reassignment" mean the initial placement and any change in an employee's class, grade level, or subject matter.

13.4

Prior to making an involuntary reassignment, the Superintendent shall consider any voluntary request for reassignment to the class, grade level, or subject matter for which the reassignment is to be made. The District will, prior to making an involuntary reassignment due to a shift in enrollment, solicit and consider any voluntary requests. A unit member requesting a voluntary reassignment must submit the request in writing to Human Resources prior to the deadline listed on the vacancy announcement.

13.5

If a voluntary reassignment request is not granted, the employee shall, upon request, be entitled to a meeting with the Superintendent to discuss the reasons for the denial of the request. The District, in considering voluntary requests from two or more unit members for the same position, will consider their relative seniority.

13.6

The District shall provide assistance to the employee when movement of supplies and/or equipment is made necessary by the reassignment.

ARTICLE XIV

IMPLEMENTATION OF THE CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

14.1

This Article is entered into in accordance with the Educational Employment Relations Act.

14.2

The purpose of this Article is the implementation of the Classroom Teacher Instructional Improvement Program pursuant to Education Code Sections 44700-44705. If, during the term of this Article, the Legislature should modify Education Code Sections 44700-44705, and such modification(s) affect the provisions in this Article, this Article shall be reopened for negotiations.

14.3

All grants made pursuant to this Article shall supplement, and not supplant, regular instructional activities.

14.4

Eligible grant applicants and recipients are permanent full-time teachers or mentor teachers whose primary duty is classroom instruction. Eligible grant recipients shall not include any teachers in adult education programs, child care and development programs, or regional occupational centers or programs.

14.5

Unit members applying for an instructional improvement grant to the Grant Committee must file an application on the proper District-designed form(s). The District retains the right to prepare and utilize form(s), but prior to their adoption the District shall consult with the Association to assure compliance with this Article. The grant application normally shall include the following information:

14.5.1 The applicant(s) name(s), current teaching assignment(s), and list of all previous teaching experience.

14.5.2 A detailed grant proposal which specifically indicates the purpose(s) of the grant and how the grant relates to areas the District with greatest need for instruction improvement.

14.6

The Grant Committee shall consist of two teachers selected pursuant Section 14.7 and the Superintendent/ Principal. The Grant Committee shall review grant proposals and make recommendations to the Board concerning awards of instructional improvement grants. The Grant Committee shall consider all grant proposals from eligible recipients, and **(14.6 continued)**

shall recommend to the Board a plan for allocation of the District's funding entitlement, taking into account the areas in the District with greatest need for instructional improvement. This plan to be recommended by the Grant Committee shall include recommendations or the funding of any grant proposal, and shall specify a grant amount not in excess of \$2,000 per fiscal year for any individual recipient or \$2,000 per fiscal year for each eligible teacher participating in a group proposal. The Grant Committee may recommend the award of grants for proposals which would continue for more than one fiscal year if the Grant Committee specifically finds there is a need to provide continued funding.

The Grant Committee shall establish procedures for the evaluation of grant proposals and for the use of grant funds by grant recipients.

Members of the Grant Committee shall not receive compensation for participation in Grant Committee activities, except that teacher members may receive released time in order to attend meetings of the Grant Committee upon approval of the Superintendent. Released time shall not be granted during the student instructional day.

Members of the Grant Committee shall serve for two years. The Grant Committee shall elect a chairperson from among the members of the Grant Committee. The chairperson shall schedule meetings after consultation with, and approval by, the Superintendent.

14.7

Teacher members of the Grant Committee shall be selected by teachers in the District in an election to be supervised by the District.

14.8

The implementation of the Classroom Teacher Instructional Improvement Program is contingent upon the receipt of sufficient state funds to pay all costs of the Program, as determined by the District. The Board of Trustees shall make the final decision on awards of grant funds under this Article.

14.9

Any and all work product(s) generated by any grant shall be the sole, exclusive and complete property of the District.

14.10

With the exception of Section 14.4, no provision or provisions of this Article shall be grievable.

14.11

This Article shall be in effect from the date of final ratification by both parties.

