

AGREEMENT
Between
MODESTO CITY SCHOOLS
And
MODESTO TEACHERS ASSOCIATION

The 2020-23 Collective Bargaining Agreement between the Modesto City Schools and the Modesto Teachers Association shall contain all of the provisions of the 2019-20 Collective Bargaining Agreement, except as attached.

This Agreement is subject to ratification by the general membership of the Modesto Teachers Association and by the Board of Education of the Modesto City Schools.

MODESTO CITY SCHOOLS

By  _____ 9-10-21
Roman Muñoz, Chief Negotiator Date

MODESTO TEACHERS ASSOCIATION

By  _____ 9-10-21
Chris Peterson, Chief Negotiator Date

By  _____ 09/10/2021
Doug Burton, President Date

By  _____ 9/10/2021
Yaser Herrera, Executive Director Date

ARTICLE I
AGREEMENT

1 The ~~2017-2020~~ 2020-2023 Collective Bargaining Agreement will be effective from ~~July 1, 2017~~
2 ~~through June 30, 2020~~ July 1, 2020 through June 30, 2023. All new provisions will be
3 implemented immediately upon ratification of the agreement by both parties, except as
4 specifically noted in this document.

5
6 A. All provisions of the contract are effective ~~July 1, 2017 through June 30, 2020~~ July 1,
7 2021 through June 30, 2023, unless stated otherwise in the contract.

8
9 B. The District and the Association may propose reopeners for ~~2018-19 and 2019-20 the~~
10 2022-23 school years on salary (Article IX), health and welfare (Article X) and two
11 additional reopeners per party.

12
13 C. The Articles and provisions contained herein constitute a bilateral and binding
14 agreement ("Agreement") by and between the Modesto City Schools ("District") and
15 the Modesto Teachers Association ("Association"), an employee organization affiliated
16 with the California Teachers Association and National Education Association.

17
18 D. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the
19 Government Code.

20
21 E. Employee(s) used in this Agreement, shall mean a member or members represented by
22 the Modesto Teachers Association.

ARTICLE V

LEAVES

- 1 A. Employees on the unpaid leave specified in paragraph B below shall have the right to pay
2 insurance premiums subject to the following limitations:
 - 3
 - 4 1. The insurance benefit is provided by this contract.
 - 5
 - 6 2. The District contract with the carrier permits employees on unpaid status to pay such
7 premiums.
 - 8
 - 9 3. The payments are made pursuant to forms and procedures established by the District.
 - 10
 - 11 4. The employee and the Association agree to hold the District harmless from any claims
12 or legal actions arising from the provisions of this Article.
 - 13
- 14 B. The right to pay insurance premiums shall be limited to employees on the following leaves:
 - 15
 - 16 1. Absence in Excess of Earned Sick Leave
 - 17
 - 18 2. Personal
 - 19
 - 20 3. Peace Corps/Americorps
 - 21
 - 22 4. Teacher Corps
 - 23
 - 24 5. Organization Leave
 - 25
 - 26 6. Legislative Leave
 - 27
 - 28 7. Association Leave
 - 29
 - 30 8. Child Care Leave
 - 31
 - 32 9. Military Leave
 - 33
 - 34 10. Family Care Leave
 - 35
- 36 C. Subject to compliance with the rules and regulations relating thereto, only the following
37 leaves shall be available without approval by the Board.
 - 38
 - 39 1. Sick Leave
 - 40
 - 41 2. Industrial Accident and Illness Leave
 - 42
 - 43 3. Jury Duty Leave
 - 44

4. Personal Necessity Leave
5. Absence in Excess of Earned Sick Leave
6. Pregnancy Leave
7. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household
8. Bereavement Leave

D. LEAVES

1. A good faith effort shall be made to return the employee to the same school and department in the high school and junior high school and grade level in elementary schools.
2. The District at any time may require supporting evidence including documentation, if appropriate, or state reason for leave. Such evidence shall be required within a reasonable time. False statements related thereto shall be grounds for withholding leave benefits and for such other disciplinary action as the District deems appropriate.
3. Employees returning from leave of absence of indefinite duration shall provide notice of return to the Human Resources Office within one week of their planned return.
4. Except for unforeseen conditions beyond the control of the employee, which prevent timely return to work, an employee who fails to return to work at the expiration of approved leave shall be deemed to be absent without justification, and be subject to disciplinary action.
5. Effect on Progressive Salary Advancement. Time spent on the following leaves counts as part of the service required for progressive salary advancement:
 - a. All Paid Leaves
 - b. Exchange Leave
 - c. Federal Grant Leave
 - d. Military Leave
 - e. Legislative Leave
 - f. Organization Leave
 - g. Association Leave
 - h. Sabbatical Leave
 - i. Job Sharing Leave (subject to service requirements)

Time spent on other types of leaves does not count toward progressive salary advancement.

