

**AGREEMENT**  
**BETWEEN**  
**MERCED COUNTY OFFICE OF EDUCATION**  
**AND**  
**MERCED COUNTY OFFICE TEACHERS’**  
**ASSOCIATION/CTA/NEA**

**July 1, 2021 – June 30, 2024**

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**[SALARY SCHEDULES AVAILABLE AT: .....SALARIES.MCOE.ORG](http://SALARIES.MCOE.ORG)**

## **ARTICLE I - AGREEMENT**

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Superintendent of the Merced County Office of Education ("Superintendent") and the Merced County Office Teachers' Association/CTA/NEA ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- C. Within thirty (30) days after the execution of this contract, the employer shall print sufficient copies of the contract for every employee in the bargaining unit.

## **ARTICLE II - RECOGNITION**

- A. The Employer recognizes the Association as the exclusive representative of the certificated employees in the following departments: Special Education, Migrant Education, Career and Alternative Education, Instructional Services, Independent Studies Teachers and excluding all other positions not specifically enumerated above which includes, but is not limited to: Superintendents; Asst. Superintendents; Directors of all Programs and Projects; Coordinators of all Programs and Projects; Consultants; Psychologists; Program Specialists; Summer School Teachers and substitutes, and all other Management, Confidential and Supervisory Certificated positions (as defined in the Rodda Act--for the purposes of meeting and negotiation.) (See Appendix A attached.) This includes positions created by the Superintendent which did not exist at the time of recognition, and which are staffed by unit certificated personnel. The Association will be notified of new job titles of bargaining unit positions as they are added. [Revised March 14, 2014]

### **ARTICLE III - DEFINITIONS**

- A. "Employee" refers to any certificated employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- B. "Days" means days during which the County School Offices are open for business. In cases where recess, holidays or summer vacation would interfere with the "Days" count, both sides shall mutually agree to a scheduled date.
- C. "Negotiable items" means matters covered by the Rodda Act; that is, matters related to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" means health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8.
- D. "Paid leave of absence" means that a teacher shall be entitled to: 1) receive wages and all fringe benefits, including but not limited to insurance and retirement benefits; 2) to return to a comparable assignment which he/she enjoyed immediately preceding the commencement of the leave; and, 3) to receive credit for annual salary increments provided during his/her leave if said covers at least seventy-five (75) percent of the school year.
- E. "Immediate family" means the spouse, mother (stepmother, mother-in-law, foster mother), father (stepfather, father-in-law, foster father), daughter (stepdaughter, daughter-in-law, foster daughter), son (stepson, son-in-law, foster son), sister (stepsister, sister-in-law, foster sister), and brother (stepbrother, brother-in-law, foster brother) of the unit member; grandmother, grandfather, granddaughter and grandson of the unit member; and any other person living in the immediate household of the unit member.
- F. "Daily rate of pay" means the employee's annual salary divided by the number of days he/she is required by the Superintendent to render services in accordance with the individual's contract.
- G. "Hourly rate of pay" means the daily rate of pay divided by the number of hours worked per day.
- H. "Employer" means the Merced County Superintendent of Schools/Merced County Board of Education/Merced County Office of Education.
- I. "Unpaid leave of absence" means that employees on Superintendent approved unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leaves upon reimbursement to the employer, pursuant to established business office procedure.
- J. "Modified work year calendar" is a calendar that does not adhere to a traditional school year calendar or is not an assignment to one "track" of a year round education calendar.
- K. "Traditional calendar" is a 184 day work year calendar.

- L. Extended year is defined as additional work days beyond contractual work days contained in Article XII (M). Unit members who work an extended year shall be paid at their per diem rate. [Revised March 14, 2014]
- M. “Non-instructional unit member” is a certificated bargaining unit member who is not responsible for direct supervision or instruction of students.
- N. “Extended Family” means any relative of the bargaining unit member not included in immediate family and grandmother, grandfather, granddaughter and grandson of the spouse of the unit member.
- O. The Merced County Superintendent has determined that the positions of school nurse, speech therapist, counselor and librarian are not teaching positions for the purpose of Education Code Section 1296(c) and, therefore employees in these positions are not to be classified as probationary or permanent.
- P. Vacancy - A vacancy is any position that does not have a unit member assigned to it and for which an additional bargaining unit member must be hired. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the COE. [Revised March 14, 2014]

## ARTICLE IV - GRIEVANCE PROCEDURE

### Definitions

- A. A "grievance" is an allegation by an employee of the bargaining unit that there has been a violation, misapplication or misinterpretation by the Employer of the specific provisions of this Agreement which has adversely affected the grievant.
- B. A "grievant" may be any member of the bargaining unit.
- C. An "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to resolve the grievance.
- D. An "informal grievance" is one which is at the level of discussion with the employee and his/her immediate supervisor.
- E. A "formal grievance" is a written statement of a grievance filed with the appropriate supervisor after an informal meeting and within the time limits specified within this Agreement.
- F. The Association may present grievances where it alleges that the Association itself has been directly and adversely affected by a violation, misapplication or misinterpretation of the specific terms of this Agreement. The Association may not present a grievance in its name on behalf of unnamed employees or as a "class action."

### Procedure

- A. Informal Stage: Within fifteen (15) days after the occurrence or omission giving rise to the grievance, an aggrieved person shall first discuss the grievance with the immediate supervisor.
- B. Formal Stage
  - 1. Level One: If the aggrieved person is not satisfied with the disposition of the grievance at the informal stage, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she may file the grievance on the Certificated/Classified Grievance Report (see Appendix D) with the President of the Association and the appropriate supervisor within ten (10) work days after the decision at the informal stage or within ten (10) work days following elapse of the five (5) day period and no decision being forthcoming. Within five (5) work days after receipt of the grievance the immediate supervisor shall meet with the aggrieved person with the objective of resolving the matter. The Association's designated grievance representative may be present at the option of the aggrieved person.
  - 2. Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of the grievance, he/she may appeal the grievance to the Program Director within ten (10) work days after the decision at Level One or within ten (10) work days following elapse of the five (5) day period and no decision being forthcoming. Within five (5) work days after receipt of the grievance by the Program Director, the said person,



or his/her designee shall meet with the aggrieved person and representative(s) of the Association in an effort to resolve it.

3. Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) work days, he/she may appeal the grievance to the Superintendent, or his/her designee within ten (10) days after the decision at Level Two or within ten (10) work days following elapse of the five (5) day period and no decision being forthcoming. Within five (5) work days after receipt of the grievance, the Superintendent, or his/her designee, shall meet with the aggrieved person and representative(s) of the Association in an effort to resolve it.
4. Level Four - Mediation: If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Three, the grievance shall be referred to MCOTA to submit to grievance mediation.
  - a. The Association shall request that a mediator from the California State Mediation/Conciliation Service or from any other mutually agreeable recognized dispute resolution center be assigned to assist the parties in the resolution of the grievance.
  - b. The mediator, within ten (10) days of the request shall meet with the grievant, the Association and MCOE representative(s) for the purpose of resolving the grievance.
  - c. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and MCOE. This agreement shall constitute a settlement of the grievance.
  - d. In the event that the grievant, the Association and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the meeting with the mediator, the Association or the Employer may terminate Level Four and the grievance may proceed to arbitration.
5. The parties shall attempt to agree upon a binding arbitrator. If no agreement can be reached, they shall request, within ten (10) days, that the American Arbitration Association supply a list of names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining member shall be the binding arbitrator. The order of the striking shall be determined by lot. The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association. No new evidence or witnesses shall be presented by either party to the arbitrator that were not submitted at Level 3. If any questions arise as to the arbitrability of the grievance, such question shall be deferred to the arbitrator and may be ruled upon prior to hearing the merits of the grievance at the request of either party.

6. The arbitrator will be without power or authority to:
  - a. Make any decision which requires the commission of an act prohibited by law or which is in the violation of the terms of this Agreement;
  - b. Add to, subtract or modify the terms of the Agreement;
  - c. Decide matters where specific State or Federal administrative adjudicatory procedures are provided;
  - d. Decide State or Federal law interpretations; and,
  - e. Decide matters which, according to the Agreement, fall within the County's discretion, unless the County exercises that discretion in an arbitrary or discriminatory manner.
7. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.
8. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Employer and the Association. All other costs will be borne by the party incurring them.
9. Rights of Teachers to Representation
  - a. No reprisals of any kind shall be taken against the grievant or member of the Association by the Employer or the Association by reason of participation in grievance processing.
  - b. All documents, communications and records relating to the processing of the grievance shall be filed in a separate grievance file and shall not be admitted to the personnel file of any of the participants.
  - c. An employee may be represented at all formal stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected by the Association.
  - d. Every attempt shall be made to process grievances outside the time the employee is in contact with students. However, the grievant, witnesses or Association representative(s) shall be released without loss of compensation to attend formal hearings or meetings during the work day.
  - e. The employee has the right to resolve a grievance below Level Two, without Association intervention, provided the adjudication of the grievance is consistent with the terms of this Agreement and the Association receives a copy of the

proposed settlement and has an opportunity to state its views prior to the implementation of the decision.

- f. The Association may file a grievance at Level Three on behalf of more than one (1) teacher.[Revised March 14, 2014]

## ARTICLE V - TRANSFER/REASSIGNMENT

### A. Definitions

1. Reassignment: the change of teaching assignment within the same program at the same location.
2. Work site reassignment: a movement from one location to another within the same program.
3. Program transfer: a movement from one program to another.
4. Programs are defined as follows:
  - a. For the Migrant Education Department, the total Migrant Region is designated as one program for the purpose of defining program transfer.
  - b. For the Career and Alternative Education Department, each specific designated subjects vocational credential is limited to a specific program subject matter area unless a teacher has two or more subject matter areas authorized by multiple credential authorizations or more than one specific designated subjects vocational credentials.
  - c. For the Special Education Department, the programs are as follows:

Adapted Physical Education – Itinerant  
Infant Care Program – Itinerant [Revised March 14, 2014]  
Orthopedically Handicapped - Itinerant  
Resource Specialists - Early Childhood  
Resource Specialists – Learning Handicapped  
Special Class and Itinerant - Deaf and Hard of Hearing  
Special Class - Early Childhood Special Education  
Special Class –Emotionally Disturbed  
Special Class - Learning Handicapped  
Special Class - Severe Disabilities  
Speech Therapy - Itinerant  
Visually Impaired – Itinerant  
(Nurses, resource teachers and vocational specialists are subject to the same procedures as other certificated staff in the bargaining unit.)

### B. Employee Initiated Transfer/Worksite Reassignment/Reassignment

1. Employees may submit a request for transfer at any time by applying to the Human Resources Office. (See Appendix B)
2. Requests shall remain on file until the next vacancy or September 15th, whichever occurs first. Employer will notify employee of expiration date of approved transfer request.

3. The Employer will notify the applicant in writing upon occurrence of the vacancy, and the applicant will have five (5) days after postmark or three (3) days after hand delivery to confirm in writing to the Human Resources Office his/her interest in applying for the position. The applicant will also send a copy to the Assistant Superintendent.
4. The applicant will then become eligible for an interview.
5. When reviewing a request for a transfer, the employer shall consider the following: credential, length of service with MCOE, previous experience with the age level or subject area, any acquired and relevant training, and performance within the department. [Revised March 14, 2014]

C. Employer Initiated Transfer/Site Reassignment/Reassignment or Track Change

1. An involuntary transfer shall be defined as any Employer initiated change of assignment, including but not limited to, grade level and/or subject area changes at the same or different sites, occurring during or between school years. [Revised March 14, 2014]
2. If an employer initiated transfer/reassignment becomes necessary, the Employer shall first interview all employees with a request to transfer to that position on file.
3. An employee given a transfer shall have the right to indicate preferences when more than one (1) vacancy exists in a program/department and shall be named to a vacancy on the basis of the items listed in Article V, item B.5.
4. When a mid-year transfer/work site reassignment/reassignment occurs, the employee shall be given written notice which includes the reasons for the action as soon as administratively possible, and a conference will be held between the appropriate administrator and the employee to discuss the reasons for the transfer. The employee may request that an Association representative be present at the meeting.
5. When a transfer/work site reassignment/reassignment will be effective at the beginning of the succeeding school year, written notice which includes the reasons for the transfer, shall be given before May 1. A conference will be held between the appropriate administrator and the employee to discuss the reasons for the transfer. The employee may request that an Association representative be present at the meeting. In unusual circumstances or where a vacancy occurs as the result of an unanticipated resignation, the development of a new site and/or a new program is established, the written notice of the transfer/work site reassignment/reassignment shall be given as soon as administratively possible.
6. No teacher shall be transferred for reasons that are capricious or punitive.
7. Employees shall be notified at least ten (10) working days in advance of a mid-year transfer.
8. When an employee is transferred or reassigned, he/she shall be given up to five (5) days, at the discretion of the supervisor, to prepare for reassignment. Preparation time may be provided as follows:

- A substitute teacher may be secured to take the place of the unit member so that preparation can occur during the work day.
- The supervisor may authorize additional compensation in exchange for the unit member working beyond the work day.
- The supervisor may allow the unit member to take time off during a non-student contact work day in exchange for the extra time it took to prepare for the reassignment.