ARTICLE XV

INDIVIDUAL PROGRAM OF PROFESSIONAL GROWTH PURSUANT

15.1

This Article is entered into pursuant to Education Code Section 44277(b), and is subject to the provisions thereof and of other applicable law.

15.2

The following provisions shall apply to an employee required to complete an individual program of professional growth (hereinafter "program") in order to maintain the validity of a clear multiple or single subject credential pursuant to Education Code Section 44251 and applicable regulations of the Commission on Teacher Credentialing.

- 15.2.1** The program shall be developed and planned by the employee consistent with applicable law and this Article.
- 15.2.2** Before the employee commences or amends a program, the employee shall submit the proposed program or amendment in writing to the Superintendent or his/her designee for certification that the program or amendment complies with applicable law and this Article.
- 15.2.3** The program submitted to the Superintendent or his/her designee for approval shall provide a breakdown of the hours to be allocated to each activity under the plan.
- 15.2.4** The employee shall be responsible for providing in a timely manner the information necessary in order to permit the Superintendent or his/her designee to determine whether he/she can certify the program under Section 15.2.2 or whether he/she can verify that the employee has completed the program and satisfied the minimum requirements for maintaining and validity of the clear multiple or single subject teaching credential, as provided by law and this Article.
- 15.2.5** The program shall consist of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to the employee's competence, performance, or effectiveness in the profession of education. Acceptable activities specified in the program or in an approved amendment may include the following, subject to the provisions of applicable law and regulations of the Commission on Teacher Credentialing:
- 15.2.5.1** The completion of courses offered by regionally accredited colleges and universities;
 - 15.2.5.2** Participation in professional conferences, workshops, teacher center programs or staff development programs;
 - 15.2.5.3** Service as a mentor teacher pursuant to Education Code Sections 44496;

- 15.2.5.4 Participation in school curriculum development projects;
 - 15.2.5.5 Participation in systematic programs of observation and analysis of teaching;
 - 15.2.5.6 Service in a leadership role in a professional organization;
 - 15.2.5.7 Participation in educational research or innovation efforts.
- 15.2.6 The Superintendent shall have discretion to determine whether the above activities as specified in the approved program or amendment contribute to the employee's competence, performance, or effectiveness in the profession of education and to determine whether the individual has completed the activities satisfactorily as specified in the approved program or amendment.
- 15.2.7 This Article shall not be subject to the grievance procedure in this Agreement. Any claim of an arbitrary refusal by the Superintendent or his/her designee to verify completion of an individual program of professional growth meeting the requirements of law, regulation, and this Article, shall be presented under the appeal process set forth in Education Code Section 44278.
- 15.2.8 Credit under Section 15.5.2 shall be given for programs established by the District, the Imperial County Office of Education, International Reading Association, and Teachers of Young Students (TOYS).
- 15.2.9 Credit under Section 15.5.6 shall be given for service as an officer in the McCabe Teachers Association/CTA/NEA, the American Association of University Women, Mexican American Educators Association, or Phi Delta Kappa, not to exceed a total of thirty (30) of the required 150 clock hours.
- 15.2.10 Credit under Section 15.5.1 shall be given at the rate of 18 clock hours per semester unit of course credit earned.
- 15.2.11 Credit under Section 15.5.4 shall be given for meetings of the school site council where the employee is a duly-appointed member, not to exceed a total of thirty (30) of the required 150 clock hours.
- 15.2.12 Except as provided in Sections 15.2.9, 15.2.10, and 15.2.11, credit shall be given on an hour-for-hour basis, subject to the limits and provisions of the approved program.
- 15.2.13 An employee seeking an appeal pursuant to Education Code Section 44278 shall be granted up to one day of release time to investigate, prepare, and/ or process the appeal. No employee may receive leave under this provision more than once per credential sought.

ARTICLE XVI COMPLETION OF NEGOTIATIONS

16.1

The Association and District agree that each has had a full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of negotiations. The parties agree that this Agreement is intended to cover all matters relating to wages, hours and other terms and conditions of employment. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether or not referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.

16.2

Any individual contract between the Board and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

16.3

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association and the District shall not appear before any public body to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association. Nothing in this provision shall be construed to prevent the Association from attending a meeting of the Board of Trustees for any purpose other than meeting and negotiating with the Board.