6. Time Limits. No leave, except Military Leave, may be approved beyond June 30 of any school year. In case a leave might require absence in two different school years, an extension of said leave may occur.

7. Leave Credit and Payment for Part-time Employees. In the case of employees who work less than a full-time basis, the accumulation of leave credit and the payment of salary shall not exceed the pro-rata share of full leave credit of salary payment, unless expressly provided otherwise in this Agreement. For part-time employees, full salary means the salary to which the employee would normally be entitled, but no part-time employee shall receive leave credit or salary for days on which the employee would not be required to work.

8. Notwithstanding any restrictions on eligibility for a particular leave contained in this Agreement, if the statutes of this state require the District to authorize such a leave, the employee shall be deemed eligible for such leave.

E. Sick Leave

1. Eligibility: All contracted certificated employees except hourly.

2. Compensation: Full salary.

3. Provisions:

a. Full-time employees shall receive ten (10) days of sick leave yearly.

Certificated employees who are employed on less than a full-time basis shall accrue sick leave as follows:

$$\frac{10 \times \text{FTE Days Worked Per Week}}{5}$$

b. After ten (10) consecutive days of absence, an employee shall submit a "leave of absence" form to the Human Resources Office.

Proof of illness of the employee may be required if absences for the school year exceed twenty (20) days. The Associate Superintendent, Human Resources may require a written, signed certificate as proof of illness from a licensed medical practitioner.

In addition, if such leave privileges appear to be abused by repeated one or partial day absences, the Associate Superintendent, Human Resources or designee may require proof of illness including a licensed medical practitioner's verification of illness. Lack of satisfactory proof of illness shall result in a refusal to allow such time off to be charged to sick leave and will be considered unpaid leave.

- 1 c. Failure to give adequate notice of absence or intent to return to duty after such
2 absence may be grounds for disciplinary action.
3
4 d. The District may require a physical examination by a licensed physician, at District
5 expense, to confirm fitness to resume duties before the employee is eligible to return
6 to work.
7
8 e. Falsification of information may be grounds for disciplinary action. The employee
9 shall be notified within five (5) working days of his return when an absence is
10 questioned.
11

12 If after the five (5) days the site administrator has objectively substantiated evidence
13 that the employee has falsified the stated reasons for absence, the employee may be
14 required to respond to such evidence.
15

16 This does not preclude discussion between the site administrator and the employee
17 concerning the stated reasons for absence.
18

- 19 f. Teachers will be able to donate up to five days of sick leave per year to other
20 bargaining unit members who are determined to be terminally ill, or are suffering
21 from an illness that could prove terminal, once the ill teacher's sick leave has been
22 exhausted. This provision is not subject to District approval or limitation by site.
23

- 24 g. A spouse, child, sibling or parent may donate an unlimited number of their sick
25 leave days to said relative.
26

- 27 h. A bargaining unit member may donate up to five (5) sick leave days per school year
28 to another bargaining unit member. The bargaining unit member's use of such days
29 shall be subject to the following conditions/limitations:
30

31 The receiving bargaining unit member must exhaust his or her available
32 sick leave and is not eligible for other types of leaves including
33 catastrophic leave prior to receiving an annual donation of sick leave days.
34

35 Donated sick leave shall not be used for recreation, holidays, vacation, or
36 to extend weekends.
37

38 The maximum amount of leave that may be received and used by a
39 bargaining unit member is 30 days in a 3-school year period.
40

41 The District may prohibit receipt of such leave if there is suspected abuse
42 of sick leave.
43

44 F. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household
45

- 46 1. Eligibility: All contracted certificated employees except hourly.
47
48

2. Maximum Time Five (5) days for one illness.
Limit:

3. Compensation: Full salary.

4. Provisions:

An employee's absence for serious illness or hospital confinement of a member of the immediate household of the employee shall be charged, at the election of the employee, against accumulated sick leave without loss of pay. Such leave shall not exceed five (5) days for any one illness nor be for less than one-half (1/2) day.

