

MASTER AGREEMENT

BETWEEN

MANTECA UNIFIED SCHOOL DISTRICT

AND

MANTECA EDUCATORS ASSOCIATION/CTA/NEA

JULY 1, 2014 – JUNE 30, 2017

BOARD OF EDUCATION AND DISTRICT SUPERINTENDENT:

Sam Fant
Manuel Medeiros
Jason Messer, Superintendent
Evelyn Moore
Deborah Romero
Don Scholl
Michael Seelye
Nancy Teicheira

NEGOTIATING TEAM/MANAGEMENT:

Margaret Barnett
Dan Beukelman
Clark Burke
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NEGOTIATING TEAM/MEA:

Kris Hensley
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ARTICLE I - AGREEMENT	1
1. Parties.....	1
2. Authority	1
3. Term.....	1
4. Reopeners.....	1
ARTICLE II - RECOGNITION	1
1. Recognition	1
2. Coverage.....	2
ARTICLE III - DEFINITIONS	2
1. Unit Member.....	2
2. Daily Rate of Pay/Dockage.....	2
3. Superintendent.....	2
4. Day	2
5. Full-Time	2
ARTICLE IV - CONTRACT CLAUSES	3
1. Completion of Agreement.....	3
2. Support of Agreement.....	3
3. Application.....	3
4. Savings	3
5. New Legislation/Changes in Education Code	3
6. Successor Negotiation Procedures	4
ARTICLE V - CONCERTED ACTIVITIES	4
1. Duty to Comply.....	4
2. No Strike or Lockout.....	4
3. Unit Member Violation	4
ARTICLE VI - UNIT MEMBER RIGHTS	5
1. Employee Rights	5
2. No Discrimination	5
3. Work Space	5
ARTICLE VII - ASSOCIATION RIGHTS	5
1. Use of Facilities	5
2. Use of Communication Facilities.....	5
3. Unit Member Contacts.....	6
4. Unit Member Names	6
5. Board Agendas.....	6
6. Furnishing Reports	6
7. Scattergrams	6
8. Waiver Requests	6

ARTICLE VIII - DISTRICT RIGHTS.....	7
1. District Authority	7
2. Exercise of District Authority	7
ARTICLE IX – GRIEVANCE PROCEDURE	7
1. Definitions.....	7
2. Time Limits	8
3. Threshold Time Limit	8
4. Initial Meeting.....	8
5. Level One	8
6. Level Two.....	9
7. Level Three	9
8. Level Four	9
9. Cost of Hearing	10
10. Rights of a Teacher to Representation.....	10
11. Commencing at Level Two.....	10
12. Content of Written Decisions	10
13. Release Time for Grievance Appearance	11
14. Separate Grievance File.....	11
15. Grievance Contents	11
16. Presentation.....	11
17. No Reprisals.....	12
18. Grievance Timeline.....	12
ARTICLE X - WORK YEAR	13
1. Work Year	13
2. Minimum Days	13
3. Extended Work Year	13
4. Voluntary Performance	13
ARTICLE XI – HOURS	13
1. Hours Per Week.....	13
2. Minimum Instructional Time	14
3. Speech Therapist, Counselor, Psychologist, School Nurse, Program Specialist Workday.....	15
4. Additional Duties	15
5. Substitute Services/Regular Teacher's Preparation Period.....	16
6. High School Coaching Assignments	17
ARTICLE XII - SALARIES	17
1. Placement on the Salary Schedule	17
2. Junior Reserve Officer Training Corp	18
3. Semester Units.....	19
4. Incorrect Salary Placement	20
5. Extra Salary Provisions - Extra-Pay Assignments.....	20
6. Extra Salary Provisions and/or Extended Work Year	23
7. Extra Salary Provisions - High School Department Chairpersons.....	24
8. Extra Salary Provisions – K-6 Combination Class Teachers.....	24