In-service days shall not be counted as part of the five (5) days.

The Employer may be obligated to provide additional supplies and textbook allowances which the teacher and supervisor may jointly deem necessary for the new assignment.

[Revised May 24, 2010]

9. Employees required to pack up their classroom or office due to building maintenance, modernization, or a disaster shall be given up to three (3) days of non-teaching duties or up to three (3) additional paid days to restore their classroom.
10. If an employee is transferred or reassigned, the Employer shall arrange appropriate custodial assistance for the movement of all materials and equipment from one assignment to the other and for set-up at the new worksite.

#### D. Vacancies

1. Unit vacancies will be posted at all sites, at the Human Resources Office at MCOE, and E-mailed to all Association members. Vacancies will be open internally for five (5) working days. Closing date for application will be included on the flyer. [Revised March 14, 2014]

## ARTICLE VI - LEAVES

### PAID LEAVES

- A. Sick Leave: Every employee shall be entitled to ten (10) days of paid sick leave each contract year. At the beginning of each school year, every employee shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. An employee may use his/her credited sick leave at any time during the school year. Unused sick leave shall accrue from school year to school year. Any unit member, who utilizes two (2) days or less of sick leave accruals during the school year, July 1 through June 30, will be entitled to a one-time cash bonus of one day's pay on/before October 15<sup>th</sup> of the following school year. Any unit member who works 15 or more days beyond the regular 184-day contract and is paid his/her regular rate from the salary schedules C-3, C-4, P-4 is entitled to one (1) additional day (7 hours) of sick leave. Migrant summer school teachers on Migrant Summer School Salary Schedule are not entitled to additional sick leave. The Employer may require a physician's verification of illness if an employee has been on sick leave for three (3) or more consecutive days. The employee may utilize accumulated sick leave days for pregnancy-related illnesses pursuant to Education Code Section 44965.
- B. Extended Illness Leave: If a unit member has utilized all accumulated sick leave and is still absent from classroom duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the daily rate on the substitute salary schedule. The five (5) school month period during which the above deductions occur shall begin immediately upon the exhaustion of an employee's regular sick leave, including industrial illness and accident leave granted under Education Code Section 44984. This leave shall not be cumulative. When an extended illness leave occurs at a time when the five (5) school months will overlap into the next fiscal year, the employee shall be entitled to differential pay, after exhaustion of all regular sick leave (the current year's entitlement), for the remainder of the five (5) school month period.
- When an employee has exhausted all available leaves and is not medically able to return to work, the employee shall be placed on a 24-month re-employment list if probationary and a 39-month re-employment list if permanent. The 24- or 39-month period commences upon expiration of the five months set forth in Education Code Section 44977. When the employee is medically able to return to work during the 24- or 39-month re-employment period, he/she will be employed in the first available position for which he/she is credentialed and qualified.
- C. Jury Leave: Employees shall be entitled to leave without loss of pay for any time required to perform jury duty--such as; a) Appearance in court as a litigant, or as a witness under official order; and, b) Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her working hours and no alternative meeting time during the non-duty hours can be arranged.
1. The employee shall present to the Human Resources Department the actual notice to appear for jury duty.

2. The employee agrees to submit to the Human Resources Department any check or warrant received in payment for the court appearance or jury duty, while on leave, less reimbursement for travel, meals, or parking.
- D. Bereavement Leave: Employees shall be granted a leave with full pay in the event of death of any member of the employee's immediate family. The leave shall be for a period of five (5) days (in-state) and seven (7) days if out-of-state travel is required. Employees shall be granted leave with full pay in the event of death of any member of the employee's extended family. Such leave shall be for a period of one (1) day in-state and two (2) days if out-of-state travel is required.
- E. Personal Necessity Leave: Employees may use up to ten (10) days of accumulated sick leave during any school year in case of personal necessity for any reasons listed in number 1 and/or 2 below. Personal Necessity is defined as any activity or personal obligation of an employee, which necessitates or mandates his/her absence from his/her assignment during the regular work hours. [Revised March 14, 2014]
1. The employee shall not be required to give advance notice for leave taken for any of the following reasons:
    - a. Death or serious illness of a member of the employee's immediate or extended family;
    - b. Accident or emergency involving his/her person or property, or the person of a member of his/her immediate family.
  2. Advance notice is required for, but not limited to, the following acceptable reasons. The employee's application to use sick leave for personal necessity must be received by the Department Head not less than one (1) working day prior to the desired absence.
    - a. Settling of legal affairs and other serious personal emergencies, which cannot be resolved on a non-working day, if approved by the Employer or his/her designee.
    - b. Funerals.
    - c. Extension of bereavement leave.
    - d. Paternity leave.
    - e. Observance of religious holidays formally celebrated by recognized religious groups and denominations which fall during assigned hours of service.
  3. No more than three (3) days of personal necessity leave will be approved for the following in any school year. (Not less than one (1) working day advance notice is required.)
    - a. Attendance at or participation in functions or activities which are primarily for the employee's pleasure, amusement or personal convenience.



- b. The extension of holidays or vacation periods for personal convenience.
  - c. Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
- 4. Personal necessity will not be approved for the following:
  - a. Seeking or engaging in a remunerative employment.
  - b. Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.
  - c. Religious or non-school conferences (except as provided in Article VI, item E.3.a.).
- F. Industrial Accident Leave: Pursuant to the provisions of Education Code Section 44984, a certificated employee shall be provided leave of absence for industrial accident or occupational illness under the following rules and regulations:
  - 1. The industrial accident or occupational illness must have arisen out of and in the course of employment of the employee, and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
  - 2. Allowable leave for such industrial accident or occupational illness shall be for the number of days of temporary disability not to exceed sixty (60) working days during which the schools of the Employer are required to be in session or when the employee would otherwise have been performing work for the Employer in any one fiscal year for the same accident.
  - 3. Allowable leave for industrial accident or occupational illness shall not be accumulated from year to year.
  - 4. The industrial accident or occupational illness leave under these rules and regulations shall commence on the first day of the absence.
  - 5. When an employee is absent from his/her duties on account of industrial accident or occupational illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
  - 6. Industrial accident or occupational illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
  - 7. When an industrial accident or occupational illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

8. During any paid leave of absence, the employee shall endorse to the employer wage loss benefit checks received under the workers' compensation laws of this state. The employer, in turn, shall issue the employee appropriate salary warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
  9. Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Employer authorizes travel outside the State.
  10. Upon termination of the industrial accident or occupational illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983) and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or occupational illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.
  11. These provisions for industrial accident and illness leave shall apply only to certificated employees whose services are regularly scheduled.
  12. An employee shall be deemed able to return to work from an industrial illness or accident at such time as he/she and his/her physician agree that the employee is able to perform his/her duties.
- G. Sabbatical Leave: Certificated employees with at least seven years of service with MCOE are eligible to apply for a sabbatical leave of no more than one-half (1/2) school year in duration so long as the purpose of such leave is to pursue a program of study, research or travel which shall be of benefit to MCOE programs. Such leave is subject to the availability of a suitable substitute who meets the employer's requirements for the position being temporarily vacated. No more than two MCOE certificated employees may take sabbatical leave during a school year. While on leave, the employee will receive the differential between his/her salary and the salary paid the substitute with no reduction in fringe benefits. Employees who receive and fulfill sabbatical leave of one-half school year shall agree to be employed by MCOE for three (3) additional years.
1. Selection: Eligible certificated employees requesting sabbatical leave will submit a written request through their Coordinators to their Directors no later than April 30 for those seeking leave in the fall term and no later than November 1 for those seeking leave in the spring term.
  2. The Human Resources Office will convene a committee composed of teachers and administrators to review applications with teachers comprising the majority of the committee. Specific parameters for selection of sabbatical leave candidates will be jointly developed by MCOE and MCOTA and incorporated into the MCOTA contract.
- H. Employer has the right to satisfactorily verify that any leaves taken by unit members be in compliance with the applicable terms and conditions stated in the Agreement.

LEAVES WITHOUT PAY: Unpaid leave of absence means that employees on Employer approved unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leaves upon reimbursement to the employer, pursuant to established business office procedure.

- A. Maternity Leave: An employee anticipating maternity leave shall notify her Supervisor four (4) weeks prior to the anticipated date on which the leave is to commence.
  - 1. The employee may continue employment throughout her pregnancy as long as she is able to perform her required duties.
  - 2. Maternity leave shall be for a maximum period of six (6) months.
- B. Adoption Leave: An employee who is adopting a child may apply for an unpaid leave for the purpose of processing the adoption and receiving the child. An employee who is adopting a child  
  
shall notify the Employer of the intent to adopt as soon as possible. A leave of absence of up to six (6) months may begin upon placement of the child in the home.
- C. Child-Rearing Leave: An employee who is the natural or adoptive parent of a child shall be entitled, upon approval, to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for a maximum period of one (1) school year, but may be extended by mutual agreement of the employer and the employee.
  - 1. The employee shall give the employer four (4) weeks notice prior to the anticipated date on which the leave is to commence.
  - 2. The teacher shall return to a position similar to the one held prior to taking the leave.
- D. Family Care Leave: An employee shall be provided unpaid leave to care for a seriously ill child, parent, or spouse for up to one (1) full year. Upon termination of such unpaid leave, the unit member shall be returned to a position for which he/she is qualified.
- E. Military Leave: Employees shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the utilization of military leave.
- F. General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on a paid, partial-paid or unpaid basis at any time upon any terms acceptable to the employer and an employee.
- G. Employer has the right to satisfactorily verify that any leaves taken by unit members be in compliance with the applicable terms and conditions stated in the Agreement.

## **ARTICLE VII - CLASS SIZE**

- A. Class sizes shall not exceed maximums approved by the California State Department of Education.
- B. In the Special Education Programs, the class sizes shall not exceed maximums approved by the State Department of Education for the Merced County Special Education Local Planning Area (SELPA).
- C. Class size/caseload shall be generally limited to the number approved in State approved course descriptions. The maximum class size/caseload shall be evaluated on an as needed basis in accordance with industry trends by committees composed of administrators, teachers and appropriate specialists representing, separately, both the Special Education Department and the Career and Alternative Education Department. These committees will meet and make recommendations to their respective Department Assistant Superintendents. A copy of their recommendations will be submitted to the Association upon request. [Revised May 30, 2012]
- D. When a severely disabled, self-contained, special day class exceeds twelve (12) students or has more than three (3) non-ambulatory students, the equivalent of two (2) full-time instructional aides will be provided. When only one special day class is located at a district site, no more than three (3) non-ambulatory students will be enrolled in that class. No severely disabled class shall exceed fourteen (14) students for any reason. See Appendix J (Inclusion MOU) [Revised March 14, 2014]
- E. The maximum caseload for language, speech and hearing specialists will be 55. In the event that individual caseloads exceed the maximum, the Employer shall provide additional assistance in the form of (1) clerical support, (2) speech and language assistant support, (3) instructional aide support, (4) reassignment of students, or (5) other mutually acceptable support.
- F. ROP High School Teachers enrollment per class section shall not exceed an average of 30 students. [Revised May 30, 2012]
- G. The maximum number of students enrolled in any Valley Community School class shall be 30.
- H. The maximum number of students enrolled in any Juvenile Hall class shall be 20.
- I. The maximum caseload for a full-time equivalent teacher in VCS Independent Studies shall be 30. [Revised July 31, 2018]
- J. The maximum caseload for a full-time equivalent teacher in Merced Scholars Charter School shall be 30. [Revised March 14, 2014]

## **ARTICLE VIII - CERTIFICATED EMPLOYEE EVALUATIONS**

- A. The Employer accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated.
- B. The Employer shall evaluate and assess certificated instructional employee competency as it relates to:
  - 1. The progress of pupils toward the standards established.
  - 2. The instructional techniques and strategies used by the employee.
  - 3. The employee's adherence to curricular objectives.
  - 4. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
  - 5. Non-instructional duties.
- C. The Employer shall establish and define job responsibilities for those certificated non-instructional unit members.
- D. Evaluation Procedure
  - 1. Every probationary and temporary employee shall be evaluated by the administration in writing at least once each school year.
  - 2. Every certificated employee shall normally be evaluated by the administration in writing once every two (2) years. Nothing in this section shall preclude evaluations more often than every two (2) years where performance indicates need for additional help.
  - 3. Within sixty (60) calendar days of the program year or employment, the evaluator and the certificated employee will meet in a planning conference to review the instrument and procedure for the evaluation.
  - 4. Each evaluation shall be based upon at least two (2) observations lasting a minimum of thirty (30) minutes, and each shall be followed by a conference within five (5) working days in which the evaluator and the certificated employee shall review and initial the observation, and discuss strategies, procedures, and techniques for reaching the standards of employee performance if necessary. The certificated employee and the evaluator shall take positive action to correct any cited deficiencies. Such action by the evaluator shall be specific and definitive. (See Appendix E)
  - 5. Any certificated employee who receives a negative evaluation may, upon request, be entitled to a subsequent observation, conference and written evaluation and additional assistance as mutually agreed and set forth in writing. When any permanent certificated employee has received an unsatisfactory evaluation, the employee must be evaluated annually until the employee receives a positive evaluation or is terminated.

