COLLECTIVE BARGAINING AGREEMENT

between

MADERA UNIFIED SCHOOL DISTRICT

and

CERTIFICATED MANAGEMENT BARGAINING ASSOCIATION (CMBA)

July 1, 2024 – June 30, 2027

MADERA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

MUSD BOARD APPROVED: MAY 26, 2026
MOTION NO. 117-2025/26
DOCUMENT NO. 363-2025/26

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ARTICLE I
AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Madera Unified School District ("District") and Certificated Management Bargaining Association (“CMBA” or “Association”).

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 to 3549 of the Government Code.

ARTICLE II
RECOGNITION

2.1 The District confirms its recognition of CMBA as the exclusive representative for the following bargaining unit.

2.1.1 Including Principals, Vice-Principals, Assistant Principals, Athletic Director, Activity Director, Program Manager, Director of Child Care Programs, Coordinators, and Educational Specialists.

2.1.2 Excluding all management employees including Superintendent, Associate Superintendents, Directors, Chief Academic Officers, and all psychologists and confidential employees.

ARTICLE III
DISTRICT RIGHTS

3.1 It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Included but not limited to, the exclusive right to:

- Determine its organization;
- Direct the work of its unit members;
- Determine the time and hours of operation;
- Determine the kinds and levels of service provided, and methods and means of providing them;
- Establish its educational policies, goals and objectives;
- Ensure the rights and educational opportunities of students;
- Determine the staffing patterns;
- Determine the number and kinds of personnel required;

- Maintain the efficiency of District operations;
- Determine the curriculum;
- Build, move or modify facilities;
- Establish budget procedures and determine budgetary allocation;
- Determine the methods of raising revenue;
- Contract out work;
- Take any action on any matter in event of an emergency.

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

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

ARTICLE IV
ASSOCIATION RIGHTS

4.1 The District and Association recognize the rights of unit members to form, join and participate in lawful activities of unit member organizations.

4.2 The District and the Association shall not inquire into, nor predicate any adverse action upon a unit member's personal, political, and organizational activities or preferences which are not in conflict with any statute or interfere with the unit member's job performance.

4.3 The Association and its members shall have the right to make use of District equipment, buildings, and facilities at reasonable times outside the regular duty day when not being used for school business, consistent with applicable Board Policies, District regulations, practices and law.

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

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

Policies, District regulations, practices and law. The Association mail will be addressed directly to individual members. All items distributed shall be clearly identified as to the name of the organization and the name of a responsible officer. The Assistant Superintendent of Human Resources and the Superintendent shall receive a courtesy copy of each communication.

4.5 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards assigned to the Association, at least one of which shall be provided in each school.

4.6 Authorized representatives of the Association, at the request of the Association, shall be permitted to transact official business on school property at reasonable times when unit members are not meeting with students or performing assigned District responsibilities, subject to prior approval of the Superintendent or designee.

4.7 Business representatives of the Association, at the request of unit members, may be permitted to transact official business on school property during the unit members' free lunch period and/or after the normal duty day.

4.8 The Association representatives shall receive reasonable release time for negotiations and grievance processing without loss of compensation.

In addition, the Association may receive five (5) days of release time per year for the purpose of participation in activities directly concerned with the Association fulfilling its obligation as the exclusive representative.

4.9 The District shall, upon written request, furnish the President of the Association with one (1) copy of any public document.

4.10 The District shall, upon written request, furnish the President of the Association with existing non-confidential personnel data for the purpose of developing a scattergram.

4.11 The District will forward a Board packet of all public board meetings minus confidential items to the President of the Association.

4.12 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of public school employees under the law.

ARTICLE V
GRIEVANCE PROCEDURE

5.1 GRIEVANCE

A grievance is a claim made by a unit member(s), or the Association where appropriate, that there has been a violation, misapplication, or a misinterpretation of the specific provisions of this Agreement that adversely affects the grievant.