Proof of illness of immediate family member may be required where absence exceeds five days. The Associate Superintendent, Human Resource or designee may require a written signed certification as proof of illness from a licensed medical practitioner.

After available "personal necessity" and "sick leave – illness or hospital confinement of member of immediate household" – have been exhausted, an additional five days of available sick leave may be taken at full pay (implementation 2003-04).

Members of the immediate family are defined as follows:

a. ~~husband, wife~~, a Spouse;

b. Registered domestic partner;

c. Natural, step, foster, or in-law: mother, father, sister, brother, son, daughter, uncle, aunt, ~~mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step-parent, step-child, domestic partner or any; or~~

d. A relative of either spouse/domestic partner living in the immediate household of the employee.

G. Industrial Accident or Industrial Illness Leave

1. Eligibility: For employees as provided by law.

2. Maximum Time Sixty (60) work days.
Limit:

3. Compensation: Full salary.

4. Provisions:

Pursuant to the provisions of Education Code Sections 44984 and 45192, employees shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

a. The accident or illness shall have arisen out of and in the course of employment and shall be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Fund.

- 1 b. Allowable leave for each industrial accident or illness shall be for the number of days
2 of temporary disability not to exceed sixty (60) working days in any one fiscal year.
3
4 c. Allowable leave shall not be accumulated from year to year.
5
6 d. The leave under these rules and regulations shall commence on the first day of
7 absence.
8
9 e. When an employee is absent from duty due to industrial accident or illness, the
10 employee shall be paid such portion of the salary due for any month in which
11 absence occurs, as when added to the employee's temporary disability indemnity
12 under Division 4 or Division 4.5 of the Labor Code, shall result in payment to the
13 employee of not more than full salary.
14
15 f. Industrial accident or illness leave shall be reduced by one (1) day for each day of
16 authorized absence regardless of temporary disability indemnity award.
17
18 g. When an industrial accident or illness leave extends into the next fiscal year, the
19 employee shall be entitled to only the amount of unused leave due him for the same
20 illness or injury.
21
22 h. During any paid leave of absence, the employee shall endorse to the District the
23 temporary disability indemnity checks received due to his/her industrial accident or
24 illness. The District, in turn, shall issue the employee appropriate salary warrants in
25 payment of the employee's salary and shall deduct normal retirement and other
26 authorized contributions.
27
28 i. The benefits provided by these rules and regulations shall be applicable to
29 employees upon employment.
30
31 j. Any employee receiving benefits as a result of these rules and regulations shall,
32 during the period of injury or illness, remain within the State of California unless the
33 governing board authorizes travel outside of the state.
34
35 k. Upon termination of the industrial accident or illness leave, the employee shall be
36 entitled to the benefits provided for sick leave (Education Code Sections 44977,
37 44978, 44983) and his/her absence for such purpose shall be deemed to have
38 commenced on the date of termination of the industrial accident or illness leave,
39 provided that if the employee continues to receive temporary disability indemnity,
40 he/she may elect to take as much of his/her accumulated sick leave which, added to
41 his/her temporary disability indemnity shall result in payment to him/her of not more
42 than his/her full salary.
43

44 H. Bereavement Leave
45

- 46 1. Eligibility: All contracted certificated employees except hourly.
47
48

- 1 2. Maximum Time For spouse, registered domestic partner, parent, step-parent, child,
2 step-child, or if the
3 Limit: employee is the main caregiver, trustee of the estate or holds power
4 of attorney status, seven days will be granted for Bereavement
5 Leave. Verification of status may be required by the Human
6 Resources Office. For all others defined below in paragraph 4,
7 three work days, or five work days if travel is over 300 miles.

8
9 Bereavement leave is provided on a per person basis.

10
11 The bereavement leave will be used within a year.

- 12
13 3. Compensation: Full salary.