9.	Longevity Stipends.....	24
10.	Hourly Rates	24
ARTICLE XIII – PEER ASSISTANCE AND REVIEW PROGRAM		25
1.	Purpose	25
2.	Definitions for Purposes of This Document.....	25
3.	Governance and Program Structure.....	26
4.	Joint Panel Recommendations	31
5.	Other Provisions	31
ARTICLE XIV - MILEAGE		33
1.	Itinerant Unit Members.....	33
2.	Mileage Reimbursement.....	33
3.	Accumulation of Mileage	33
4.	Vehicle Use	33
5.	Mileage Exclusion	33
ARTICLE XV - HEALTH AND WELFARE BENEFITS.....		33
1.	Health and Welfare Benefits.....	33
2.	Coverage Provided.....	34
3.	Change of Benefits.....	34
4.	Payments.....	35
5.	Internal Revenue Code 125 Plan	35
6.	Cancellation.....	35
ARTICLE XVI – ASSIGNMENT /TRANSFER/REASSIGNMENT		35
1.	Definitions.....	35
2.	Assignments	36
3.	Voluntary Requests for Transfers/Reassignments.....	37
4.	Involuntary Transfers/Reassignments.....	38
5.	Vacancies	39
ARTICLE XVII - CLASS SIZE RATIOS		39
ARTICLE XVIII - SAFETY CONDITIONS.....		42
1.	Personnel Assault or Abuse.....	42
2.	Student Suspension	42
3.	Workers' Compensation Coverage.....	43
4.	Unsafe Conditions	43
5.	Lockable Space	43
6.	Personal Property Reimbursement.....	43
7.	Personal Property in Classroom	43
ARTICLE XIX - EVALUATION		44
1.	Purpose	44
2.	Evaluator	44
3.	Frequency of Evaluation.....	44
4.	Material to be Reviewed by the Unit Member.....	45

5.	Evaluation	45
6.	Prohibited Use of Certain Norms	48
7.	Summary Evaluation Report	48
8.	Form Changes.....	49
9.	Additional Observations	49
10.	Improvement Plan	49
ARTICLE XX - DUE PROCESS FOR DISCIPLINE		50
ARTICLE XXI - PERSONNEL FILES		52
1.	Personnel File Material Copies Given and Opportunity for Response	52
2.	Personnel File Inspection.....	52
3.	Site of Personnel File.....	53
4.	Contents Held in Confidence.....	53
5.	Use of Material	53
6.	Non-Job Related Charges and Complaints	53
7.	Public Charges	53
ARTICLE XXII - PROFESSIONAL DUES, AGENCY FEE AND PAYROLL DEDUCTION.....		54
1.	Deductions	54
2.	Association Membership Dues	54
3.	Fair Share Service Fee Payers	55
4.	Religious Objectors.....	55
5.	Hold Harmless.....	56
ARTICLE XXIII - LEAVES		57
1.	General Terms Governing Leaves.....	57
2.	Sick Leave.....	58
3.	Personal Leave.....	59
4.	Differential Pay.....	59
5.	Industrial Accident and Illness Leave	60
6.	Family Care and Medical Leave	62
7.	Special Purpose Leave	62
8.	Paternity and Adoption Leave.....	62
9.	Bereavement Leave	62
10.	Judicial and Official Appearance Leave.....	63
11.	Legislative Leave.....	64
12.	Imminent Death Leave	64
13.	Association Leave.....	64
14.	Other Leaves.....	65
ARTICLE XXIV - CATASTROPHIC LEAVE BANK.....		65
1.	Purpose	65
2.	Indemnification of District.....	66
3.	Definitions.....	66
4.	Procedure	68