16.4

Within thirty (30) days of ratification of the Agreement by both parties hereto, the District shall provide a copy of the Agreement to each bargaining unit member. The cost of making and distributing the copies shall be shared equally by the District and the Association.

16.5

The District agrees to provide released time without loss of compensation to representatives of the Association for meeting and negotiating with District negotiators up to an aggregate total of eight (8) days per fiscal year. Released time without loss of compensation for meeting and negotiating shall be granted only upon twenty-four (24) hours prior notice from the Association to the Superintendent or his/her designee. No more than four (4) bargaining unit members shall receive released time under this provision at any one time.

16.6

Reasonable released time for no more than four (4) bargaining unit members beyond the eight (8) days shall be granted by the Superintendent or his/her designee for mediation sessions and fact-finding hearings.

16.7

All released time under provisions 16.5 and 16.6 must be taken in increments of one-half or one full day.

16.8

In the event that the District decides to offer a summer school program for its students, it shall notify the Association in writing as soon as reasonably possible after the final decision is made. The Association may request to negotiate the impacts and effects of any such decision on any matter within the scope of representation which is otherwise subject to a meet-and-negotiate obligation, provided the Association so requests in writing within ten (10) days of receipt of the notice from the District. The parties shall make an effort to reach agreement regarding any such matter within forty-five (45) days of the notice from the District. If such agreement is not reached within that time, the District may unilaterally implement the summer school program while continuing to meet its obligation to meet and negotiate such matter.

ARTICLE XVII TERM

17.1

The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement by and between the Governing Board of the McCabe School District (Board) and the McCabe Teachers Association, CTA/NEA (Association), and employee organization.

17.2

This agreement is for three years, 2017-2018, 2018-2019 and 2019-2020. Salary and Employee Benefits will be automatic openers for the 2019-2020 contract. The District and the Association may reopen not more than two additional (2) articles each for the 2019-2020 contract.

17.3

On or before March 1st, either the District or the Association may give written notice to the other party, by certified mail or hand delivery, of its desire to terminate this Agreement.

Upon receipt of this written notice, arrangements shall be made pursuant to the provisions of the EERA, including the Public Notice provisions, for meeting and negotiation to commence. Negotiations should commence no later than May 1.

In the event that neither party give appropriate written notice to the other of its desire to terminate this Agreement, the Agreement shall be extended for at least another year.