6. The final evaluation conference shall be completed no later than thirty (30) days after the second observation or no later than thirty (30) days before the last school day of the adopted calendar, whichever date occurs earlier. A completed copy of the evaluation will be given to the employee at the completion of the final evaluation conference. An employee who is on a leave of absence at the time of completion of his/her evaluation process shall have his/her evaluation delivered by certified mail. Such employee shall be offered a final evaluation conference upon his/her return to work. [Revised March 14, 2014]
7. No certificated employee shall be held accountable for any aspect of the educational program over which he/she has no jurisdiction.
8. Non-administrative certificated personnel shall not be required to participate in the evaluation and/or observation of other unit non-administrative personnel, nor shall they be required to evaluate themselves.
9. Untrue or undocumented statements shall not be included in written evaluations and/or the teacher's personnel file.
10. Procedures for placing evaluations and other documents which may affect the employment status of an employee in the personnel file shall be consistent with Section 44031 of the Education Code.
11. Evaluation shall not make reference to nor be influenced by an employee's race, color, creed, domicile, sexual orientation, marital status, age, political preference, physical handicap or professional association membership status.
12. All final evaluation forms shall be approved by the Association prior to their implementation.
13. Changes to final evaluation forms, including observation forms directly related to the final evaluation, shall be made as necessary by a committee comprised of bargaining unit members and management staff of the department. [Revised May 24, 2010]
14. In the event that the evaluation process is not completed in accordance with the timelines set forth under this article and/or unless mutually agreed upon to waive procedural requirements, the employee shall be rescheduled to complete a formal evaluation in the subsequent school year. [Revised March 14, 2014]

## ARTICLE IX - EMPLOYEE BENEFITS

### A. Health, Dental and Vision Insurance Coverage

1. The Employer shall provide all employees in the bargaining unit and their dependents with a health, dental and vision insurance plan, as specified below.
2. Employees working on ten-month contracts shall have coverage for a full twelve-month period. No ten-month employee shall be without health coverage during periods of vacation or non-service specified in this contract. For employees who begin after the school year starts, these coverages will be provided in proportion to their work time.
3. For the **2021-2022** school year, the employer annual maximum contribution toward health benefits shall increase by \$500 from \$12,400 to \$12,900. The annual employee contribution shall be deducted on an 11 month basis. [Revised May 7, 2021]
4. Employees on Superintendent-approved unpaid leaves of absence shall have the option to continue to receive health, dental and vision insurance coverage for the period of the leaves upon reimbursement to the Employer pursuant to established MCOE policies.
5. The Association agrees to appoint an advisory insurance committee. This committee shall meet with the Employer's representative to assist in reviewing, evaluating and recommending benefit programs.
6. Fringe Benefit Enrollment:
  - a. The open enrollment period will be in accordance with the eligibility rules of the current benefits carrier. Information will be distributed if there is any change.
  - b. All unit members shall be enrolled in fringe benefits programs at the time of hire with an effective date of the first of the month following their first day of service.

### B. Life Insurance Coverage

1. The employer shall provide all employees in the bargaining unit with a life insurance policy. This policy shall expire at the end of the month in which a unit employee terminates.
2. Should employees wish to enroll dependents for life insurance coverage, it shall be at the employees' expense.
3. Employees working on ten-month contracts shall have coverage for a full twelve-month period. No ten-month employee shall be without life insurance coverage during periods of vacation or non-service specified in this contract. For employees who begin after the school year starts, these coverages will be provided in proportion to their work time.

4. Employees on Superintendent-approved unpaid leaves of absence shall have the option to continue to receive life insurance coverage for the period of the leaves upon reimbursement to the Employer pursuant to established MCOE policies.

C. Proration of Benefits

Certificated employees who work thirty (30) hours or more per week shall receive employer paid health, dental, vision and life insurance benefits. The employee will be responsible for any cost above the fringe benefits cap provided by the employer. Certificated employees who work less than thirty (30) hours per week shall be entitled to fringe benefits as follows:

<u>HOURS WORKED PER WEEK</u>	<u>EMPLOYEE'S CONTRIBUTION</u>	<u>EMPLOYER'S CONTRIBUTION</u>
25 or more but less than 30	1/6	5/6
20 or more but less than 25	1/3	2/3
Less than 20 hours	Employees working less than twenty (20) hours per week, substitutes and temporary employees are not eligible for participation in employer funded fringe benefits and may not participate in fringe benefit programs at their own expense.	

All employees, both full-time and part-time, shall participate in the full health, dental, vision and life insurance benefits plan by payroll deduction.

D. Allocation for Coffee Break Benefits

The employer shall set aside \$150, maximum, per month to provide traditional coffee break beverages as a part of fringe benefits. The allowance is provided for departments' work sites over which the employer maintains exclusive control. All employees are entitled to this benefit when visiting these departments. Supplies authorized for purchases from this allocation include coffee, tea, hot chocolate mix, sugar and non-dairy creamer, plastic spoons and napkins.

E. Allocation for Instructional Supplies

The employer agrees to provide each Special Education unit member with \$400 annually for instructional materials providing funding is available. If funding is not available, the employer will provide a minimum of \$200 annually for instructional materials. The Employer shall inform all unit members of any deadline for the submission of purchase orders, receipts, invoices, and requests for reimbursement a minimum of 30 days before the deadline date. Such notification shall be in writing and distributed to each unit member.



F. Tax Sheltered Annuities

Employees may participate in the tax-sheltered annuity of their choice provided that the insurer/custodian has on file with the Employer an appropriately executed "Hold Harmless Agreement." Employer will provide payroll deductions for this purpose.

G. Early Incentive Retirement

The Merced County Office of Education shall provide early incentive retirement to qualifying bargaining unit members in the form of an agreement.

1. Guidelines

To meet the qualifications for early incentive retirement the following guidelines shall be followed:

- a. The bargaining unit member shall be at least sixty (60) years of age.
- b. The bargaining unit member shall have been employed by the Merced County Office of Education at least five (5) years immediately prior to entering retirement status.
- c. The bargaining unit member shall be at the highest class available on the current year applicable salary schedule.
- d. Early incentive retirement will be eliminated for all new bargaining unit members who sign employment contracts after ratification of the 1993-94 MCOTA contract.

2. Early Retirement Agreement

- a. The Merced County Office of Education shall continue all health, accident and dental benefits into retirement for the bargaining unit member at no expense to the bargaining unit member until the bargaining unit member reaches age sixty-five (65). Effective July 1, 2004, the Merced County Office of Education shall continue all health, dental, vision and accident benefits into retirement for the bargaining unit member until the bargaining unit member reaches age sixty-five (65). The medical insurance coverage shall be equivalent to the medical plan(s) then in effect for all certificated personnel. If at any time the current plan requires payment in any part by the employee, the retiree shall be responsible for the same amount of cost for maintaining insurance coverage as other certificated employees.
- b. As the need for substitute teachers arises, the Merced County Office of Education agrees to offer the bargaining unit member the opportunity to substitute within the bargaining unit member's area of certification at the current year rate for substitute teachers before outside substitutes are called. This agreement shall continue until the bargaining unit member reaches age sixty-five (65). The total annual amount earned by the bargaining unit member shall not exceed the amount allowed by STRS regulations in effect.

#### H. Early Retirement Incentive (ERI): 2018-2022

The Merced County Office of Education (MCOE) shall provide the following benefit as an early retirement incentive (“ERI”) to eligible unit members in the form of an agreement encompassing the following terms and conditions, which is attached and incorporated into the negotiated Agreement as Appendix H.

1. Eligibility Requirements: All of the following requirements must be met to be eligible to receive the ERI benefit. Unit members must:
  - a. Be employed by the MCOE during the 2017-2018 school year, or initially employed by the MCOE thereafter, up to and including June 30, 2022 (i.e., employed during this finite, four year period);
  - b. Be at least sixty (60) years of age as of the effective date of retirement;
  - c. Enter into and be in retirement status with STRS or PERS upon retirement;
  - d. Have been employed by the MCOE at least fifteen (15) years in which the employee was in full time status and be a full-time employee the year immediately prior to entering into retirement under this ERI; and
  - e. Be at the highest class available on the current year applicable salary schedule as of the effective date of retirement.
2. The ERI Benefit
  - a. Eligible retired unit members (“retirees”) shall be entitled to participate in MCOE health, dental and vision plans offered to current MCOE employees, as those plans exist at the date of the retiree’s retirement or as such plans may be modified, supplemented or eliminated during the period in which the retiree receives the ERI benefit.
  - b. Retirees may participate in the foregoing plans up to a maximum of five (5) years from the date of retirement or until Medicare eligible, whichever occurs first.
  - c. Immediately prior to retirement, pursuant to a time frame established by the MCOE, retirees shall select in writing the plans and coverage in which they will participate under this ERI, by designating one or more of the medical, dental and vision plans offered by the MCOE. In addition, and subject to the carrier’s rules, regulations and policies, the following conditions shall apply:
    - i. Once the foregoing selection is made, retirees shall not be permitted to add, but may cease participating in, any plans or coverage.
    - ii. A retiree shall not be allowed to enroll or resume participation in a plan or coverage in which she/he has elected to cease participation.

- d. The MCOE will contribute and pay up to a maximum amount of \$12,400 annually per retiree toward participation in the medical, dental or vision plans offered by the MCOE.
  - e. The ERI benefit dollar amount set forth in section 2(d) above shall not increase during the four year eligibility period of this ERI (see section 1(a) above), nor during the period of any retiree's participation in the ERI.
  - f. Participation in plans offered by the MCOE may require payment by the retiree above the amount specified in section 2(d) above. The retiree shall be responsible for paying such amount in order to maintain insurance coverage under this ERI.
3. Automatic Discontinuation of ERI: This ERI shall automatically discontinue and be null and void for all unit members who sign employment contracts which commence on or after July 1, 2022.

[Revised July 31, 2018]

## ARTICLE X - SALARIES

- A. All employees who serve other than the required number of days as set forth in their job classification shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.
- B. Notwithstanding paragraph A above, employees who serve for one (1) full school semester, shall receive not less than one-half (1/2) the annual salary for their position.
- C. The payroll period shall be defined as (monthly) as specified on various attached salary schedules. Salary payments shall be made not later than the last working day of the month. Salary payments for services in addition to the employee's regular assignment shall be made not later than the subsequent pay period after the payroll period in which the service was performed.
  - 1. Unit members assigned to school sites on a traditional calendar (August through June) may select eleven (11) or twelve (12) equal salary payments beginning with the month of August. Members who select eleven (11) payments will receive a payment on the last working day of each month beginning in August with the final payment in June. Members who select twelve (12) payments will receive a payment on the last working day of each month beginning in August and ending in June with the twelfth and final payment being released on or about the first week of July.
  - 2. Unit members assigned to school sites on a traditional calendar (August through May) may be paid in ten (10) or twelve (12) equal salary payments beginning with the month of August. Members who select ten (10) payments will receive a payment on the last working day of each month beginning in August with the final payment in May. Members who select twelve (12) equal payments will receive a payment on the last working day of each month beginning in August and ending in May with the eleventh and twelfth final payments being released on or about the first week of July.
  - 3. Unit members assigned to year-round sites will be paid in twelve (12) equal salary payments on the last working day of each month beginning in July and ending in June of each year.
  - 4. Unit members shall indicate their preference for receiving salary in ten (10), eleven (11) or twelve (12) equal payments to the Human Resources Office at time of hire or upon contract renewal, but no later than July 1 of each year, by checking the appropriate block on the contract form. Unit members who fail to state their preference shall be paid the number of payments governed by their school site calendar, i.e. 10 payments for August through May; 11 payments for August through June; and 12 payments for year-round sites July through June. No changes in this method of payment shall be allowed during a fiscal year.
- D. Step Requirements - The advancement on the salary schedule shall be at the rate of one (1) step for each year of teaching experience. If a teacher is employed for at least seventy-five (75) percent of a school year, they shall be given credit for that year's experience for salary schedule

advancement purposes. Any employee on leave of absence for Peace Corps Service as a teacher, active military duty, sabbatical, or any form of paid leave of absence shall be entitled to year for year credit.