- 14
15 4. Provisions:

16
17 Others defined in this section include ~~mother in law, father in law, grandmother,~~
18 ~~grandfather, grandmother in law, grandfather in law, grandchild of employee or of the~~
19 ~~spouse of the employee, daughter in law, son in law, brother and sister of employee,~~
20 ~~brother and sister in law, aunt and uncle~~ "immediate family" as defined in Section F(4)
21 but not referenced in H(2) above.
22

23 Bereavement Leave may be extended through use of Personal Necessity Leave.

24
25 I. Sabbatical Leave

- 26
27 1. Requirements:

28
29 a. Status: Employee with permanent status.

30
31 b. Service:

- 32
33 1) Employees shall have rendered service in a certificated position or positions in
34 the District for at least seven (7) consecutive years preceding the beginning of
35 a leave. A minimum of 150 full-time equivalent days shall have been served
36 during each of such years, dated from the beginning of a semester. Only
37 service rendered subsequent to return from the most recent Sabbatical Leave or
38 subsequent to the most recent commencement of service is counted. Time
39 spent on a leave is not considered as a break in continuity of service but cannot
40 be included as part of the seven-year service except that the time spent on paid
41 military leave, on exchange leave, or federal grant leave for not more than one
42 (1) year may be included as part of the seven-year service requirement.

- 43 2) During the two (2) consecutive semesters immediately preceding the beginning
44 of the leave, the employee shall have served a minimum of 150 days in the
45 District or have been on military or federal grant leave during the two (2)
46 immediately preceding semesters.

- 47
48 3) The employee shall have served satisfactorily for the three (3) years of service

1 immediately preceding the period of the leave.

2
3 Note: When more requests for Sabbatical Leave are received than can be
4 granted, those with least priority shall be denied. Factors that shall be among
5 those considered in granting Sabbatical leaves shall include, but not be limited
6 to: compliance with application requirements, eligibility, value of the program
7 to the District, seniority in the District, length of leave--semester or year,
8 ability of District to finance leaves, whether leave has been previously granted.
9

10 c. The employee is obligated to serve two full years after they return from the
11 Sabbatical Leave.

12
13 d. Length of Leave:

14
15 Sabbatical Leaves shall be granted for no less than one (1) full semester nor for
16 more than one (1) full year.

17
18 e. Compensation:

19
20 An employee on Sabbatical Leave shall receive 50% of his/her basic salary.
21 (Retirement and health benefits shall be prorated to a maximum of 50%).
22

23 2. Request for Sabbatical Leave:

24
25 A preliminary request for Sabbatical Leave should be filed in the office of the ~~building~~
26 ~~principal~~ site administrator by October 15 for leaves to begin September 1 of the
27 following year. Final plans shall be submitted to the Associate Superintendent, Human
28 Resources by November 1. Applications received after November 1 shall not be given
29 consideration. If the leave is to begin the second semester of the next school year, the
30 preliminary request should be submitted no later than March 1, and the final plans May
31 1. Applications received after March 1 shall not be given consideration. Requests for
32 leave shall be submitted in writing and shall state the purpose for which the leave is to
33 be granted. If the leave is to be granted for study, the request shall indicate the location
34 of the proposed study, the major work to be undertaken, and how the proposed study
35 relates to the professional responsibilities of the teacher. If the leave is requested for
36 travel, the request shall indicate the total travel plan of the applicant together with the
37 relation of this travel plan to the applicant's professional responsibilities.
38

39 Not more than one percent (1%) of the employees in the unit shall be on Sabbatical
40 Leave at any time.
41
42

1 The District shall convene the Sabbatical Leave Committee no later than November 15.
2 Recommendations shall be submitted to the Superintendent no later than December 1.
3 The Superintendent shall consider the Committee's recommendation and submit
4 recommendations to the Board of Education. The Board's decision shall be final. A
5 reasonable effort shall be made to present recommendations to the Board of Education
6 no later than the December meeting of the Board.