ARTICLE XXV - JOB SHARING	69
1. Agreement.....	69
2. New Job Shares (Effective 2006-2007 School Year)	69
3. Meetings.....	70
4. Unit Member-Requested Termination of Job Sharing.....	70
5. District-Requested Termination of Job Sharing.....	71
ARTICLE XXVI - REDUCED WORKLOAD PROGRAM WITH FULL RETIREMENT CREDIT	71
1. Participation.....	71
2. Eligibility.....	71
3. Participation Requirements.....	71
4. Makeup of Leave Time.....	72
5. Entitlement to Benefits, Etc.....	72
6. Continuing Part-Time Status	73
ARTICLE XXVII - EARLY RETIREMENT BENEFITS.....	73
1. Benefit Conditions (hired prior to January 1, 1998)	73
2. Benefits Provided.....	74
3. Termination of Benefits	74
4. Unit Members Retiring Under Previous Agreements.....	74
5. Benefit Conditions (hired January 1, 1998, or after)	74
6. Description of Benefits for Retirees Receiving Early Retirement Benefits.....	75
ARTICLE XXIII - WAIVERS	75
EXHIBIT A - PEER ASSISTANCE AND REVIEW PROGRAM SAMPLE ANNUAL REPORT FROM PEER ASSISTANCE JOINT PANEL	
EXHIBIT B- PEER ASSISTANCE AND REVIEW PROGRAM ACTIVITY LOG	
EXHIBIT C - APPLICATION FOR PEER ASSISTANCE AND REVIEW CONSULTING UNIT MEMBER POSITION	
EXHIBIT D - APPLICATION FOR TRANSFER	
EXHIBIT E - PRE-OBSERVATION CONFERENCE FORM	
EXHIBIT F - CERTIFICATED PERSONNEL EVALUATION FORM	
EXHIBIT G - CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION	
EXHIBITS H & I - IMPROVEMENT PLAN AND LOG OF ACTIVITIES	
EXHIBIT J - CERTIFICATED NON-CLASSROOM CHECKLIST PRE- OBSERVATION CONFERENCE FORM	

**EXHIBIT K - CERTIFICATED NON-CLASSROOM CHECKLIST OBSERVATION
CONFERENCE FORM**

**EXHIBIT L - CERTIFICATED NON-CLASSROOM SUMMARY EVALUATION
FORM**

CERTIFICATED SALARY SCHEDULE

SIDELETTER AGREEMENT: Addendum A (3/31/14)

SIDELETTER AGREEMENT: Addendum B (3/31/14)

SIDELETTER AGREEMENT: Addendum C (3/31/14)

SIDELETTER AGREEMENT: Addendum D (3/31/14)

MEMORANDUM OF UNDERSTANDING: PAR (3/31/14)

MEMORANDUM OF UNDERSTANDING: CLASS SIZE RATIOS (2/7/14)

1 **ARTICLE I - AGREEMENT**

2 1. Parties

3 The Articles and provisions contained herein constitute a bilateral and binding agreement
4 ("Agreement") by and between the Governing Board of the Manteca Unified School District
5 ("District") and the Manteca Educators Association/CTA/NEA ("Association"), the certificated
6 non-administrative employee organization.

7 2. Authority

8 This Agreement is entered into pursuant to Chapter 10.7,
9 Sections 3540-3549, of the Government Code ("Act").

10 3. Term

11 The term of the Agreement shall be for three (3) years covering the period
12 July 1, 2014, through June 30, 2017. All provisions of the Agreement shall take effect upon
13 ratification of both the District and Association unless otherwise specified.

14 4. Reopeners

15 For the July 1, 2014 through June 30, 2017 term agreement, both the District and the
16 Association agree to reopen negotiations regarding salary and health benefits. Manteca Educators
17 Association and the Manteca Unified School District agree to reopen two additional articles of
18 their choice of this agreement. In addition, other articles may be reopened during the term of this
19 agreement by mutual consent of both parties.

20
21 **ARTICLE II - RECOGNITION**

22 1. Recognition

23 The District recognizes the Association as the exclusive representative for a unit of
24 certificated employees as follows: all interns, temporary, probationary, and permanent contract
25 certificated employees in the classification of classroom teachers, athletic directors, department
26 heads, counselors, librarians, reading specialists, special education teachers, resource specialists,
27 speech therapists, music specialists, psychologists, school nurses, ROP/ROC teachers, JROTC

1 teachers, physical education specialists, vocational/agriculture teachers, teachers on special
2 assignment, and program specialists.

3 2. Coverage

4 This Agreement applies only to unit members in the above-described representation unit.
5

6 **ARTICLE III - DEFINITIONS**

7 1. Unit Member

8 "Unit member" means any employee who is included in the unit as defined in Article II -
9 Recognition, and therefore covered by the terms and provisions of this Agreement.

10 2. Daily Rate of Pay/Dockage

11 "Daily rate of pay/dockage" means the unit member's annual salary divided by the number
12 of duty days required for this Agreement.

13 3. Superintendent

14 In this Agreement, "Superintendent" means the Superintendent or his/her designee.

15 4. Day

16 A "day" means any day in which a unit member is contracted to render service to the
17 District, unless otherwise noted.