E. Placement on the Salary Schedule

1. Credit for full-time experience obtained outside the Merced County Office of Education shall be granted without limitation on a year-for-year basis, except effective November 1, 1995, only experience gained under a Special Education credential and a maximum of five years non-Special Education experience shall count for Special Education staff placement.
2. To establish an employee's salary classification and before any change in salary can become effective, an official transcript of work must be furnished. The furnishing of all such records is the responsibility of the employee.
3. In placing present staff members on the salary schedule, no member will receive a reduction in pay.

F. Additional Criteria for Determining Salary Status

1. All employees must have the required credential covering the area of employment.
2. When an employee has qualified for placement in a higher salary class, the salary for the first year in the new class shall be increased above the former salary placement to the proper class and the appropriate step according to their years of experience.
3. A complete school year for salary step increment purposes, the employee shall have worked at least seventy-five (75) percent of the required days for any school/program year as a temporary, probationary, permanent or long-term substitute employee.
4. Compensations for periods of service greater or less than the length of time specified in the schedule (184 days) shall be computed in accordance with the Education Code Section 45041. (Daily rate - To obtain the daily rate, divide the annual salary by the total number of working days.)
5. Half-time employees shall progress on the salary schedule at the rate of one (1) step for each two (2) years of half-time employment. This includes, but is not limited to, job sharing positions.

G. R.O.P. Salary Criteria

1. Yearly contractual salaries are based on an eight (8) hour daily assignment for 184 days. Assignments of less than eight (8) hours per day will be paid at the hourly rate indicated by the teacher's placement on the salary schedule.

2. a. In addition to time assigned to the actual instruction of students, community contact time and teacher preparation time will be contracted as follows:
  - 1 two-hour class.....1/2 hour preparation time
  - 2 two-hour classes.....3/4 hour preparation time
  - 3 two-hour classes.....1 hour preparation time
- b. The teacher may also be contracted for community contact time equal to 16 2/3% of the teacher's classroom time. However, in no case will it be less than 1/2 hour. Teachers will be held to an accountability process.
- c. The actual time the teacher is assigned responsibility for students shall be considered in establishing contracted teaching time, which shall not exceed eight (8) hours per contract day.
- d. Teachers of adult ROP classes may be assigned to teach eight (8) hours a day, four (4) days a week. The fifth day may include teaching, preparation time, and community contact time. It is expected that preparation time will be in the classroom and that the teacher will be accountable for community contact time. [Revised May 30, 2012]
3. Full credit shall be granted for previous teaching experience, otherwise all new employees will start at Step One (1) in appropriate class.
4. All units are semester units.
5. Quarter units may be converted to semester units on the basis of one quarter unit = 2/3 of one semester unit.
6. Teachers who intend to advance on the scale through additional college coursework must obtain advance approval of proposed coursework from the Assistant Superintendent.
7. Teachers with a clear vocational credential and more than two (2) years work experience in the vocational field being taught may substitute additional work experience for semester units as follows:
  - a. Credit will be given for no more than five (5) years, in addition to the two (2) years required for a clear vocational credential, of experience obtained within ten (10) years prior to date of hire. Credit will be given for related work experience and/or related managerial experience. Each year's credits will be limited to one kind of experience.
  - b. After hire, continued experience may be credited, provided that prior approval has been obtained from the CAE Assistant Superintendent and that the experience provides a basis for professional growth and development of the teacher.
  - c. One (1) year of experience will be defined as one (1) year of verifiable calendar experience during which the teacher worked a minimum of 1,500 hours in the vocational field for which he/she is credentialed; or the accumulation of 1,500 hours

of verifiable experience in the vocational field for which he/she is credentialed, accumulated over a period of more than one (1) calendar year.

- d. Experience must be verified by letters from former employers and/or income tax forms.
- e. For the purpose of class placement on the salary schedule, the equivalent of five (5) semester units will be granted for each year of verified, related experience.
- f. For the purpose of class placement on the salary schedule, the equivalent of ten (10) semester units may be granted for each year of verified managerial or supervisory experience in the vocational field being taught by the teacher. To be defined as managerial or supervisory experience, the experience must meet the following criteria:
  - 1. The primary duty must have been that of managing an enterprise, or department, or subdivision thereof.
  - 2. The duties must have customarily and regularly included direction of the work of two (2) or more employees.
  - 3. The position included the authority to hire, fire, and suggest changes in the status of other employees.
  - 4. The position included the authority to exercise discretionary powers.

Experience as the owner of a business may also be defined as managerial or supervisory experience, provided that the business was profitable over a period of at least two (2) consecutive years and the business employed two (2) or more non-family employees.

- 8. Attendance and participation in technical development seminars which are directly related to the teacher's specific teaching area will equal one (1) semester unit for each two (2) day seminar or conference. (One (1) day seminars will be granted 1/2 unit.) For credit to be granted, prior approval must be obtained from the CAE Assistant Superintendent and attendance or participation must be at the expense of the employee. The teacher will be responsible for verifying his/her participation in the seminar by writing a paper detailing the experience or by obtaining an authorized signature on a standardized letter of verification provided by the ROP staff.
- 9. When not otherwise available, credit equal to semester units can be earned in approved business-industry inservice training. As such business-industry training is approved, a composite list will be made for the teacher's reference. The inservice training with professional credit must be judged by the Career and Alternative Education Assistant Superintendent as being for the primary purpose of improving the competency of the teacher to teach in his/her field. In the event of a disagreement between the CAE Assistant Superintendent and the teacher with regard to the value of a proposed inservice or professional growth seminar, the CAE Assistant Superintendent will seek the advice of the advisory committee. The inservice training or professional growth should include

workshops or actual related work experience (emphasizing current and new trends and technology) in respective subject through which college credit is normally not awarded. Provided that participation and/or attendance is at the expense of the employee, one (1) unit of credit will be granted for every fifteen (15) hours of participation in the training. Teachers utilizing this process must sign an agreement with the administration (prior to the training) stating the expected outcome of the experience and must furnish agreed upon evidence of meeting this outcome before credit can be awarded.

10. All credit given for experiences other than approved college courses will be accounted for on an approved form developed for that purpose and made a part of the teacher's personnel file. Credit given, other than actual college credit, may not be transferred to any other program.

H. Requirements for moving horizontally on the salary schedule are as follows:

1. Each employee is required to file an intention of a horizontal move with the Human Resources Office by March 15 of each year preceding the move. Anyone hired after March 15 shall be treated as a new employee for horizontal salary schedule placement for the next school year. (See Appendix C)
2. Current proof of college or university courses taken each year must be furnished each year by September 15.
3. All college or university units taken for salary credit must be furnished to the Human Resources Office with an official transcript or grade card having the official seal or signature of the college or university registrar to be acceptable for salary credit.
4. Acceptable units for horizontal placement on the salary schedule shall be:
  - a. Those units required for an MA, MS, Doctorate or advanced degree or credential as specified in an approved advanced degree program of an accredited institution or a credential program approved by the Bureau of Teacher Preparation and Licensing and on file with the Human Resources Office.
  - b. Those units related to the assigned area of instruction and approved by the respective Program Assistant Superintendent and Chief Human Resources Officer in writing.
  - c. Board of Registered Nursing, Board of Speech Pathology and Audiology or American Speech and Hearing Association approved continuing education classes may be used for horizontal movement on the salary schedule by school nurses, audiologists and speech therapists. Fifteen (15) hours of approved contact time to equal one (1) unit of college credit provided that prior approval is gained and the fifteen (15) hours of contact time is not accomplished during contracted work hours.
5. Reasons for refusal will be given in writing.



- I. Bargaining unit members will receive a 184 work day contract of which 180 days will be direct instruction of students, three (3) days will be utilized at the discretion of the Primary Department Administrator, and one (1) day will be for unit member preparation for the new school year. Any employee required to work more than 184 days shall be paid at the appropriate daily rate. [Revised May 30, 2012]
- J. Salaries
1. Employees shall receive an additional payment of \$500 per year for an earned doctorate awarded by a college or university accredited by the Western Association of Schools and Colleges or a comparable agency.
  2. Employees on the C-4 Salary Schedule shall receive an additional payment of \$300 per year for an earned masters awarded by a college or university accredited by the Western Association of Schools and Colleges or a comparable agency.
  3. Beginning with the 2017-2018 school year, stipend opportunities may be proposed by College and Career program administration for extra duty assignments that will have significant effect on the quality and impact of the various programs operated by the College and Career division. The minimum stipend amount will be \$250 and the maximum stipend amount will be \$5,000. Examples of extra duty assignments include but are not limited to Career Technical Student Organizations (CTSO) advising, curriculum development, program development, and developing or providing professional development to others. Stipends are for hours worked above and beyond contracted time. The Assistant Superintendent of Educational Services is responsible for final approval of all stipend payments. (see Appendix F)
  4. C-3 and C-4 2009-2010 salary schedules shall remain the status quo effective July 1, 2010 for the 2010-2011 contract year.  
  
[Revised May 24, 2010]
  5. The Employer agrees to provide a stipend of \$1,000 per year for all teachers receiving:
    - 1) certification from the National Board for Professional Teaching Standards (NBPTS) or
    - 2) Certificate of Clinical Competence from the American Speech-Language-Hearing Association. Verification of certification shall be provided to the Employer no later than September 15 of the school year in which the stipend is provided. Employees hired after September 15 will receive a pro-rata share of the stipend.
  6. The employer agrees to provide an annual stipend of \$5000 to full-time equivalent MCOE Speech Therapists effective July 1, 2006. The stipend will be prorated according to percentage of full-time equivalent and percentage of year worked.

7. Beginning in the 2006-2007 school year, speech therapists completing their field experience under the supervision of MCOE Special Education Department staff will be required to work for MCOE for two (2) years upon completion of the specialist certificate.
8. The Employer agrees to provide an annual stipend of \$2,000 to BTSA Support Providers. The annual stipend will be paid in two (2) installments.

K. Overpayment/Underpayment:

1. The parties recognize that on occasion employees may be overpaid or underpaid wages or other compensation as a result of error or other circumstances. The parties agree that a procedure is necessary to enable the District or the Unit Member to recover overpaid/underpaid amounts while also protecting employees from undue financial hardship. Both parties have the obligation to inform the other of overpayment or underpayment.
2. In the event the District discovers an overpayment, it shall notify the employee in writing of the amount and the reason it occurred. If the employee agrees with the overpayment notice, he/she shall sign a statement authorizing the deduction and return it to the District.
  - a. If the overpayment is \$150 or less, the District may deduct the full amount from the employee's next payroll check. If the payment is greater than \$150, deductions from future paychecks shall be made at the same rate the employee was overpaid unless both parties agree this process would cause an unreasonable hardship on the employee.
  - b. If the employee disputes the overpayment or the amount, he/she may file a grievance commencing at Level III, within fifteen (15) calendar days of receipt of the notice of overpayment.
  - c. A mediation recommendation in the District's favor or the employee's failure to file a timely grievance on the issue of overpayment shall constitute full authorization for the District to make payroll deductions as provided above.
3. In the event that an underpayment is discovered by the District or the unit member, the unit member will receive the full underpayment amount no later than the next available pay period.
4. Overpayments and underpayments shall be subject to existing statutes.

L. 2021-2022 through 2023-2024 Salary Increases and Reassignment of Unit Members to Salary Schedules:

1. 2021-2022 School Year: Effective July 1, 2021 the following shall occur:
  - a. All salary schedules shall be increased by three percent (3.0%).
  - b. Unit members currently compensated according to the 184 days/7 hours per day or

200 days/7 hours per day schedules shall be compensated instead according to a 7.5 hours per day schedule and maintain the same number of days in their current work year.