7
8 3. Sabbatical Leave Committee:
9

10 The Sabbatical Leave Committee shall consist of at least five (5) full-time certificated
11 employees; each member of the Committee shall have had a Sabbatical Leave. In the
12 event there are not a sufficient number of such persons available, additional members
13 shall be appointed by the Superintendent as needed and be representative of both
14 elementary and high school. The Sabbatical Leave Committee shall act as an advisory
15 committee on Sabbatical Leaves and recommend leaves to the Superintendent.
16 Members of the Committee shall serve a period of two (2) years and be eligible for
17 reappointment only once in five (5) years after the expiration of the term of office.
18

19 4. After Sabbatical Leave:
20

21 The District shall accord good faith consideration to employee preferences relating to
22 work site for employees returning at the expiration of a Sabbatical Leave.
23

24 5. Retirement:
25

26 Sabbatical Leaves shall count toward retirement, and full retirement contributions shall
27 be deducted from warrants in the usual manner.
28

29 6. Types of Sabbatical Leaves:
30

- 31 a. Leave for Travel: Travel shall constitute a planned program involving a substantial
32 portion of the year of leave. Such travel shall have educational value as its purpose.
33 A complete plan for such travel shall be submitted with the original application for
34 leave. Evidence of travel experiences shall be presented upon return to the District.
35 Such evidence may include, but not be limited to personal photographs, slides, and
36 other materials, including passport documents.
37
38 b. Approved Study: An approved study leave is one during which the employee
39 pursues a program of upper division or graduate study in residence (not
40 correspondence courses) in an accredited institution of higher learning including
41 foreign universities. The courses shall relate to the present or prospective service of
42 the employee or shall qualify him/her for a needed credential or higher degree. The
43 courses shall be completed and credited within the leave period. The completion of
44 previous incomplete courses and/or the completion of work after the end of the
45 leave period cannot be used to fulfill sabbatical obligations.
46
47

1 c. Work Sabbatical: An approved work leave is one in which the employee is
2 employed in an occupation related to a teaching assignment and works full or part-
3 time in the location of the temporary employer. A specific work plan shall be
4 cooperatively developed by employer and school employee. A commitment shall
5 be required from the temporary employer specifying acceptance for the period of
6 the Work Sabbatical. The temporary employer shall pay the remaining 50% of
7 salary for the period employed. Total payment would not exceed the amount
8 prescribed by the current salary schedule. The District may request the temporary
9 employer to complete an evaluation. The District may conduct periodic evaluation
10 of the employee and the work assignment.

11
12 d. Combination: Requests may be made for Sabbatical Leave combining study, travel,
13 and/or work.
14

15 7. Failure to Complete Leave:

16
17 If a Sabbatical Leave cannot be completed for some unforeseen reason or circumstance
18 beyond the employee's control, partial compensation may be obtained only if a
19 significant portion of the original purpose of the leave has been accomplished. If
20 compensation is allowed, it shall be on a prorated basis according to the portion of the
21 requirements of the leave completed. Under special circumstances, the Sabbatical Leave
22 Committee may recommend other projects in lieu of travel or study.
23

24 8. Change of Plan:

25
26 Type of Sabbatical Leaves may be combined to one (1) semester or in separate
27 semesters or in quarters.
28

29 9. Time for Study and Travel:

30
31 Sabbatical obligations shall be pursued during the period of the leave. Summer travel or
32 study or work does not fulfill Sabbatical Leave obligations.
33

34 10. Status Report:

35
36 An employee on Sabbatical Leave shall keep the Associate Superintendent, Human
37 Resources informed of his/her mailing address during such leave.
38

39 11. Final Report:

40
41 Each employee shall submit a ~~typewritten~~ final report to the Human Resources Office.
42

43 a. For a study leave, the report shall include a brief description of the courses
44 completed and their professional implications.
45

46 Note: For leaves involving college or university credit, an up-to-date
47 transcript shall be filed with the Human Resources Office no later
48 than September 1.

1 b. For travel leave, the report should be 1,500 or more words and include a description
2 of places visited and an evaluation of the experiences significant to the employee as
3 an educator.