18 5. Full-Time

19 The term "full-time" as used in this Agreement will be defined as follows:

- 20 • Article XII: A unit member shall be considered full-time if his/her
21 contracted salary reflects 75 % or more of his/her assigned step and class
22 on the salary schedule.
- 23 • Article XV: Full-time for Health and Welfare Benefits for active
24 employees is defined as working thirty (30) hours or more per week.
- 25 • Article XXVIII: Full-time for Early Retirement Benefits is defined as a
26 100% unit member.

1 Unless otherwise specified above, the words "full-time" in this Agreement will refer to a
2 unit member employed on a one hundred percent (100%) contract (full-time equivalent).

3
4 **ARTICLE IV - CONTRACT CLAUSES**

5 1. Completion of Agreement

6 This document comprises the entire Agreement between the District and the Association
7 on matters within the lawful scope of negotiation. Upon mutual agreement, the parties may agree
8 to negotiate amendments to this document and any amendments agreed to shall be ratified with
9 the same formality as this Agreement.

10 2. Support of Agreement

11 It is agreed that the Association and the District will support this Agreement for its term.

12 3. Application

13 When a subject matter is covered by this Agreement, this Agreement shall have control
14 over any District policies or procedures on the same subject.

15 4. Savings

16 If any provisions of this Agreement are held to be contrary to law by a court of competent
17 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted
18 by law, but all other provisions will continue in full force and effect.

19 The parties shall meet no later than thirty (30) days after learning of such court decisions
20 to renegotiate the provision or provisions affected. The parties may mutually agree to forego
21 negotiations whenever a court case is so definitive as to not require bilateral negotiations.

22 5. New Legislation/Changes in Education Code

23 The District and the Association agree to meet and negotiate new legislation or changes
24 in the Education Code that fall within the scope of those areas that are required by law to be
25 negotiated. The parties shall meet no later than thirty (30) days after notification, by either party,
26 of new legislation or Education Code changes.

27

1 6. Successor Negotiation Procedures

2 No later than the first regularly-scheduled Board meeting in March of the calendar year in
3 which this Agreement expires, the Association shall submit its initial proposals for a successor
4 agreement to the Governing Board.

5 The parties shall meet and negotiate in good faith on negotiable items on a successor
6 agreement beginning no later than five (5) days after the second regularly-scheduled Board meeting
7 in April of the calendar year in which this Agreement expires. Any agreement reached between
8 the parties shall be reduced to writing and signed by them.

9 As soon as possible after ratification of the agreement by both parties, the District shall
10 have copies prepared:

- 11 • One copy for each MEA leadership position as requested by MEA.
- 12 • Five copies per site.
- 13 • Individual unit members may request copies from the Personnel Department.
- 14 • Posted on the internet MUSD website.

15
16 **ARTICLE V - CONCERTED ACTIVITIES**

17 1. Duty to Comply

18 The Association and the District recognize the duty and obligation of their representatives
19 to comply with the provisions of this Agreement. The Association will not direct its members to
20 stop performing required duties with respect to “work-to-rule” or other concerted activities.

21 2. No Strike or Lockout

22 It is agreed and understood that there will be no strike, work stoppage, or lockout during
23 the term of this Agreement.

24 3. Unit Member Violation

25 It is further agreed and understood that any unit member violating this Article may be
26 subject to disciplinary action as provided by State law, including provisions of SB 813 or
27 Governing Board policy.

1 **ARTICLE VI - UNIT MEMBER RIGHTS**

2 1. Employee Rights

3 The District and the Association recognize the right of employees to form, join, and
4 participate in activities of employee organizations and the equal alternative right of employees to
5 refuse to form, join, and participate in employee organizational activities.

6 2. No Discrimination

7 The Governing Board shall not illegally discriminate against any unit member on the basis
8 of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical
9 handicap, membership in an employee organization, or participation in the activities of an
10 employee organization.

11 3. Work Space

12 Itinerant unit members (e.g., music teachers, resource specialists, speech therapists,
13 counselors, and psychologists) shall have a work space assigned to him/her at each assigned
14 school. The District will make a reasonable effort to allow such unit members exclusive use of
15 their assigned space during their scheduled time.