McCabe UESD Representative

McCabe Teacher Representative

EXHIBIT A

SALARY SCHEDULE



McCABE UNION ELEMENTARY SCHOOL DISTRICT

701 W. McCabe Road; El Centro, CA 92243 www.muesd.net

Certificated Salary Schedule 2019-2020

TERMS OF NEGOTIATIONS						
2018-2019 Salary Schedule On-Schedule	3.00%					
District Health & Welfare CAP	Employee Only; Comprehensive Medical and Premier Dental/Vision and Life (Equivalent to the Highest Coverage Level offered by the District)					
STEP	CLASS I B.A. DEGREE	CLASS II B.A. PLUS 15 UNITS	CLASS III B.A. PLUS 30 UNITS	CLASS IV B.A. PLUS 45 UNITS OR M.A.	CLASS V B.A. PLUS 75 UNITS OR B.A. PLUS 60 UNITS AND M.A. OR M.A. PLUS 15 UNITS	CLASS VI B.A. PLUS 75 UNITS AND M.A. OR M.A. PLUS 30 UNITS
1	-	-	56,509	60,043	63,558	67,039
2	-	-	58,596	62,129	65,687	69,124
3	-	-	60,710	64,264	67,353	71,254
4	-	-	62,792	66,255	69,895	73,343
5	-	-	64,924	68,467	72,000	75,453
6	-	-	66,999	70,565	74,089	77,539
7	-	-	69,124	72,667	76,210	79,659
8	-	-	71,210	74,761	78,302	81,747
9	-	-	73,361	76,876	80,401	83,832
10	-	-	75,543	78,838	82,505	85,975
11	-	-	77,720	81,070	84,624	88,082
12	-	-		83,303	86,725	90,155
13	-	-			88,829	92,278
14	-	-				94,354
Year 14, 15						
16	-	-	79,663	85,385	91,049	96,712
Year 16, 17						
18	-	-	81,655	87,521	93,326	99,131
Year 18, 19, 20						
21	-	-	83,696	89,708	95,659	101,609
Year 21, 22, 23						
24	-	-	85,788	91,951	98,050	104,149
Year 24, 25, 26						
27	-	-	87,933	94,250	100,502	106,753
Year 27, 28, 29						
30	-	-	90,132	96,606	103,015	109,422
SERVICE CREDIT				STIPENDS		
<p>Teachers new to the district may receive prior service credit up to nine (9) years on the basis of one step for each year of verifiable public school teaching experience. Teachers new to the district may not be placed beyond Step 10, pursuant to Education Code Section 45028(b). Credit will be allowed for Peace Corps work for one year of teaching experience. Credit will be given for Military service since January 1, 1940. This credit is not applicable to personnel currently employed. One Step will be allowed for two or three year's service.</p>				6th Grade Camp		900
				8th Grade Catalina		1,000
				Athletic Director		3,000
				BTSA District Lead		3,000
				BTSA Support Provider		2,000
				Extra Duty Pay		\$45/Hour
				GATE Instructor		\$45/Hour
				Peace Builder Advisor		1,000
				Special Education Certificated Teachers (SDC/RSP)		5% of Annual Salary
				Special Education Administrative Designee		3,000
				Sports Coach		1,000
				Student Council Advisor		2,000
				Yearbook Advisor		3,500
POLICY				SUBSTITUTES		
The Governing Board reserves the right to make desirable adjustments and to grant reimbursement for extra duties and assignments.				SUBSTITUTES HOURLY RATES OF PAY: A substitute teacher's salary is established at \$120.00 per day. After fifteen days in the SAME CLASSROOM payment at \$135.00 a day.		
UNITS						
Units earned to progress from one column to another must be earned on the upper division or graduate level and must have been taken subsequent to the receiving of the bachelor's degree. All units will be evaluated on a semester unit basis. Only units on transcripts from accredited colleges or universities may be used toward advancement on the salary schedule. All certificated employees must furnish transcripts or credits to determine classification status.						

EXHIBIT B
EVALUATION
FORM

**McCabe Union Elementary School District
CERTIFICATED EVALUATION FORM**



Name: [Click here to enter text.](#)

Assignment/Grade Level: [Click here to enter text.](#)

Administrator: [Click here to enter text.](#)

School: [Choose an item.](#)

INSTRUCTIONS: Mark one of the following ratings for each factor; Meets Standards, Partially Meets Standards, Below Standards. Descriptors are used as a reference to establish ratings for each area. Ratings of “Partially Meets Standards” or “Below Standards” will be accompanied by specific suggestions for future improvement. Comments are encouraged for ratings of “Meets Standards”. Evaluation is an ongoing process made up of formal and informal observations and Teacher/Administrator conferences.

STATUS

Probationary

Tenured

Other

Initial Conference: (Group Session)

Date: [Click here to enter a date.](#)

Teacher initial when completed:

Administrator:

Interim Observation: (Individual)

Before Winter Break

Pre-Observation Date: [Click here to enter a date.](#)

Observation Date: [Click here to enter a date.](#)

Post Observation Date: [Click here to enter a date.](#)

Teacher initial when completed:

Administrator:

Final Observation: (Individual)

Pre-Observation Date: [Click here to enter a date.](#)

Observation Date: [Click here to enter a date.](#)

Post Observation Date: [Click here to enter a date.](#)

Teacher Initial when completed:

Administrator:

Final comments on general overview of teacher performance:

[Click here to enter text.](#)

Overall Evaluation: **Meets Standards**

Partially Meets Standards

Below Standards

Evaluator’s Signature

Date

Employee’s Signature

Date

**Teacher’s signature does not necessarily indicate approval.

Name: Click here to enter text.

School: Choose an item.

Administrator: Click here to enter text.

Subject: Click here to enter text.

Date: Click here to enter a date. Click here to enter text.

Assignment/Grade Level: Click here to enter text.

Lesson Description: Click here to enter text.