- c. The parties agree that the change described in section L (1)(b) above grants approximately a seven percent (7.0%) wage increase to 104 unit members in addition to the increase described in section L (1)(a) above.
2. 2022-2023 School Year: Effective July 1, 2022, all salary schedules shall be increased by three percent (3.0%).
3. 2023-2024 School Year: Effective July 1, 2023, all salary schedules shall be increased by two percent (2.0%). [Revised May 7, 2021]

Part Two: C-4 Salary Schedules. The following provisions apply only to C-4 bargaining unit salary schedules and not to C-3 bargaining unit salary schedules.

- I. 2018-2019 School Year Effective July 1, 2018, the following shall occur:
  1. Salary Schedule C-4 ROP Instructors (184 days/8 hours per day) shall reflect the following structure:
    - a. Class I of the 2017-2018 schedule shall be eliminated.
    - b. Class II of the 2017-2018 schedule shall be renumbered and become the new Class I of the schedule.
    - c. The salary amount in new Class I, step 1 shall be \$46,309 , which is an increase of 3% over the amount in old Class II, step 1.
    - d. Classes III, IV, and V of the 2017-2018 salary schedule shall be renumbered and become new Classes II, III, and IV respectively.
    - e. The new Class IV shall contain 11 Steps; steps 15, 18, 21 and 24 from the old Class V shall be eliminated.
    - f. A new Class V shall be added to the schedule, containing steps 1 through 11 and steps 15 and 18.
    - g. Unit members currently on old Class V, steps 21 and 24 shall be placed on step 18 of the new Class V.
    - h. Beginning with new Class I step 1 per Part Two, section I (1)(c) above, there shall be a 3% increase between steps, and a 5% increase across Classes such that the salary at new Class V, step 18 is \$80,239.
  2. All other C-4 bargaining unit salary schedules shall be restructured according to the provisions set forth in Part Two section 1 above subject to the following:

- a. Annual salaries shall be adjusted proportionately on a per diem basis, based on the restructured schedule in Part Two section 1 above, to reflect any schedules with work years greater than 184 days.
3. The foregoing restructuring of C-4 salary schedules is equivalent to approximately a 6.3% total compensation increase for the MCOTA bargaining unit members on C-4 salary schedules.
4. C-4 Salary schedules reflecting the foregoing provisions are available online. These schedules shall prevail over any conflicting language in this tentative agreement.

## II. 2019-2020 School Year

1. The 2018-2019 C-4 salary schedules shall continue unchanged for and during the 2019-2020 school year. The cost of the bargaining unit in 2019-2020 will increase due to the ongoing impact of the 2018-2019 salary schedule restructuring.
2. C-4 Salary schedules reflecting the foregoing provisions are available online. These schedules shall prevail over any conflicting language in this tentative agreement.

## III. 2020-2021 School Year

1. The 2019-2020 C-4 salary schedules shall continue unchanged for and during the 2020-2021 school year. The cost of the bargaining unit in 2020-2021 will increase due to the ongoing impact of the 2018-2019 salary schedule restructuring.
2. C-4 Salary schedules reflecting the foregoing provisions are available online. These schedules shall prevail over any conflicting language in this tentative agreement.

[Revised July 31, 2018]

## **ARTICLE XI - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- A. Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Employer an assignment authorizing deductions of unified membership dues, initiation fees and general assessments in the Association. A copy of the authorization will be submitted to the Association. Such authorization shall continue in effect from year-to-year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall have the entire dues amount appropriately prorated to complete payments by the end of the employee's contract.
- B. Upon receipt of the signed payroll deduction authorization, the payroll department will deduct the proper amounts and remit such moneys to the Association.
- C. The Association agrees to furnish any information needed by the Employer to fulfill the provisions of this Article.
- D. Upon appropriate written authorization from the teacher, the Employer shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs approved by the Employer.
- E. An employee who revokes his/her authorization for the payroll deduction of member dues shall transmit such dues to the Association in conformity with the following payment schedule:
  - 1. November 1 -- one-half (1/2) of the dues, and
  - 2. May 1 -- one-half (1/2) of the dues
- F. The Employer will give written notification to the Association two (2) times per year (August and January) listing all unit members' work sites and number of hours worked per day.

## ARTICLE XII - WORKING HOURS

- A. The work day for C-3/7.5 hour employees includes a thirty (30) minute paid working lunch. Preparation time, as described in XII H., shall be the highest priority for the utilization of the working lunch.
- B. The work day for all other bargaining unit members shall include a duty-free non-paid lunch period of thirty (30) minutes. A bargaining unit member and supervisor may mutually agree in writing to increase the duty-free non-paid lunch period, thereby extending the work day.
- C. Site hours shall be scheduled by the supervisor.
- D. All bargaining unit members shall be released thirty (30) minutes early on Fridays and the last work day before a holiday providing this early release does not conflict with student instruction.
- E. Effective March 2, 2005 the work day for Speech Therapists will be increased from seven (7) hours to seven and one-half (7.5) hours per day.
- F. The work day for unit employees on the C-4 salary schedule shall be the number of hours per day or week as determined by the individual employee's contract, which includes an accountability agreement for community contact work.
- G. The work day for unit employees assigned to sites following non-traditional calendars will correspond to the work day of the assigned site with appropriate adjustment to number of days worked whenever possible. When this is not possible, the traditional day described above will apply.
- H. Preparation Time - All bargaining unit members shall receive the equivalent of 45 minutes per day for preparation time for lesson plans, tests, grades, report writing, and to perform other professional duties. Preparation and report writing must occur at designated work sites or other work location.
- I. Unit members shall be allowed conference time for professional growth without loss of compensation within the limits of the budget and with the approval of the Assistant Superintendent.

Responsibility for expenses including registration, travel, meals and accommodations shall be borne by the employee, unless directed to attend by a supervisor.
- J. The Employer shall continue to provide in-service time to employees in various programs at the present levels within limitations of time and budgets.
- K. Unit employees may also be required to serve at additional reasonable time for parent conferences, staff meetings, Open House, or Back-to-School functions, in-service, or other adjunct duties beyond the regular workday without further compensation.

- L. The Migrant Education Resource Teachers will serve at nine (9) monthly PAC meetings and may adjust the work day or days other than PAC meeting days to allow for exact travel time to and from the meetings and two (2) hours for PAC meetings. This time can be accumulated and used by taking partial or full days off as requested by employee and approved by supervisor. This time cannot be accumulated from year to year.
- M. Non-Student Contact Time - During the program year each bargaining unit member will be allowed up to eight (8) hours of time that may be taken at times other than time scheduled for student contact upon approval of the immediate supervisor. It is understood that this time will be taken for personal necessity like needs. The time will be tracked within the department. This time cannot be accumulated from year to year.
- N. Every reasonable effort shall be made to provide a substitute for unit members when they are absent. When no substitute is available, the immediate supervisor shall designate an employee to be available if an emergency occurs, to provide direction and assistance to the staff responsible for supervising the classroom. No employee shall be accountable for this duty until so notified. Such notification shall occur at the start of the unit member's day or immediately upon the supervisor's knowledge of the need for such supervision. Under no circumstances shall any bargaining unit member be required to assist more than one (1) class.
- O. Unit members who participate in camp programs shall receive their regular daily per diem pay for each day worked including holidays and weekends. Any unit member who is responsible for students and stays overnight with the students will be paid one hundred dollars (\$ 100.00) for each night away from home.
- P. Whenever possible and in accordance with fiscal constraints, school calendars/schedules, and transportation issues, a minimum day will be scheduled every Wednesday for the purpose of inservice, teacher preparation and conference time for Special Day Class teachers. If a weekly minimum day is not possible, a minimum day will be scheduled on the last Wednesday of the months of September, October, February and March for the purposes of inservice, teacher preparation and conference time for Special Day Class teachers. The parties agree to reopen negotiations on Article XII, item Q, within thirty (30) days of effective date of the passage of new state law(s) that increase the number of fully-funded legal minimum days for Special Education programs. When a minimum day is scheduled weekly, two (2) of the days will be allocated for staff meetings or inservices and at least one (1) day will be designated for preparation each month. Unit members will be provided a schedule of the year's staff meetings by September 1<sup>st</sup>. Unit members will be provided a schedule of inservices at the beginning of each month.
- Q. Unless designated on the salary schedule, bargaining unit members will receive a 184 work day contract of which 180 days will be direct instruction of students, three (3) days will be utilized at the discretion of the Primary Department Administrator, and one (1) day will be for unit member preparation for the new school year.
- R. The employer will submit proposed school calendars to the Association for input and recommendation at least thirty (30) days before calendar is finalized.

- S. Unit members who agree to work and extended year shall be paid at their per diem rate.
- T. The work day for unit employees shall include a ten (10)-minute morning break scheduled at a time approved by the supervisor.
- U. Infant Care work year and calendar: Beginning 2006-07 teachers and specialists assigned to the Infant Care Program and carrying a special day class infant caseload or working on an intake team, will be required to work a year round calendar with 200 days. The Infant Care Program Coordinator will develop a year round calendar with two (2) tracks of 184 days. Each employee, with approval of the Program Coordinator and considerations for the issues listed below, will identify sixteen (16) additional work days.
  - 1. The need to provide services to children and families for forty (40) weeks.
  - 2. The coordination of schedules with other staff, especially bilingual aides.
  - 3. The needs of the program as a whole.
  - 4. A break no longer than four (4) weeks.

[Inadvertently omitted on March 14, 2014. Added January 12, 2015]



### **ARTICLE XIII - SAVINGS**

- A. If any provisions of this Agreement or any application thereof to any employee is invalidated by new legislation or held by the highest court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- B. Termination of Year Round School. If MCOE or a district adopts and implements a YRE program and then later decides to eliminate part or all of such program, it shall give reasonable prior notice to the Association so that MCOE and the Association can explore possible solutions to the problems that some unit members may have with the change in the schedule or paychecks.
- C. All elements of the Master Agreement not specifically altered, changed, restated or enumerated herein for purposes of YRE shall remain in full force and effect for all unit members.

#### **ARTICLE XIV - ENTIRE AGREEMENT**

- A. The Association and Employer agree that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment, and that during the term of the Agreement neither the Employer nor the Association shall be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in the Duration clause of this Agreement.
- B. The above provision is not intended to relieve the County of the obligation to bargain with the Association prior to changing any existing rules, regulations, or practices which are within the scope of representation.

## **ARTICLE XV - DURATION**

1. The Association and Employer agree that this Agreement shall remain in force, following ratification by unit membership, through June 30, 2024, and the Agreement will continue in full force and effect beyond June 30, 2024, until such time as a new or modified Agreement is ratified by the Association and Employer.
2. This Agreement completely settles negotiations for the 2021-2022 through 2023-2024 school years on all matters within the scope of bargaining. Therefore, there shall be no reopener negotiations during the term of this Agreement.
3. Upon request by either party, representative committees of the parties may meet throughout the term of this Agreement to make non-substantive, clean-up changes to the Agreement to reflect current programs. If there is any disagreement as to whether a proposed change is non-substantive, it shall not be made. [Revised May 7, 2021]

## **ARTICLE XVI - JOB SHARING**

Two employees may share a single job, subject to approval by their supervisor based on programmatic needs. The following conditions shall apply:

- A. Approval for job sharing may be granted for no more than one year at a time. Plans for shared positions must be renewed annually.
- B. Job sharing plans must be presented to the site administrator by March 1, of the school year preceding the year in which the job sharing is proposed to be accomplished for either initial approval or renewal. Applicants will be notified within thirty (30) days as to the decision of the supervisor.
- C. Notwithstanding any other provisions of this agreement, a job sharing plan will divide one job, each salary and one fringe benefit package between two certificated employees. The plan need not be an equal division, but may be any proration acceptable to the employees and the administration.
- D. A temporary teacher shall be hired to fill the position left temporarily vacant by a job-sharing plan.
- E. A job sharing plan may not be renewed unless both employees and the administration agree to the renewal. A decision of one of the employees or the administration not to renew the job share shall be final.