16

17 **ARTICLE VII - ASSOCIATION RIGHTS**

18 1. Use of Facilities

19 The Association shall have the right to make use of buildings, facilities, and equipment at
20 all reasonable hours. The Association will make arrangements with the site administrator to bear
21 all duplicating costs. No long distance telephone calls may be made at District expense. No
22 District materials or supplies shall be used for Association activities.

23 2. Use of Communication Facilities

24 The Association shall have the right to post notices of activities and matters of Association
25 concern on Association bulletin boards, at least one (1) of which shall be provided in each school
26 building in areas frequented by teachers. The Association may use the District mail service, teacher
27 mailboxes, District e-mail, and other channels of communication to communicate with employees

1 as outlined in Board policy and administrative regulations and as are consistent with Education
2 Code.

3 3. Unit Member Contacts

4 Association representatives may contact unit members at times that do not interfere with
5 the unit member's classroom instruction or official on-site meetings.

6 4. Unit Member Names

7 The District shall furnish the Association, within five (5) days of request after November
8 1, with the names and work locations of the unit members.

9 5. Board Agendas

10 The District shall provide the Association President with one (1) electronic copy of the
11 complete Governing Board meeting agendas minus confidential material.

12 6. Furnishing Reports

13 The District, upon request, shall furnish the Association with one (1) copy of specifically
14 requested reports made to the County and State and copies of all budgetary and other public
15 information it produces that are necessary for the Association to fulfill its role as the exclusive
16 bargaining representative, within five (5) days of their becoming available.

17 7. Scattergrams

18 By September 1, the District shall furnish the Association President with the current
19 placement of unit members on the current salary schedule. An additional scattergram will be made
20 available by December 1. The projected scattergram for the upcoming year shall be made available
21 to the Association President within five (5) days of request, providing the request is made after
22 April 1.

23 8. Waiver Requests

24 The Association shall be given an opportunity to participate in the development of waiver
25 requests made pursuant to Education Code Section 33050 and following.

1 **ARTICLE VIII - DISTRICT RIGHTS**

2 1. District Authority

3 It is understood and agreed that the District retains all of its powers and authority to direct,
4 manage, and control to the full extent of the law. The District retains the right to hire, classify,
5 assign, evaluate, promote, and terminate by layoff or otherwise. The District may also initiate unit
6 member discipline within the specific terms of this Agreement.

7 2. Exercise of District Authority

8 The exercise of the powers, rights, authority, duties, and its responsibilities by the District,
9 the adoption of policies, rules and regulations, and the use of judgment and discretion in
10 connection therewith, shall be limited by the specific and express terms of this Agreement.

11
12 **ARTICLE IX – GRIEVANCE PROCEDURE**

13 1. Definitions

14 The following definitions control the meaning of the terms as used in this procedure:

- 15 a. A "grievance" is an allegation by one (1) or more unit members that there has
16 been a violation, misinterpretation, or misapplication of a provision(s) of this
17 Agreement.
- 18 b. A "grievant" is the unit member(s) or the Association filing the grievance. The
19 Association shall be limited to four (4) grievances per fiscal year.
- 20 c. The "immediate supervisor" is a building principal or administrator having
21 immediate jurisdiction over the grievant and who has been designated to adjust
22 grievances.
- 23 d. A "party" is the grievant(s) and the District.
- 24 e. A "day" for the purposes of this Article is any day on which the District
25 administration office is open for business, except that any days during the
26 Christmas or Spring vacations shall not count as such days.

1 2. Time Limits

2 a. Time Limits provided for at each level shall begin on the day following receipt
3 of the written grievance, written grievance appeal or written decision.

4 b. The time limits may be extended by mutual agreement stated in writing.

5 c. In the event a grievance is filed after April 15, the normal time limits may be
6 reduced by mutual agreement.

7 3. Threshold Time Limit

8 A grievance shall commence within fifteen (15) days of the event or knowledge of the
9 event giving rise to the grievance. The presentation of a grievance (Section 4 below) shall be
10 accomplished within this time limit.

11 4. Initial Meeting

12 Nothing contained herein shall be construed as limiting the right of any unit member
13 having a grievance to discuss the matter informally with his/her immediate supervisor and to have
14 the problem adjusted without involvement by the Association, provided that the adjustment is not
15 inconsistent with the terms of this Agreement.

16 The alleged violation may be discussed with the immediate supervisor with the objective
17 of resolving the matter informally or may go directly to Level One.