5.2 GRIEVANT

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

5.3 PURPOSE

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

5.4 INFORMAL APPLICATION

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

5.5 TIME LIMITS

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums. Every effort should be made to expedite the process. Time limits may, however, be extended by mutual agreement.

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

5.6 PROCEDURE

5.6.1 Level One: Discussion with Assistant Superintendent of Human Resources

5.6.1.1 A grievant shall first discuss the grievance with the Assistant Superintendent of Human Resources. This discussion must be held within ten (10) workdays of the alleged violation, misinterpretation, or misapplication of an article of this Agreement. If this deadline is not met, the matter shall not be subject to the grievance procedure, unless the deadline has been extended by mutual written consent of both parties.

5.6.1.2 The Assistant Superintendent of Human Resources shall have five (5) workdays to respond to the grievant.

5.6.2 Level Two: Written Grievance to the Superintendent

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

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

5.6.3 Optional Mediation Prior to Level Three

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

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

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

5.6.4 Level Three: Written Grievance to the Governing Board

5.6.4.1 If the grievant is not satisfied with the response at Level Two, or if no resolution has been achieved in mediation, the grievant may submit the written grievance to the Governing Board within ten (10) workdays after the date the response is due from the Superintendent in Level Two or, if mediation has been selected by the parties, within ten (10) days after the final mediation session.

5.6.4.2 The Board shall have thirty (30) calendar days within which to provide the grievant an opportunity to meet with the Board in

closed session to present the grievance. Following the meeting, the Board shall render a final decision on the grievance.

5.7 REPRISALS

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

5.8 REPRESENTATION

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

5.9 MISCELLANEOUS

5.9.1 If a grievance arises from action of or inaction on the part of a member of the administration at a level above the Principal or Assistant Superintendent of Human Resources, the grievant may submit such grievance in writing to the next higher administrator and the processing of such grievance shall commence at that point.

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

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

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

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

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

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

ARTICLE VI
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

6.1 Pursuant to Section 3646 of the Government Code, each unit member shall within thirty calendar days of his or her employment into the CMBA Bargaining Unit, or the execution of this Agreement by the parties, whichever comes first, either join CMBA as a member ("member") and pay its annual membership dues ("dues"), or remain a non-member ("non-member") and pay the annual service fee ("fee") CMBA charges non-members subject to the following:

6.1.1 Each employee in the unit who joins CMBA as a member on or after July 1, 2016, shall remain a member and pay dues for the duration of this Agreement.

6.1.2 Each employee in the unit who is not a member on July 1, 2016, shall pay the service fee for the duration of this Agreement unless the employee becomes a member, in which case he or she shall pay the dues thereafter for the duration of this Agreement.

6.1.3 A member who drops his or her CMBA membership during the thirty calendar day period immediately following June 30, 2016, shall pay the fee for the duration of this Agreement, unless he or she becomes a member again, in which case he or she shall pay the dues thereafter for the duration of this Agreement.

6.1.4 A member who drops his or her CMBA membership during the thirty calendar day period immediately following June 30, 2005, shall pay the fee for the duration of this Agreement, unless he or she becomes a member again, in which case he or she shall pay the dues thereafter for the duration of this Agreement.

6.1.5 Each employee who is employed into the bargaining unit after the start of the school year shall have his or her dues or fee, whichever applies to the particular employee, pro-rated for that school year, to reflect the number of months he or she is employed that school year; however, he or she shall pay the full dues or fee, whichever applies to the particular employee thereafter.

6.1.6 All dues and fees shall be payroll deducted by the District from the pay of the respective CMBA member and non-member, at no cost to CMBA or such unit member, and subject to the following:

6.1.6.1 Dues and fees shall be paid in ten equal monthly installments September through June each fiscal year (July 1 through June 30).

6.1.6.2 CMBA shall notify the District in writing thirty calendar days in advance of any change in the dues or fees that apply for that fiscal year.