## **ARTICLE XVII - ORGANIZATIONAL SECURITY**

- A. All employees of the bargaining unit hired after July 1, 1983, shall become members of MCOTA or pay a representation fee equal to MCOTA membership dues as a condition of employment. The representation fee shall be appropriately prorated in the same manner as the membership dues based on a full-time contract. Employees hired before July 1, 1983, who are members of MCOTA on July 1, 1983, or who voluntarily join MCOTA shall maintain their membership as a condition of employment.
- B. Employees hired before July 1, 1983, shall neither be required to join MCOTA nor to pay a representation fee or any other fee. This article shall become null and void in the event of an attempt by MCOTA or any agent acting on its behalf to enforce by legal action the provisions of this article against an employee hired before July 1, 1983.
- C. The employer shall collect, and pay to the exclusive representative, the dues and representation fees required by this agreement in accordance with the provisions of Education Code Section 45061.
- D. Employees who are members of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations may, in lieu of either joining MCOTA or paying a representation fee, pay an amount equal to such fee to any one of the following charitable organizations:
  - 1. United Way
  - 2. American Cancer Society
  - 3. American Heart Association
  - 4. Special Olympics

Proof of such payment shall be required annually as a condition of employment. Employees who assert the above described religious objections and who fail or refuse to make the required contribution to charity shall be deemed to have waived their religious objection and shall be subject to payroll deduction of fees in the same manner as an employee who elects not to join MCOTA. Such employees shall also be liable for payment through payroll deduction of a representation fee for the period during which a religious objection is erroneously claimed.

## **ARTICLE XVIII - MILEAGE REIMBURSEMENT**

- A. No later than the first day of employment of each school year, the Employer will designate home base for each bargaining unit member who is required to report to more than one worksite during the day. The round-trip distance from bargaining unit members' home to home base shall be considered commute miles and not reimbursable. A bargaining unit member may claim the daily mileage driven in excess to their daily round-trip commute miles. [Revised May 30, 2012]
- B. The employer reserves the right to discontinue paying mileage to a bargaining unit member and in lieu thereof provide a county office automobile upon thirty (30) days notice.
- C. The employer reserves the right to withdraw the use of a county office automobile and pay mileage upon thirty (30) days notice.
- D. A bargaining unit member may request the employer to provide a county office automobile. The employer will determine the feasibility of the request within thirty (30) days of receipt of the request.
- E. The employer will reimburse a bargaining unit member who is required to use his/her automobile in the performance of his/her duties at the IRS standard mileage rate.
- F. The employer will provide a mileage stipend to unit members who use their personal vehicle to conduct district business according to the following:
  - 1. Members who use their personal vehicle to conduct district business 450 miles to 899 miles per month will receive a \$25 monthly stipend.
  - 2. Members who use their personal vehicle to conduct district business 900 miles or more per month will receive a \$50 monthly stipend.
  - 3. In lieu of a stipend, a county vehicle will be offered to a unit member driving more than 700 miles, if one is available.
  - 4. In all cases, an employee may decline a county vehicle if offered, and continue to drive their personal vehicle. In doing so, the employee forfeits the stipend, but would continue to be reimbursed for mileage.
  - 5. Unit members will receive the complete mileage stipend at the end of the unit member's contract year.

## **ARTICLE XIX - PEER ASSISTANCE AND REVIEW PROGRAM**

### **A. Purpose:**

The Merced County Superintendent of Schools (“Employer”) and Merced County Office Teachers’ Association (“MCOTA”) hereby establish a Peer Assistance and Review Program (“Program”), sometimes referred to as “PAR”, to provide professional assistance primarily to veteran teachers of the Employer.

### **B. Definitions:**

1. Teachers – all bargaining unit members.
2. Veteran Teachers – unit members not classified as Beginning Teachers (B.5.c.).
3. Joint Panel – The Panel is the governing body of the PAR Program.
4. Consulting Teachers - Consulting Teachers who hold a clear credential and are bargaining unit members with three (3) consecutive years of recent teaching experience at MCOE in a position requiring certification qualifications who provide assistance to Participating Teachers.
5. Participating Teachers - Participating Teachers are bargaining unit members who receive assistance and coaching to improve instructional skills, classroom management and knowledge of subject, and they will be served in the following order:
  - a. Referred Participating Teachers (referred herein as “RP Teachers”) – Veteran teachers referred due to receiving an unsatisfactory evaluation summary.
  - b. Voluntary Participating Teachers (referred herein as “VP Teachers”) – Teachers with veteran status who volunteer to participate in the PAR Program.
  - c. Beginning Participating Teachers (referred herein as “BP Teachers”) – Fully credentialed 1<sup>st</sup> or 2<sup>nd</sup> year teachers, pre-intern and intern teachers, teachers with emergency credentials and/or waivers, experienced teachers with less than two years teaching experience at MCOE.

### **C. Joint Panel:**

1. The Program will be administered by a Panel, which shall consist of seven (7) members, three (3) of whom will be selected by the Employer and four (4) of whom shall be bargaining unit members appointed by MCOTA executive board. The Panel will be chaired by a Teacher Representative. The Panel Chair will be appointed by the Panel as agreed upon by the Panel members annually by a majority vote.
2. The term of service for bargaining unit Panel members shall be two-year terms. The Employer shall identify Employer panel members annually.

3. The Panel will make all decisions by a vote of the majority of at least five (5) members of the Panel. Three (3) of the majority votes must be teacher votes.
4. The Employer shall designate a secretary to provide secretarial and clerical support to the Panel.
5. The Panel shall meet during assigned contract hours at times and places, as they shall determine. In no event shall the Panel meet less than four (4) times in a given school year.
6. Bargaining unit members of the Panel shall receive release time from their assignments to perform their panel duties without loss of compensation or benefits.
7. Panel bargaining unit members shall be paid a stipend of \$1,000.00 at the end of the school year for service. Any panel member who misses the equivalent of two meetings will not receive this stipend. Exceptions may be made at the discretion of the panel. All PAR expenditures shall be paid with PAR funds.
8. The Panel's primary responsibilities will be:
  - a. Providing opportunities to attend annual training for the Panel members.
  - b. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
  - c. Selecting the Consulting Teachers.
  - d. Selecting trainers and/or training providers.
  - e. Sending written notification of participation in the PAR Program to the Referred Participating Teacher(s) (Form PAR-1), the Consulting Teachers(s) and the referring administrative evaluator.
  - f. Making available on the PAR website the adopted rules and procedures (PAR-2). Upon request, a written copy will be provided to bargaining unit members and administrators.
  - g. Establishing a procedure for application as a Consulting Teacher (PAR-3 & 3a).
  - h. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
  - i. Reviewing the final report (PAR-4) prepared by the Consulting Teacher and making recommendations to the Superintendent regarding the Referred Participating Teacher.
  - j. Evaluating annually the impact of the PAR Program in order to improve the Program, and forwarding a copy of the report to the Superintendent. Any changes will be negotiated and not considered to be an opener for the contract negotiations.



- k. Planning additional staff development and training (PAR-5).
- l. Establishing and implementing the PAR budget.
  1. The Panel shall use the following procedure for establishing the annual Program plan and budget:
    - a. The Panel will establish a Program and budget for the succeeding year, which will include:
      - i. The estimated state revenues for the Program.
      - ii. The estimated expenditures involving:
        - projected number of Participating Teachers;
        - projected number of Consulting Teachers needed to service the projected need;
        - release time for the Panel and Consulting Teachers;
        - pay for Panel members and Consulting Teachers that is consistent with the pay parameters established by the negotiating parties;
        - projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.
    - b. The proposed program plan/budget will be submitted to the MCOTA President and the Employer for approval. If the plan/budget is not approved by both parties, it may be returned to the Panel for modification. If the plan does not modify it, or if neither party approves the modification, the proposed plan/budget stands.

D. Consulting Teachers:

1. Selection
  - a. The PAR Panel shall select Consulting Teachers who will assist participants in the Peer Assistance Program. Functions performed by Consulting Teachers shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
  - b. Consulting Teachers shall have the following minimum qualifications:
    1. A teacher with three (3) consecutive years of recent teaching experience with MCOE.
    2. Demonstrated exemplary teaching ability, as indicated by, among other

things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

3. Knowledge of and commitment to MCOE curricular goals and standards.
4. Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or MCOE committees.

## 2. Application Process

- a. MCOE teachers may apply for a consulting teaching position by way of application on a form adopted by the Panel (PAR-3). Notice of an opening based upon the need for additional or replacement Consulting Teachers shall be mailed to the home address of eligible MCOE teachers no later than three weeks prior to application deadline.
- b. Candidates must also submit two (2) letters of recommendation (PAR-3a) from individuals with specific knowledge of the candidates' area(s) of expertise. Based on a review of the application and letters, the Panel will select candidates for an interview. Part of the interview process shall include the observation of each candidate (PAR-3b) at least once by at least two Panel members, one of whom shall be a MCOTA Panel member and the other an Employer Panel member.

## 3. Compensation and Term

- a. The Panel will determine the hours of the Consulting Teachers after it has determined how many teachers will be participating in the Program. The term for consulting teachers shall be from one to three years. All PAR expenditures shall be paid with PAR funds. Consulting Teachers shall:
  1. Be provided sufficient release time to complete their duties.
  2. Receive pro rata hourly pay for all work beyond the regular work day and/or work year.
  3. Be reimbursed for all travel expenses.
  4. Have a budget of \$25.00 to purchase supplies and materials for each Self-Referred Teacher and \$100.00 for each Referred Teacher. Additional monies may be granted at the discretion of the panel.
  5. Be paid a stipend of \$1,000 per year at the end of the school year, with an additional \$500.00 per Referred Participating Teacher.

6. Any Consulting Teacher who misses the equivalent of two panel meetings will not be eligible to receive the stipend. Exceptions may be made at the discretion of the panel.
7. A Consulting Teacher hired after December 1 will be paid a prorated stipend.

#### 4. Duties

- a. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities which in their professional judgment will assist the PT. This assistance may include, but not be limited to, the following activities:
  1. Providing consultative assistance to improve in the specific areas targeted by the evaluator.
  2. If assigned a Referred Participating Teacher, the Consulting Teacher will arrange and attend an initial meeting with the evaluator of the Referred Teacher and the Referred Teacher.
  3. Conducting multiple observations of Participating Teachers during the classroom instruction and providing specific feedback after each visit.
  4. Allowing Participating Teachers to observe the Consulting Teacher or other selected teachers.
  5. Attending specific training in specified teaching techniques or in designated subject matter.
  6. Maintaining a written log of dates, times, and topics of all meetings with Participating Teachers (PAR-6).
- b. Consulting Teachers shall have the responsibility for no more than three (3) Participating Teachers concurrently or one (1) Referred Participating Teacher.
- c. Consulting Teachers shall provide no less than 20 hours of direct assistance to each Referred Participating Teacher.

#### 5. Other Duties (Optional)

- a. A Consulting Teacher may also have other duties in addition to assisting PAR participants. This additional assistance shall be at the direction of the Panel. These duties may include:
  1. Providing assistance to the Beginning Teacher Support and Assessment System (“BTSA”) Induction Program.

2. Providing assistance to the California Pre-Internship Program.
3. Providing assistance, at the direction of the Panel, to the MCOE Internship Program.
4. Providing assistance, at the direction of the Panel, to professional development activities or to any program that supports the training and development of teachers.

E. Participating Teachers:

1. Referred Participating Teachers

- a. After referral to the Program, the Panel chair will present a list of recommended CTs to the Referred Teacher so that he/she may choose a CT from this list.
- b. The Consulting Teacher will then arrange a meeting, to be attended by the Consulting Teacher, the evaluator of the RP Teacher, and the RP Teacher.
  1. The RP Teacher's referral to PAR will be discussed (PAR-1).
- c. The Consulting Teacher shall meet with the RP Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals consistent with Ed Code 44662, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- d. The Consulting Teacher shall personally present a log to the Panel in regular intervals of not less than thirty (30) school days (PAR-6).
- e. It is anticipated that a RP Teacher will stay in the PAR Program no more than twelve (12) months. However, RP Teachers may, under special circumstances, remain in the program for a total of eighteen (18) months, upon a majority vote of the Panel (PAR-7 & 7a).
- f. The Consulting Teacher shall continue to provide assistance to the RP Teacher until all the objectives of the assistance plan have been addressed or the Panel determines that further assistance will not be productive.
- g. The Consulting Teacher's final report will be non-evaluative in nature (PAR-4 & 4a). It will be a record of dates, times met and topics discussed by the Consulting Teacher and the Referred Participating Teacher.
- h. A copy of the Consulting Teacher's final report shall be submitted to and discussed with the RP Teacher to receive his/her input and signature before it is submitted to the Panel.
- i. The RP Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.