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Place an X next to Standard if Observed; Leave blank if standard is NOT Observed.

Standard 1: Engaging and Supporting All Students in Learning		Choose an item.
<input type="checkbox"/>	1.1 Using knowledge of students to engage them in learning	
<input type="checkbox"/>	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	
<input type="checkbox"/>	1.3 Connecting subject matter to meaningful, real-life contexts	
<input type="checkbox"/>	1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
<input type="checkbox"/>	1.5 Promoting critical thinking through inquiry, problem solving, and reflection	
<input type="checkbox"/>	1.6 Monitoring student learning and adjusting instruction while teaching	

Standard 2: Creating and Maintaining Effective Environments for Student Learning		Choose an item.
<input type="checkbox"/>	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	
<input type="checkbox"/>	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	
<input type="checkbox"/>	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	
<input type="checkbox"/>	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	
<input type="checkbox"/>	2.5 Developing, communicating, and maintaining high standards for individual and group behavior	
<input type="checkbox"/>	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	
<input type="checkbox"/>	2.7 Using instructional time to optimize learning	

Standard 3: Understanding and Organizing Subject Matter for Student Learning		Choose an item.
<input type="checkbox"/>	3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
<input type="checkbox"/>	3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
<input type="checkbox"/>	3.3	Organizing curriculum to facilitate student understanding of the subject matter
<input type="checkbox"/>	3.4	Utilizing instructional strategies that are appropriate to the subject matter
<input type="checkbox"/>	3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
<input type="checkbox"/>	3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content

Standard 4: Planning Instruction and Designing Learning Experiences for All Students		Choose an item.
<input type="checkbox"/>	4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
<input type="checkbox"/>	4.2	Establishing and articulating goals for student learning
<input type="checkbox"/>	4.3	Developing and sequencing long-term and short-term instructional plans to support student learning
<input type="checkbox"/>	4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
<input type="checkbox"/>	4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Standard 5: Assessing Student Learning		Choose an item.
<input type="checkbox"/>	5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments
<input type="checkbox"/>	5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction
<input type="checkbox"/>	5.3	Reviewing data, both individually and with colleagues, to monitor student learning
<input type="checkbox"/>	5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
<input type="checkbox"/>	5.5	Involving all students in self-assessment, goal setting, and monitoring progress
<input type="checkbox"/>	5.6	Using available technologies to assist in assessment, analysis, and communication of student learning
<input type="checkbox"/>	5.7	Using assessment information to share timely and comprehensible feedback with students and their families

Standard 6: Developing as a Professional Educator		Choose an item.
<input type="checkbox"/>	6.1	Reflecting on teaching practice in support of student learning
<input type="checkbox"/>	6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development
<input type="checkbox"/>	6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning
<input type="checkbox"/>	6.4	Working with families to support student learning
<input type="checkbox"/>	6.5	Engaging local communities in support of the instructional program
<input type="checkbox"/>	6.6	Managing professional responsibilities to maintain motivation and commitment to all students
<input type="checkbox"/>	6.7	Demonstrating professional responsibility, integrity, and ethical conduct

MCCABE UNION ELEMENTARY SCHOOL DISTRICT
PROFESSIONAL GROWTH PLAN



Name: [Click here to enter text.](#)

Assignment/Grade Level: [Click here to enter text.](#)

Administrator: [Click here to enter text.](#)

School: [Choose an item.](#)

The purpose of the Professional Growth Plan is to provide assistance and support to the permanent employee who received Partially Meets Standards on their summary evaluation or to the continuing probationary/temporary employee who received Partially Meets Standards or Below Standards on the summary evaluation. This plan is intended to assist the employee in meeting the specified standards as outlined in the evaluation process.

1. Identify the key elements in the standard(s) area you want the employee to improve.

2. What training and support will be provided?

3. How will the plan be monitored?

Employee

Date

Administrator

Date

EXHIBIT C

EMPLOYEE DRESS

CODE

Board Policies Covering All McCabe Union Elementary School District Employees
Professional Appearance Standards

AR 4119.22(a)
4219.22
4319.22

The Board of Trustees believes that its employees are role models for students, and that they are instrumental in providing the professional atmosphere in which students learn. The Board also believes that the professional appearance of its employees contributes positively to the education and socialization of students, engenders the confidence of parents and the public in the quality of instruction and district programs, and reflects personal pride in performance and dedication to providing the kind of professional environment which is most conducive to learning.