6.2 EXCEPTIONS

6.2.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CMBA as a condition of employment, except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to a non-religious, non-labor organization agreed to by the Association and the District, charitable funds exempt from taxation under section 501 (c) (3) of Title 16 of the Internal Revenue Code. Unit members may select one or more of the following charities:

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

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

6.2.2 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 6.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 6.1 and 6.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before September 30 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

6.3 With respect to all sums deducted by the District pursuant to paragraphs 6.1 and 6.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to CMBA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.

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

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

ARTICLE VII
LEAVES

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

ARTICLE VIII
TRANSFERS, REASSIGNMENTS, & VACANCIES

8.1 Transfers

8.1.1 Definition

A "transfer" is the permanent change of an employee from one position to another in the same job classification in the CMBA unit. Voluntary transfer is initiated by the employee seeking the transfer. Involuntary transfer is initiated by the District.

8.1.2 Filling Vacant Positions by Transfer

When a position in the CMBA unit becomes vacant the District shall notify all employees in the CMBA unit of the vacancy through EdJoin and District e-mail and shall post the vacancy for 5 calendar days.

A current member of CMBA may request a voluntary transfer to the vacant position during the posting period. Lateral transfer applicants shall be given consideration for posted vacancies prior to reviewing outside applicants. However, the District retains the discretion to determine how to fill the position.

8.2 Reassignment

8.2.1 Definition

A "reassignment" is the permanent change of an employee from a position in a job classification in the CMBA unit into a position in another job classification in the CMBA unit. Voluntary reassignment is initiated by the employee seeking reassignment. Involuntary reassignment is initiated by the District.

8.2.2 Filling Vacant Positions by Reassignment

When a position in the CMBA unit becomes vacant the District shall notify all employees in the CMBA unit of that vacancy through Ed Join and District e-mail and shall post the vacancy for 5 calendar days.

A current member of CMBA may request a voluntary reassignment to the vacant position during the posting period. Lateral reassignment applicants shall be given consideration for posted vacancies prior to reviewing outside applicants. However, the District retains the discretion to determine how to fill the position.

ARTICLE IX
EVALUATION PROCEDURES

9.1 Purpose

Job performance is evaluated to assist the employee being evaluated in improving his/her ability, knowledge and skill regarding the duties of his/her position.

9.2 Evaluation Form

Note: It is intended by CMBA that this form be negotiated between CMBA and the District during negotiations.

All evaluations shall be issued to employees in writing on the Certificated Management Evaluation Form attached hereto as Appendix "D" and incorporated by reference as part of this agreement.

9.3 Evaluation Standards

Note: It is intended by CMBA that the standards referred to in this section be negotiated between CMBA and the District during negotiations.

All evaluations of job performance shall be conducted in a manner consistent with the California Education Code and pursuant to the "evaluation standards" from the California Professional Standards for Educational Leaders (CPSEL) and incorporated by reference as part of this agreement. The Certificated Management Evaluation Form (Appendix D) will be updated to reflect the addition of the "Skilled" rating. The definition of each rating is listed below:

1. Directed toward the standard: Administrators whose practice is directed toward the standard have basic knowledge, skills, and attitudes that enable them to carry out their work activity by activity, with each segment independent from the others. They may be engaged in "starter" activities that will eventually lead to the results they seek, but in some instances, their efforts may not be strategic or productive. At least initially, these administrators tend to keep leadership roles to themselves or a very limited number of others. (West Ed)

2. Approaches the Standard: Administrators whose practice approaches the standard have an emerging strategic vision, enabling them to see how activities work together

and to understand the leadership actions necessary to generate results. They initiate and carry out action that builds on patterns of success and lessons learned from past activities. These administrators increasingly engage staff and stakeholders in planning and team action focused on shared teaching and learning goals. (WestEd)

3. Meets the Standard: Leaders whose practice meets the standard are able to execute vision-driven action by capitalizing on knowing what needs to be done, how to do it, and why it should be done. They build the leadership capacity of others by engaging the staff and broader community in cooperatively working toward shared goals and opportunities that result in increasing staff and student growth and well-being. (WestEd)

4. Skilled: Leaders whose practice is skilled consistently and effectively apply their understanding of (what, how, and why) to achieve vision-driven action. They actively seek opportunities to deepen the leadership capacity of others and foster broad engagement among staff and stakeholders. Their actions demonstrate a clear, positive impact on staff and student growth and well-being, often demonstrating proactive problem-solving and adaptable strategies within established frameworks.