- j. The RP Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The RP Teacher shall also have the right to request a meeting with the Panel and to be represented at this meeting by an Association representative of his/her choice.
  - k. When a Panel member becomes a RP Teacher, he/she will be ineligible to serve as a Panel member for a period of two (2) years following successful completion of assistance program. The Panel member will be required to vacate their panel position immediately. When a RP Teacher's evaluator is on the Panel, the evaluator will be ineligible to serve as a Panel member until the RP Teacher has completed the assistance program.
2. Voluntary Participating Teachers
- a. Based upon available funds, the Panel may accept Voluntary Participating Teachers into receiving Consulting Teacher support (PAR-8).
  - b. All communication between the Consulting Teacher, VP Teacher, and the Panel shall be confidential, and only with the written consent of the VP Teacher, may be shared with others, including the evaluator or the Panel.
  - c. The VP Teacher may terminate his/her participation in the PAR Program at any time.
  - d. Panel members and Consulting Teachers shall not be Volunteer Participating Teachers.
3. Beginning Participating Teachers
- a. The purpose of participation in the assistance component of the PAR Program is to support BP Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members, this may be the Beginning Teacher Support and Assessment (BTSA) Induction Program.
  - b. It is understood that the purpose of such participation is to provide peer assistance and that the Consulting Teachers/Support Provider (BTSA) shall play no role in the evaluation of the teaching performance of a BP Teacher. The evaluation of the BP Teacher is the sole responsibility of the MCOE evaluator.
  - c. BP Teachers shall be served on a priority basis determined by MCOE needs. Funds received through the BTSA Induction Program must be used to support fully credentialed first and second year teachers only. Funds received through the PAR Program may be used to support all beginning teachers.

F. Other Provisions:

1. Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees, pursuant to Division 8.6 (commencing with Section 810) of Title 1 of the California Government Code.
2. The PAR Panel shall address any complaints or issues raised by any PAR Program participant prior to any other steps of recourse.
3. The Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct, including attitude and attendance issues.
4. Functions performed by bargaining unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1 (g) and (m).
5. Expenditures for the Program shall not exceed funds made available through the Peer Assistance and Review Program.
6. Any provision of the Program may be revised through negotiations by the mutual consent of the Employer and the MCOTA.
7. Records:
  - a. All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
  - b. All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.
  - c. Minutes and/or records generated through the operation of the Panel will be maintained in a confidential manner as determined by the Panel.

A Participating Teacher has the right to be represented throughout his or her participation in the Program by the MCOTA representative of his/her choice.

## **ARTICLE XX - ASSOCIATION RIGHTS**

A. Mail Facilities:

The Association shall have the right to use the Employer's facility mail and e-mail services and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer as long as no laws are being violated pertaining to the US Department of Mail.

B. Bulletin Boards:

The Association shall have the right to post notices of activities and matters of Association concern on existing bulletin boards, at least one of which shall be provided by MCOTA in each county facility in areas frequented by unit members.

C. Use of Buildings:

The Association shall have the right to use county facilities during all reasonable hours for meetings and other Association activities. The Association shall follow the same administrative procedures as other groups.

D. Access to Work Site:

The Association shall have the right to transact official Association business on county property and utilize employer's facilities at all reasonable times, provided that such activities or use do not interfere with classroom instruction and take place before class begins, after students are dismissed or during the lunch break.

E. Meetings:

The Association shall have the right to announce its meetings during regular MCOE staff meetings.

F. The Association shall have up to seventy (70) hours per year of release time for Association trainings, conferences, attendance at Merced County Board of Education Meetings, and other business. Release time will be used as follows: Seventy-five (75%) to be used by members who hold a position in the Association (ex. Elected officers, positions appointed by the Association President, Negotiation Team members as approved by Association Council, and members belonging to committees as approved by the Association Council. The remainder of release time, twenty-five percent (25%) will be used by general association membership. The seventy (70) hours will not include meetings required by EERA (ex. negotiations) or required by this contract (ex. Insurance Committee, Class-Size Committee). Request for release time will be submitted by the Association to the Employer at least 3 days prior to the planned absence.

G. Access to New Unit Member Orientations:

The MCOTA President or designee and HR will collaborate to provide access to new unit member orientations for unit members as they are employed.

H. New Bargaining Unit Member Information:

Bargaining Unit Information: MCOE shall provide MCOTA with a list of names and contact information for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire and a list of all unit member names and contact information on the last working day of September, January, and May. The information will be provided to MCOTA electronically and shall also include:

- Name
- Date of Birth
- Home Address
- Phone numbers (2; work and one other if provided by employee)
- Personnel email address is provided to MCOE at time of hire by unit member
- Date of Hire
- Seniority Date (if different from date of hire)
- Work Site
- Job title
- Employment Status (Probationary, Permanent)
- Employee ID number

[Revised July 31, 2018]



## **ARTICLE XXI - PROGRESSIVE DISCIPLINE**

- A. Discipline shall be for just cause only. Just cause shall include, but is not limited to, the charges enumerated in Education Code Section 44932 in effect at the time the disciplinary action is initiated. (Education Code Section 44932 in effect June, 1998, in Appendix G.)
- B. Progressive discipline shall be used.
- C. Before discipline is imposed, the unit member shall be given a written statement of charges indicating the facts and causes alleged, the disciplinary action proposed and notice of the right to appeal such discipline by filing a grievance at Level Three of the grievance procedure article of the contract.
- D. Discipline under this article is limited to suspensions of ten (10) days or less without pay.

## **ARTICLE XXII - SAFETY**

- A. Employer and MCOTA agree to comply with all health and safety requirements imposed by state or federal law or regulations adopted under state and federal laws.
- B. Unit members who perceive a threat to their health and safety regarding a home visit or other off-site visit shall request from their supervisor that another staff member accompany them on the visit. At no time will a unit member be required to make a visitation that she/he determines to be unsafe.
- C. Unit members shall suffer no reprisals for reporting unsafe or dangerous conditions. The supervisor shall promptly notify the unit member of steps to be taken to remedy the reported unsafe or dangerous condition.
- D. Employer will take steps necessary to ensure that access to worksites is controlled. Outsiders will be expected to follow the visitation policies required at the worksite. Unit members shall promptly report unauthorized visitors to their supervisor who shall take immediate and appropriate action.
- E. Each department will establish, with input from unit members, criteria for providing cell phones to those unit members who have a need for a phone.

## APPENDIX A

### **VOLUNTARY RECOGNITION AGREEMENT**

October 20, 1976

Whereas Section 3540, et seq. of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act) provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and

Whereas the Merced County Office Teachers Association, affiliated with the CTA/NEA, has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the rules and regulations of the Educational Employment Relations Board; and

Whereas the Merced County Office Teachers Association has agreed not to seek a clarification or amendment of the representation unit as set forth below;

The Merced County Superintendent of Schools hereby grants exclusive recognition to the Merced County Office Teachers Association for the employees in the representation unit which is comprised of the following positions: Speech Therapy, Learning Handicapped, Deaf and Hard of Hearing, Severely Handicapped, Visually Impaired, Severely Emotionally Disturbed, Orthopedically Handicapped, Adapted Physical Education and Severe Disorders of Language, Migrant Education, Regional Occupation Program, Permit Teachers, and Nurses, and excluding all other positions not specifically enumerated above which includes, but is not limited to: Superintendent; Assistant Superintendents; Directors of all Programs and Projects; Coordinators of all Programs and Projects; Assistant Project Developers; Assistant Coordinators; Consultants; Psychologists; Summer School Teachers and Substitutes and all other Management, Confidential and Supervisory certificated positions.

Signatures of Agreement:

## APPENDIX B

### Merced County Office of Education Request and Approval for Employee Transfers

(You may use attachments for explanations)

Per CSEA & MCOTA Contracts, transfer requests become effective no sooner than thirty (30) days from date of request.

1. Transfer requested by: _____	Date: _____
2. From: _____	
Employee's current position	Employee's Department/Program
Class/Range	
3. To: _____	
Desired Position	Desired Department/Program
Class/Range	
4. Desired effective date of transfer: _____	
5. Explanation for requested transfer: _____	
Employee's Signature: _____	
Date: _____	

6. _____ I Approve this transfer	_____ I Do Not Approve this transfer
Explanation: _____	
Current Supervisor's Signature: _____	
Date: _____	

7. _____ I Approve this transfer	_____ I Do Not Approve this transfer
Explanation: _____	
Current Assistant Superintendent's Signature: _____	
Date: _____	

8. _____ I Approve this transfer	_____ I Do Not Approve this transfer
Explanation: _____	
New Supervisor's Signature: _____	
Date: _____	

9. _____ I Approve this transfer	_____ I Do Not Approve this transfer
Explanation: _____	
New Assistant Superintendent's Signature: _____	
Date: _____	

10. _____ I Approve this transfer	_____ I Do Not Approve this transfer
Explanation: _____	
Human Resources Administrator Signature: _____	
Date: _____	

WHITE: Human Resources    YELLOW: Current Supervisor    PINK: New Supervisor    GOLDENROD: Employee

MCOE P-221  
Rev. 12/09

## APPENDIX C

### Course Approval Form

I, \_\_\_\_\_, request approval of the following course work for the purpose of salary placement:

Name of Course	Name of College	Units
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

The completion of the above course work will give me a total of \_\_\_\_\_ semester units above my \_\_\_\_\_ degree.

This form serves as my notice of intent to move on the salary schedule. I understand that I am required to submit this notice of intent and official transcripts or grade cards with the appropriate signatures in a timely manner per the MCOTA contract, Article X, Section H.

Is this course work required for an advanced degree or credential? \_\_\_\_\_ Yes \_\_\_\_\_ No If no, specify the direct relationship of the course work to your assignment.

\_\_\_\_\_

\_\_\_\_\_

**Course descriptions or college bulletins must be submitted for each course requested.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

..... Please do not write below this line .....

#### Courses Approved:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

#### Courses Not Approved:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Signatures:

Director \_\_\_\_\_ Date \_\_\_\_\_

Human Resources \_\_\_\_\_ Date \_\_\_\_\_

Note: This course approval form is valid for the current school year only. If courses are not completed during the current school year, a new form must be submitted for future years. Course approval requests will be decided as per Article X, Section H, Subsection 4 of the MCOTA contract. You will receive a response to your request within ten days from receipt of this form.

WHITE: Human Resources

YELLOW: Director

PINK: Employee

MCOE P-22  
Rev. 11/95

# APPENDIX D

Merced County  
Office of Education  
632 W. 13<sup>th</sup> Street  
Merced, CA 95341

## Certificated/Classified Grievance Report *equal employment opportunity*



Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_ Personnel Office  
Position: \_\_\_\_\_ Work Location: \_\_\_\_\_ Grievance No: \_\_\_\_\_

### LEVEL 1. (Note: If report cannot be completed in space provided, attach additional sheet)

- A. 1. Date Cause of Grievance Occurred: \_\_\_\_\_ Within Time Limits? \_\_\_\_\_ Yes \_\_\_\_\_ No  
B. 1. Alleged Violation of: Article: \_\_\_\_\_ Section: \_\_\_\_\_ Line(s) \_\_\_\_\_  
2. Statement of Grievance: \_\_\_\_\_  
3. Remedy Sought: \_\_\_\_\_

Signature of Claimant \_\_\_\_\_ Date \_\_\_\_\_

- C. 1. Facts Investigated: \_\_\_\_\_  
2. Disposition by Supervisor: \_\_\_\_\_

Signature of Claimant \_\_\_\_\_ Date \_\_\_\_\_

- D. 1. Position of Grievant and/or Association: \_\_\_\_\_

Signature of Grievant and/or Association \_\_\_\_\_ Date \_\_\_\_\_

### LEVEL 2.

- A. 1. Date Received by Asst. Superintendent: \_\_\_\_\_ Within Time Limits? \_\_\_\_\_ Yes \_\_\_\_\_ No  
B. 1. Facts Investigated: \_\_\_\_\_  
2. Disposition by Asst. Superintendent: \_\_\_\_\_

Signature of Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_

- C. 1. Position of Grievant and/or Association: \_\_\_\_\_

Signature of Grievant and/or Association \_\_\_\_\_ Date \_\_\_\_\_

### LEVEL 3.

- A. 1. Date Received by Superintendent: \_\_\_\_\_ Within Time Limits? \_\_\_\_\_ Yes \_\_\_\_\_ No  
B. 1. Facts Investigated: \_\_\_\_\_  
2. Disposition by Superintendent: \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

- C. 1. Position of Grievant and/or Association: \_\_\_\_\_

Signature of Grievant and/or Association \_\_\_\_\_ Date \_\_\_\_\_

### LEVEL 4. (Certificated Employees Only)

- A. 1. Date Submitted to Arbitration: \_\_\_\_\_ Within Time Limits? \_\_\_\_\_ Yes \_\_\_\_\_ No  
B. \_\_\_\_\_

Signature of Association \_\_\_\_\_ Date \_\_\_\_\_

Original: Supervisor  
Copy: Unit Employee  
Copy: Association

Rev. 3/11  
Stock No. 23339

Signature of Superintendent/Designee \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX E

# Recommendations for Employee Improvement



NAME \_\_\_\_\_ POSITION \_\_\_\_\_ DATE \_\_\_\_\_

(Using "A Guide to Necessary Documentation for Employee Evaluations", the following example illustrates the five elements necessary for documentation:)

**FIRST ELEMENT:** A statement of minimum expected performance standards for the position by all employees.

**SECOND ELEMENT:** A statement of how the employee didn't meet the standards.

**THIRD ELEMENT:** A statement as to how the employee may improve.

\*to be used as required by Article VIII, Sec. D4 of MCOTA contract.