18 5. Level One

19 If the grievant is not satisfied with the disposition of the grievance at the initial meeting,
20 he/she may file the grievance in writing, within five (5) days of the initial meeting, to the
21 Association President and the immediate supervisor. If no initial meeting was held, written notice
22 of the grievance must be filed within fifteen (15) days of the event or knowledge of the event
23 giving rise to the grievance.

24 Within five (5) days after receipt of the written grievance, the immediate supervisor shall
25 meet with the grievant and representative(s) of the Association (if desired by the grievant) in an
26 effort to resolve the grievance. A written decision shall be rendered within five (5) days after the
27 Level One meeting or receipt of grievance.

1 6. Level Two

2 If the grievant is not satisfied with the disposition of the grievance at Level One or if no
3 written decision has been rendered within five (5) days after the Level One meeting, he/she may
4 appeal the grievance in writing to his/her supervisor's District supervisor, within ten (10) days
5 after the deadline for decision at Level One.

6 Within five (5) days after receipt of the written grievance at Level Two, the Level Two
7 supervisor shall schedule a meeting with the grievant in an effort to resolve the grievance. A
8 written decision shall be rendered within ten (10) days after the Level Two meeting.

9 7. Level Three

10 If the grievant is not satisfied with the disposition at Level Two or if no written decision
11 has been rendered within ten (10) days after the Level Two meeting, he/she may appeal the
12 grievance in writing to the Superintendent or designee within ten days after the receipt of the Level
13 Two decision. The Superintendent or designee shall schedule a meeting with the grievant in an
14 effort to resolve the grievance within five days of receipt of the level Three grievance. A written
15 decision shall be rendered within ten (10) days after the Level Three meeting.

16 The Association may notify the District in writing that it believes an adjustment/decision
17 is not consistent with the terms of this Agreement, and such adjustment/decision may not be used
18 as a precedent in construing the Agreement. Such notice shall be given within a reasonable time
19 and will apply to this and previous levels of grievance only.

20 8. Level Four

21 If the response is not satisfactory to the grievant, the grievant shall have the right to refer
22 the matter to arbitration, provided the Association agrees. Such referral shall be made by written
23 demand submitted to the Superintendent within fifteen (15) days of receipt of his/her decision.
24 On receipt of the demand for such arbitration, the parties shall have five (5) days in which to agree
25 on an arbitrator. If they fail to agree, the State Conciliation Service shall be requested to submit a
26 list of five (5) arbitrators; each party shall strike two names from the list in alternative order. The
27 determination of which party shall strike a name first shall be determined by lot. The decision of

1 the arbitrator shall be advisory to the Governing Board except as stated below. At its next meeting,
2 which is no less than five (5) days following receipt of the arbitrator's decision, the Governing
3 Board shall review a transcript of the proceeding with a view toward making its own findings and
4 conclusions. The decision of the Governing Board shall be made at the next regularly-scheduled
5 meeting and shall be final.

6 The Governing Board may overturn a maximum of two (2) advisory decisions during the
7 term of this Agreement. No binding arbitrator's award shall exceed \$25,000 cost to the District.

8 9. Cost of Hearing

9 The cost of arbitration, including transcript fees, shall be borne by the party receiving the
10 unfavorable decision by the arbitrator. Split-decision cost shall be borne equally by both parties.

11 10. Rights of a Teacher to Representation

12 A grievant may be represented at all stages of the grievance procedure by himself/herself
13 or, upon his/her request, with an Association representative(s). In the event an Association
14 representative is not present, no resolution of the grievance shall be made until the Association
15 has received a copy of the proposed resolution and has been given five (5) days to respond. As
16 used in this Article, a limiting reference to a "representative" does not mean a non-District
17 employee. Such person may be an additional representative.

18 11. Commencing at Level Two

19 If a grievance arises from action or inaction on the part of a member of the administration
20 at the level above the principal or immediate supervisor, the grievant may submit such grievance
21 in writing to the Superintendent or designee and the Association. If the Superintendent or
22 designee agrees to the waiving of the Initial meeting and Level One, the processing of such
23 grievance will commence at Level Two.