5. Exemplifies the Standard: Leadership whose practice exemplifies the standard generates innovative strategies to address complex teaching and learning challenges, as they understand and effectively use the interrelationships among shared goals, strategic actions, and resources. They gain commitment from staff and others because of the positive results they get, and they use these relationships as leverage to distribute leadership and accountability across the community in order to continuously improve outcomes beyond expectations. (WestEd)

9.4 Evaluation Cycle

Evaluation of the job performance of an employee in the CMBA unit will be conducted by the District on a yearly cycle.

All such evaluations shall occur during the contracted work year of the employee being evaluated.

9.5 Evaluator

Evaluation of employees in the CMBA unit shall be conducted by a supervisor as determined by the Superintendent.

9.6 Right to CMBA Representation

An employee in the CMBA unit may have CMBA representation at any time during an evaluation conference that could lead to discipline.

9.7 Initial Meeting with Evaluator

The evaluator and employee being evaluated shall meet together to discuss the evaluation process no later than the fourth week of instruction.

At this first meeting the evaluator shall explain the evaluation process, the particular work of the employee the evaluator will focus on, how the standards will be applied to that work, the schedule of meetings between the evaluator and employee being evaluated during the evaluation period, the schedule of observation sessions for the evaluator to personally observe the work of the employee being evaluated at the worksite of that employee, and any concern(s) the evaluator has regarding the employee's job performance as of the date of this first meeting.

9.8 Meetings during the Evaluation Period

At any meeting during the scheduled evaluation period should the evaluator have any concern(s) that the overall job performance of the employee being evaluated may or will not meet standards, at that meeting the evaluator must discuss such concern(s) with the employee and may provide the employee with a written Professional Improvement Plan (plan) to assist the employee to resolve the issue(s) of such concern.

9.8.1 Professional Improvement Plan (Plan)

The plan must describe each concern regarding the employee's job performance in clear and concise terms.

The plan must include specific recommendations for the employee to improve deficiencies.

In addition, the evaluator will regularly meet with the employee to advise him/her regarding his/her progress and will coach the employee in the areas of job performance that gave rise to the plan.

9.9 Issuing Proposed Evaluation

The evaluator shall sign and date the evaluation and meet with the employee to discuss the evaluation.

At this meeting the evaluator shall review the evaluation with the employee, providing him/her with the particular reason(s) for the rating in each category of the evaluation, and the overall rating.

9.10 Employee Response to Evaluation

The employee may sign and date the evaluation making a copy for himself/herself, and in any event returning the original evaluation to the evaluator within five workdays immediately following his/her receipt of that original evaluation.

The evaluated employee may, at his/her discretion deliver a written response to the evaluation to the evaluator, which shall be attached to the evaluation when placed into the District personnel file on that evaluated employee.

9.11 Placement of Evaluation in District Personnel File

Upon receipt of the original evaluation from the evaluated employee the evaluator shall forward that evaluation and any response to it provided by the evaluated employee to the

District Human Resources office for placement into the District personnel file of the evaluated employee.

ARTICLE X
EDUCATION CODE 44951 RELEASE/REASSIGNMENT

10.1 Personnel Reduction or Reorganization

10.1.1 Management employees may be released from their position and reassigned pursuant to Education Code Section 44951 due to lack of work, lack of funds, reduction in services, decline in enrollment, and/or as a result of administrative reorganization. Any time that the District anticipates the need to reduce bargaining unit staff, or reorganize in a manner that affects bargaining unit staff, the District shall meet with the Association and discuss the need for such change. The District shall meet with the Association and, to the extent required by law, negotiate the effects of the reorganization or staff reduction on the bargaining unit members, and the procedures to be followed in any subsequent reassignments. Such negotiations shall begin no later than April 1.