Stock No. 23338  
Rev. 10/12  
Page 1 of 2

## APPENDIX E

### Recommendations for Employee Improvement

**FOURTH ELEMENT:** A plan indicating how the supervisor and management will assist and guide the employee to improving his/her performance.

**FIFTH ELEMENT:** A time schedule for improvement of performance with statement of subsequent action. (Re-evaluation shall be based on improvement in actual performance and not on whether the employee followed the evaluator's recommendations for attendance at class, in-service training, classroom visitations and related activities.)

\_\_\_\_\_  
Employee's Signature                      Date                      Supervisor's Signature                      Date

**NOTE:** This form is to be attached to the employee's evaluation.

**White:** Human Resources

**Yellow:** Supervisor

**Pink:** Employee

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Rev. 10/12  
Page 2 of 2





## Stipend for Career Technical Student Organization (CTSO) High School ROP

**A. Stipend Amount and Funding Source**

A stipend of \$2,500 is available for Career Technical Education (CTE) teachers to serve as an advisor for the Career Technical Student Organization (CTSO) associated with industry taught. Funding for this stipend is provided by *[insert funding source]*. The stipend is prorated per element, as listed on page 2 of this document.

**B. Timeline**

Stipend work is to be completed during the *[insert school year]*.

**C. Teacher Recruitment**

This stipend is available to the designated CTE teachers who have an active, co-curricular California Department of Education (CDE) recognized CTSO.

**D. Administrator Support**

The designated administrator for this stipend proposal is *[insert administrator name]*.

**E. Goal Statement**

Serve as an advisor for an active CTSO.

**F. Expected Elements To Accomplish The Goal**

1. Meetings
2. Fundraising
3. Community Service
4. Conferences, competitions, and special activities

**G. Accountability for completed project**

Completion of expected elements listed in F. 1-4 above

**H. Payment**

The stipend will be processed for payment upon approval by the designated administrator in accordance with item F. 1-4 above and prorated as detailed on page 2.

Teacher Name (printed) \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

I agree to accept this stipend proposal for \$2,500 to accomplish the elements listed in Item F above. I have read and understand the percentage/amount of stipend allocated to each element as listed on page 2 of this document.

Administrator  
Signature \_\_\_\_\_ Date \_\_\_\_\_

# APPENDIX F-1

**This section to be completed by the designated administrator  
upon completion of the body of work.**

<b>Expected Elements</b>	<b>Element Accomplished</b>	<b>Percentage/amount of stipend allocated to this element</b>	<b>Payment Amount</b>
Meetings	Yes/No	10%/\$250.	
Fundraising	Yes/No	20%/\$500.	
Community Service	Yes/No	15%/\$375.	
Leadership conference Regional, State, National/International competitions Special activities	Yes/No	55%/\$1,375.	
Total			

I authorize payment of a stipend in the amount of \$ \_\_\_\_\_

to \_\_\_\_\_

for fulfillment of the body of work verified above.

Administrator

Signature \_\_\_\_\_ Date \_\_\_\_\_



## APPENDIX F-2

### Stipend for Curriculum Development

**A. Stipend Amount and Funding Source**

A stipend of \$[insert stipend amount] is available for College and Career teachers for curriculum development. Funding for this stipend is provided by [insert funding source].

**B. Timeline**

Stipend work is to be completed during the [insert school year].

**C. Teacher Recruitment**

This stipend is available to the designated CTE teacher/s assigned and appropriately credentialed to teach the curriculum.

**D. Administrator Support**

The designated administrator for this stipend proposal is [insert administrator name].

**E. Goal Statement**

Develop course outline and curriculum for [insert name of course].

**F. Expected Elements To Accomplish The Goal**

5. Develop course outline
6. Develop syllabus/instructional planning calendar
7. Develop curriculum to include:
  - a. Units of instruction
  - b. Key assignments
  - c. Alignment to the CTE Model Curriculum Standards, CA Common Core, Standards for Career Ready Practice, and the International Society for Technology in Education (ISTE) standards.
  - d. Lesson plans to support the units of instruction

**G. Accountability for completed project**

Completion of expected elements listed in F. 1-3 above

**H. Payment**

The stipend will be processed for payment upon approval by the designated administrator in accordance with item F. 1-3 above.

Teacher Name (printed) \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

I agree to accept this stipend proposal for \$#### to accomplish the elements listed in Item F above.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX F-2

**This section to be completed by the designated administrator  
upon completion of the body of work.**

I authorize payment of a stipend in the amount of \$ \_\_\_\_\_

to \_\_\_\_\_

for fulfillment of the body of work listed in Item F.

Administrator

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Stipend for Regional Occupational Program (ROP) Summer Externship

**A. Stipend Amount and Funding Source**

A stipend of \$1,000 is available for ROP teachers to participate in an unpaid summer externship at a participating and approved business/industry. Funding for this stipend is provided by the CTE Incentive Grant, resource 6387.

**B. Timeline**

Stipend work is to be completed during the summer of 2018.

**C. Teacher Recruitment**

This stipend is available to ROP/CTE teachers.

**D. Administrator Support**

The designated administrators for this stipend proposal are Mary Whited and Janice Rogge.

**E. Goal Statement**

Enhance classroom curriculum and instruction through knowledge and experience gained from time spent in business/industry.

**F. Expected Elements To Accomplish The Goal**

8. Complete a 3-5 day summer externship at an approved business/industry.
9. Create one lesson plan (using CTE Online) linking externship learning to student technical skills and/or career planning.
10. Prepare a presentation about the externship and present to fellow teachers in the fall of 2018.

**G. Accountability for completed project**

Completion of expected elements listed in F. 1-3 above

**H. Payment**

The stipend will be processed for payment upon approval by the designated administrator in accordance with item F. 1-3 above.

Teacher Name (printed) \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

I agree to accept this stipend proposal for \$1,000 to accomplish the elements listed in Item F above.

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX F-3

**This section to be completed by the designated administrator  
upon completion of the body of work.**

I authorize payment of a stipend in the amount of \$ \_\_\_\_\_

to \_\_\_\_\_

for fulfillment of the body of work listed in Item F.

Administrator

Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX G

### **GROUND FOR DISMISSAL OF PERMANENT EMPLOYEE**

#### **EDUCATION CODE SECTION 44932**

- (a) No permanent employee shall be dismissed except for one or more of the following causes:
  - (1) Immoral or unprofessional conduct.
  - (2) Commission, aiding or advocating the commission of acts of criminal syndicalism, as prohibited by Chapter 188 of the Statutes of 1919, or in any amendment thereof.
  - (3) Dishonesty.
  - (4) Unsatisfactory performance.
  - (5) Evident unfitness for service.
  - (6) Physical or mental condition unfitting him or her to instruct or associate with children.
  - (7) Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district employing him or her.
  - (8) Conviction of a felony or of any crime involving moral turpitude.
  - (9) Violation of Section 51530 or conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947.
  - (10) Knowing membership by the employee in the Communist Party.
  - (11) Alcoholism or other drug abuse which makes the employee unfit to instruct or associate with children.
  
- (b) The governing board of a school district may suspend without pay for a specific period of time on grounds of unprofessional conduct a permanent certificated employee or, in a school district with an average daily attendance of less than 250 pupils, a probationary employee, pursuant to the procedures specified in Sections 44933, 44934, 44935, 44936, 44937, 44943 and 44944. This authorization shall not apply to any school district which has adopted a collective bargaining agreement pursuant to subdivision (b) of Section 3543.2 of the Government Code.

## APPENDIX H

**MERCED COUNTY OFFICE OF EDUCATION  
EARLY RETIREMENT INCENTIVE FOR MERCED COUNTY OFFICE OF  
EDUCATION ASSOCIATION UNIT MEMBERS  
(Effective July 1, 2018 through June 30, 2022 as set forth below)**

**RETIREE HEALTH, DENTAL, AND VISION PLAN AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Merced County Office of Education ("MCOE") and \_\_\_\_\_, ("Retiree"). The parties agree as follows:

1. Pursuant to the provisions of the 2018-2019 through 2020-2021 Collective Bargaining Agreement between MCOE and the Merced County Office of Education Teachers Association ("CBA"), eligible unit members who retire on or after July 1, 2018, shall be entitled to participate in the MCOE health, dental and vision plan. Any conflicts between the CBA and this agreement shall be resolved in favor of the language contained in the CBA. The relevant terms of the CBA are attached hereto and incorporated into this agreement as though fully set forth.
2. I, \_\_\_\_\_, have or will have reached the retirement age of sixty (60) as of \_\_\_\_\_, 20\_\_\_\_; will enter into and be in retirement status with \_\_\_\_\_ (STRS or PERS) effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; was employed by the MCOE at least fifteen (15) years in full-time status and was in full-time status immediately prior to entering retirement status; and was at the highest class available on the current year applicable salary schedule as of the effective date of retirement.
3. The parties to this agreement understand and agree that the payments to be made by the MCOE under this agreement are subject to the CBA and subject to the retiree and applicable dependent(s) fulfilling the requirements of the CBA and this agreement.
4. The retiree and dependent(s) covered under this Agreement are:

Name _____	Name _____
Relation _____	Relation _____
Address _____	Address _____
Birth Date _____ Age _____	Birth Date _____ Age _____
Social Sec# _____	Social Sec# _____

Name _____	Name _____
Relation _____	Relation _____
Address _____	Address _____
Birth Date _____ Age _____	Birth Date _____ Age _____
Social Sec# _____	Social Sec# _____



## APPENDIX H

5. The retiree benefits provided under the CBA and this agreement shall terminate with the death of the retiree. Should the retiree predecease his/her dependent(s) receiving benefits under this agreement, such benefits being provided to dependent(s) shall cease.
6. The retiree shall inform the MCOE of any change in address within 30 days. In the event of death of the retiree, spouse, or any other applicable dependent, the MCOE shall be informed in writing within 30 calendar days.
7. Should the retiree fail to honor the requirements of the CBA or this agreement, the MCOE shall have the right to cancel this agreement 30 calendar days after written notice of non-compliance has been forwarded to the retiree.
8. The retiree acknowledges that s/he have had a full and fair opportunity to review the terms of the CBA and this agreement and by their signature below knowingly and voluntarily consents to all such terms and conditions.

---

Retiree

---

Date

---

Merced County Office of Education Representative

---

Date

APPENDIX I

**Memorandum of Understanding between  
MCOE Special Education and CTA  
2008-2009**

**Teacher of Early Childhood Special Education in an Inclusion Setting**

1. The MCOE Inclusion Early Childhood Teacher of Preschoolers with severe disabilities will provide special education services to no more than 12 preschoolers and no more than 3 non-ambulatory students. The preschoolers may be assigned to several classes on no more than two campuses.

2. The equivalent of 2 FT Instructional Assistants would be provided when the caseload reaches 12 students.

- When students are exhibiting severe behavior challenges the coordinator and staff will explore all options to extinguish the disruptive behavior, including evaluating the need to change the placement, adding behavior intervention services, and adding additional short-term assistance.

- If students are divided between more than 2 classes at one site and the total number of students is less than 12 students, the coordinator will consider the need for an additional part-time instruction aide based the particular needs of the students involved, the host site recommendations and the MCOE teacher recommendations.

- If students are divided between 2 sites an instructional aide will be provided at each site.

3. The teacher would continue to receive the same classroom funds as the other preschool teachers. Equipment and materials would be provided as needed to supplement existing preschool equipment. Specialists would continue to provide services in the inclusion setting

4. Programmatic changes have been made to address concerns regarding student hours, student and staff calendar coordination, types of goals and objectives to be written for the students and collaborate planning opportunities with regular education staff.

5. All other provisions of the MCOTA contract shall remain in full force.

6. This memorandum shall become effective for the 2008-2009 academic year and shall remain in force and effect unless there are proposed program changes which require negotiations or until terminated by mutual agreement between the parties.

For MCOTA:

Risa Nealey, Negotiations Chair  
Date  
11/9/09

For Employer:

[Signature] 01/09/09  
Date