1. The following items are not permitted for wear by employees while performing work on behalf of the district, during or outside of the workday, representing the district at educational or other events in the course of employment, or while in attendance or participating in any district sponsored event.

- a. Spandex clothing, leggings or tights (as pants)
- b. Short skirts and shorts no shorter than three (3) inches above the knee
- c. See through clothing or clothing, which reveals undergarments, buttocks, or breasts
- d. Tank tops (sleeveless blouses and shells are appropriate), spaghetti straps, strapless, halter tops, or work-out clothing (sweat pants, shorts)
- e. Clothing which exposes the midriff – Midriff should not be seen while writing on the board f. Clothing with inappropriate logos (i.e. sex, drugs, rock-n-roll, alcohol, etc.)
- g. Football Jerseys
- h. Undershirts
- i. Undergarments worn as outergarments
- j. Jewelry which presents a threat to the physical safety of employees or which interferes with the effectiveness of performance of specific required tasks, such as tongue jewelry where it interferes with effective communication skills with the public
- k. Visible tattoos – tattoos must be covered
- l. Clothing or personal items that display obscene, libelous or slanderous material
- m. Beach sandals, flip flops, bedroom shoes, thongs or other footwear dangerous to the employee.
- n. For gentlemen shirts with tails should be tucked in. Shirts may be left untucked as long as they are long enough to cover the midriff area
Employees whose primary responsibility is instruction of physical education or special activities (i.e. track and field) should wear attire appropriate to the physical activity they are performing.

2. Inclement or extreme weather conditions and health/physical disabilities may impact attire, but they are not an excuse for unprofessional appearance.

3. If an employee believes that an exception should be made in his/her case because of the specific type of assigned work performed, a medical condition/disability, or some other reason, permission must be obtained from administration.

Violations of the above dress standards will be addressed using the Steps for Progressive Discipline as follows:

1. Verbal Warning/Conference
2. Written Warning
3. Memorandum of Concern
4. "Unsatisfactory" on next Evaluation
5. In extreme cases, as determined by administrator an employee may be required to go home to change into appropriate attire.

EXHIBIT D

GRIEVANCE FORM



MCCABE UNION ELEMENTARY SCHOOL DISTRICT

GRIEVANCE FORM

Grievant _____

LEVEL I - SUPERINTENDENT

Date of Incident _____ Date of Informal Conference _____ Date Submitted for Level I _____

Disposition of grievance at Level I _____

Grievant Signature

Date

Superintendent Signature

Date

LEVEL II - MEDIATION

Date Submitted for Level II _____

Disposition of grievance at Level II _____

Grievant Signature

Date

Mediator Signature

Date

Superintendent

Date

LEVEL III - BOARD DISPOSITION

Date Submitted for Level III _____

Disposition of grievance at Level III _____

Grievant Signature

Date

Board President Signature

Date

EXHIBIT E

SALARY REDUCTION AGREEMENT IN LIEU OF CTA ASSOCIATION DUES

**SALARY REDUCTION AGREEMENT
AMENDING EMPLOYMENT CONTRACT**

THIS AGREEMENT, effective the _____ day of _____ made by and between McCabe Union School District hereafter called the Employer and _____, herein called the Employee, hereby amends and is attached to and forms a part of that certain Employment Contract dated _____, made by and entered into by and between the parties hereto, together with all amendments and supplements thereto.

THIS AGREEMENT IS IN LIEU OF CTA ASSOCIATION DUES

MEMBERSHIP CATEGORY: (Check one)

_____McCABE SCHOOL DISTRICT FOUNDATION

_____RADY CHILDREN'S HOSPITAL FOUNDATION

In consideration of the mutual promises and conditions hereinafter set out, IT IS AGREED, as follows:

Effective _____ 20____, the salary otherwise payable to Employee shall be reduced by \$ _____ per month.

Signed at: _____ on _____ 20____.

Employee

Employer

By _____

Title _____