10.1.2 Before March 15, the Governing Board shall meet and determine whether the identified employee may be released from his/her position effective the end of the school year and reassigned to a different position.

10.1.3 Prior to notice of the proposed reassignment, the management employee shall be given an opportunity to discuss the reason(s) for the reassignment with the Superintendent or designee and jointly review whether viable options exist to permit the management employee to remain in the restructured position. Upon written request, the reason(s) for the reassignment shall be reduced to writing and made available to the management employee. The management employee shall have access to materials upon which the proposed action is based pursuant to Education Code section 44031.

10.1.4 By March 15, the employee shall be notified of the Board's action by registered mail or in person. If the notice is presented to the employee in person, the employee's signature acknowledging receipt of the notice shall be obtained on the District's copy of the written notice.

10.1.5 Prior to final Board action effecting the reassignment, the management employee may request to meet with the Board and respond orally and/or in writing to the proposed action in closed session. The management

employee shall have the right to be represented by a person of the employee's choice.

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

10.2 DEMOTION OR REASSIGNMENT

10.2.1 Management employees may be released from their position and reassigned to another position with less compensation and/or significantly less responsibility for reasons other than those stated above, as authorized under Education Code Section 44951.

10.2.2 Prior to notice of the proposed reassignment, the management employee shall be given an opportunity to discuss the reason(s) for the reassignment with the Superintendent, and may request a written statement of the reasons for reassignment. The management employee shall have access to materials on which the proposed action is based pursuant to Education Code section 44031.

10.2.3 If the reassignment is to a teaching position, the Board shall give the employee, if requested, a written statement of the reasons for the reassignment. If these reasons include incompetency as an administrator or supervisor, the District shall have completed an evaluation of the employee within the 60-day period immediately preceding the notice date.

10.2.4 Prior to final Board action effecting the reassignment, the management employee may request to meet with the Board and respond orally and/or in writing to the proposed action in closed session. The management employee shall have the right to be represented by a person of the employee's choice.

ARTICLE XI
SALARY AND FRINGE BENEFITS

11.1 Unit members shall receive compensation in accordance with the Certificated Management Salary Schedule.

11.1.1 For the 2025-2026 school year, the Certificated Management Salary Schedule shall be increased by 5%, effective July 1, 2025. The retroactive payment for the salary schedule increases from July 1, 2025, through the present are only applicable to the following employees:

a. Employees who were employed during the fiscal year commencing on July 1, 2025, and who remain employed as of the date that the tentative agreement is fully ratified by both parties.

b. Employees who were employed during the fiscal year commencing on July 1, 2025, and have retired through a verified CalSTRS retirement on or before June 30, 2026.

For the 2026-2027 school year, the Certificated Management Salary Schedule shall be increased by 3%, effective July 1, 2026.

11.2 Classification by Professional Preparation

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

11.3 Initial Station Placement

The District agrees that when a Madera Unified School District employee is initially placed on the Certificated Management Salary Schedule, the Promotion shall result in a minimum of 5% increase of the daily rate. No individual may go beyond the highest step in the implementation of this initial placement.

11.4 Step Advancement

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

11.5 The District contribution amount shall increase 3% at the beginning of each fiscal year. As such, the District contribution shall be $16,219.31 for the 2016-2017 fiscal year. Thereafter, the 3% increase shall continue to be added to the prior year's contribution amount.

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

ARTICLE XII
CONCERTED ACTIVITIES

12.1 It is agreed and understood that there will be no strike or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operation of the District.

12.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Article and to make every reasonable effort toward inducing all employees to do so. In the event of a strike or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all reasonable steps to cause those employees to cease such action.

12.3 It is agreed and mutually understood that any employee violating this Article may be subject to disciplinary action.

ARTICLE XIII
SAFETY

13.1 Compliance

The District will provide all employees in the CMBA unit with a safe and healthy workplace, and to that end the District agrees to comply with Cal-OSHA Regulations and the California Injury and Illness Prevention Act.