24 12. Content of Written Decisions

25 Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in
26 writing setting forth the decisions and reasons therefore and will be transmitted promptly to all

1 parties and to the Association President. Time limits for appeal provided in each level shall begin
2 the day following receipt of written decision by the parties.

3 13. Release Time for Grievance Appearance

4 When it is necessary for a grievance representative(s) designated by the Association to
5 attend a grievance hearing during the day, he/she will be released without loss of pay in order to
6 permit participation in the hearing. Any unit member who is requested to appear at such hearings
7 as a witness shall be accorded the same right.

8 14. Separate Grievance File

9 All documents, communications, and records dealing with the processing of a grievance
10 will be filed in a separate grievance file and will not be kept in the primary personnel file of any of
11 the participants.

12 15. Grievance Contents

13 Written grievances presented to the district should contain the following information
14 whenever possible:

- 15 • Addressee should be the immediate supervisor or the appropriate district
16 representative
- 17 • Grievant's name
- 18 • Message telephone number
- 19 • Date submitted
- 20 • Article and sections of the contract violated
- 21 • Date and description of event or knowledge of event leading to the grievance
- 22 • Names of individuals possessing relevant knowledge of the incident
- 23 • Suggested resolution of the grievance

24 16. Presentation

25 A unit member and/or his/her representative(s) may present a grievance while on duty.

26 ~~On all grievances no more than four (4) may participate while on duty, whether grievants,~~

1 representatives, or witnesses, unless otherwise approved by the District. That approval shall not
2 be unreasonably withheld.

3 17. No Reprisals

4 No reprisals of any kind shall be taken by the District against any grievant, any member of
5 the Association or any other participant in the grievance procedure by reason of such participation.

6 18. Grievance Timeline

7 Date of Event

8 Initial (Supervisor, informal)

- 9 • Filing: Not applicable
- 10 • Meeting: Within fifteen (15) days of event or knowledge thereof
- 11 • Written Report: Not applicable

12 Level One (Supervisor, formal)

- 13 • Filing: Within five (5) days of initial meeting or within fifteen (15) days of
14 the event or knowledge thereof
- 15 • Meeting: Within five (5) days of receipt of written Level One grievance
- 16 • Written Report: Within five (5) days of Level One meeting

17 Level Two (Supervisor's District Supervisor)

- 18 • Filing: Within ten (10) days after written Level Two decision
- 19 • Meeting: Within five (5) days of receipt of written Level Two grievance
- 20 • Written Report: Within ten (10) days after the Level Two meeting

21 Level Three (Superintendent or Designee)

- 22 • Filing: Within ten (10) days after written Level Two decision
- 23 • Meeting: Within five (5) days of receipt of written Level Three grievance
- 24 • Written Report: Within ten (10) days after the Level Three meeting

25 Level Four (Advisory Arbitration)

- 26 • Filing: Within fifteen (15) days after written Level Three decision

- 1 • Parties Agree to Arbitration: Within five (5) days of receipt of Level Four
- 2 request for arbitration
- 3 • Written Report: Within five (5) days of arbitrator's decision or by the next
- 4 scheduled Board meeting

5

6 **ARTICLE X - WORK YEAR**

7 1. Work Year (Suspended per Side Letter Agreement)

8 The contracted work year(s) for the term of this Agreement shall consist of 186 days

9 of which 180 will be student instructional, three (3) mandatory inservice days and three (3) will be

10 for orientation/preparation.

11 2. Minimum Days (See Side Letter Agreement)

12 3. Extended Work Year

13 Unit members working additional days (i.e., speech therapists, counselors, psychologists,

14 school nurses, JROTC teachers, program specialists, and vocational agriculture teachers), shall

15 be compensated for said services according to Article XII - Salaries, Section 7, Extra Salary

16 Provisions - Extended Work Year.

17 4. Voluntary Performance

18 This Article shall not prevent unit members from voluntarily performing such duties on

19 any non-workday.

20

21 **ARTICLE XI – HOURS**

22 1. Hours Per Week

23 The District and Association agree to a professional 7.5 hour on-site work day, including

24 therein the duty-free lunch period, with an additional .5 hour on-site work day, for any other

25 professional work. This work may be completed on or off-site as determined by the teacher. The

26 starting time for all unit members shall be not later than fifteen (15) minutes before the start of

27 the first period and ending no less than fifteen (15) minutes after the end of the last period.