13.2 Illness and Injury Prevention Plan

Pursuant to the California Injury and Illness Prevention Act the District agrees it shall maintain a current Illness and Injury Prevention Plan (IIPP) and will provide that current written IIPP to CMBA within thirty calendar days of the date this Agreement is effective.

Further, the District agrees to provide CMBA with each change made to the IIPP during the Term of this Agreement, in writing, within thirty calendar days of such change being required by law or otherwise being made by the District.

In addition, the District will provide all employees in the CMBA unit with IIPP training within a reasonable period following the effective date of this Agreement,
and upon each substantive change the District makes to its IIPP, within a reasonable period following such change.

13.3 Resolving Disputes

When an employee in the CMBA unit believes he/she is working in an unsafe and/or unhealthy working situation the employee shall report that alleged condition to his/her immediate supervisor who shall immediately notify the District manager responsible for IIPP compliance of the allegation, however, in cases of emergency, first notice of the situation shall be made to the public safety agency responsible to respond to such matters such as, but not limited to law enforcement, fire department, ambulance, health department, etc.

Upon being notified of an alleged unsafe and/or unhealthy working condition the District manager responsible for IIPP compliance shall immediately cause the situation to be fully

investigated and shall notify the CMBA President of the situation within a reasonable time of that investigation being initiated. The District will provide the results of that investigation to the CMBA President in writing, within a reasonable time following that investigation being concluded.

13.4 Grievance

Nothing herein shall be construed to prohibit an employee in the CMBA unit, or CMBA, from filing a grievance over an alleged unsafe and/or unhealthy working condition in a District work place.

ARTICLE XIV
SAVINGS

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

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

ARTICLE XV
TERM

15.1 This agreement is effective July 1, 2024, and shall remain in full force and effect through June 30, 2025, with the following reopeners:

15.1.1 During the 2025-2026 fiscal year, CMBA and the District may each, reopen negotiations over salary and two additional new or existing articles of the contract, and proposals regarding such negotiations shall be made pursuant to the Government Code. Further, the parties may submit proposals for a new (successor) collective bargaining agreement.

APPENDIX A

THIS CONTRACT WAS RATIFIED BY THE MEMBERS OF

CERTIFICATED MANAGEMENT BARGAINING ASSOCIATION

ON APRIL 21, 2026

AND WAS APPROVED

BY THE MADERA UNIFIED SCHOOL DISTRICT

GOVERNING BOARD ON

MAY 26, 2026

APPENDIX B

CERTIFICATED MANAGEMENT BARGAINING ASSOCIATION (CMBA)

HEALTH AND WELFARE BENEFITS

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

A. The District shall provide an annual maximum contribution towards District health benefits as set forth in Article XI, Section 11.5.

B. Unit members married to other District employees receiving health and welfare benefits shall be entitled to payment rules as dictated by California Valued Trust.

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

APPENDIX "C": CMBA MEMBERSHIP DUES AND FEES

Each calendar month, September through June, each fiscal year during the term of this agreement, the District shall deduct $20.00 for CMBA membership dues from the pay of each CMBA member in the CMBA unit, and pursuant to the same term and sequence, the District shall deduct $20.00 from the pay of each employee in the CMBA unit who is not a CMBA member. Monies so deducted by the District shall be paid to CMBA pursuant to the California Education Code and the Government Code.

APPENDIX "D": EVALUATION FORM

This form is to be negotiated by CMBA and the District pursuant to current negotiations.

APPENDIX "E": EVALUATION STANDARDS

These standards are to be negotiated by CMBA and the District during current negotiations.

APPENDIX "F": ECONOMIC CONCESSIONS/ENHANCEMENTS

In the event that the Madera Unified Teachers Association is subjected to economic concessions/enhancements to salary and/or health and welfare benefits, including but not limited to, a reduction in the work year (i.e., furlough days) and/or an annual maximum contribution toward health and welfare benefits insurance, through an agreement or otherwise, the parties agree that employees in the CMBA unit will be subjected to the same concessions/enhancements.