4
5 c. For work leave, the report shall summarize the relevant work experience and its
6 implications for the employee's professional responsibilities.
7

8 12. Completion of Leave:
9

10 For an academic year sabbatical, the sabbatical final report should be filed by the
11 following December 1st. Half-year sabbatical leave reports should be filed within two
12 (2) months after the final date of the Sabbatical Leave. Payment for services rendered
13 after return to duty cannot be made until either:
14

15 a) The final report is submitted and approved by the Superintendent, or
16

17 b) The employee submits a statement asserting intention not to fulfill the leave
18 requirements, in which case no compensation may be paid for the leave and any
19 compensation received since inception of the Sabbatical Leave must be returned.
20

21 13. The Board may require that the employee furnish a suitable bond indemnifying the
22 Governing Board and the District against loss in the event the employee fails to render at
23 least two (2) years of service following the return of the employee from leave of
24 absence.
25

26 14. Payment:
27

28 Salary for Sabbatical Leave shall be paid in the same manner as if the employee were
29 rendering service in the District from which the Sabbatical Leave is taken upon the
30 furnishing by the employee of a suitable bond indemnifying the Governing Board and
31 said District against loss in the event the employee fails to return and render at least two
32 (2) years' service immediately following the Sabbatical Leave provided the employee
33 submitted, prior to such salary payment, a statement in accordance with procedures
34 established by the Superintendent showing compliance with the conditions of the
35 Sabbatical Leave Agreement. Such bond shall be released in the event the failure of the
36 employee to return and render such two (2) years' service is caused by the death or
37 physical or mental disability of the employee. If the governing board finds and by
38 resolution declares that the interests of the District will be protected by written
39 agreement of the employee to return to the service of the District and render the agreed
40 upon period of service therein following his/her return from the leave, the governing
41 board, in its discretion, may waive the furnishing of the bond and pay the employee on
42 leave in the same manner as though a bond is furnished.
43

44 15. Incomplete Sabbatical Leaves:
45

46 a. Due to Injury or Illness: Subject to Section D, paragraph 3 of this Article,
47 interruption of a Sabbatical Leave Program caused by serious injury or illness shall
48 not be considered a failure to fulfill the conditions upon which such leave was

granted nor shall interruption affect the amount of compensation to be paid under the terms of the leave agreement provided:

- 1) Notification as soon as practicable of injury or illness during Sabbatical Leave is given to the Superintendent by means of registered or certified letter, and
- 2) Written evidence verifying the fact that the interruption of the program was due to serious injury or illness is filed promptly with the Human Resources Division.

- b. Due to Other Causes: An employee who fails to complete all the requirements of the Sabbatical Leave due to serious illness in the family or other causes beyond his/her control may receive compensation on a prorated basis if a significant portion of the requirement is complete.

For an incomplete Sabbatical Leave originally approved for one year, fractional portions of requirements completed may be one-fourth (1/4), one-half (1/2), or three-fourths (3/4).

The completion of the fractional portion of the requirements shall have been accomplished during the particular period for which the Sabbatical Leave was authorized and prior to return to active duty or prior to the beginning of a leave immediately following the sabbatical leave.

J. Military Leave

1. Eligibility: All employees.
2. Maximum Time Limit: Duration of military obligations.
3. Compensation: As required by law.
4. Provisions:

In the case of a probationary employee, absence shall not count as part of the service credit to attain permanent status. Absence shall not constitute a break in service. Credit is granted toward advancement on the salary schedule while on military leave if the employee returns within six (6) months of honorable discharge. Employees shall submit applications as soon as practicable.

K. Community Service Leave

1. Eligibility: All contracted certificated employees except hourly.
2. Maximum Time Limit: Three (3) work days.

1 3. Compensation: Full salary.

2
3 4. Provisions:

4
5 a) An employee who holds a responsible position as an officer in a local community
6 group or organization is elected to represent this organization in a regional, state,
7 national, or world conference, that individual may be granted at least one (1) leave
8 of absence during the school year not to exceed a total of three (3) days to attend
9 this conference as an official representative of his/her community organization
10 without loss of pay.

11
12 b) Attendance at such a conference shall be verified by travel or hotel receipts,
13 program, or other appropriate evidence of participation.

14
15 c) Upon return, the employee shall verify in writing attendance at the conference for
16 the period of leave and that the employee was not reimbursed or entitled to
17 reimbursement for any loss of salary.

18
19 L. Jury Duty

20
21 1. Eligibility: All contracted certificated employees except hourly.

22
23 2. Maximum Time Duration of duty.
24 Limit:

25
26 3. Compensation: Full salary (if fees paid by the court are endorsed to the District).

27
28 4. Provisions:

29
30 a) The District shall grant leaves of absence with pay for jury duty. Any fees paid for
31 jury duty shall be endorsed to the District.

32
33 b) Employees called for jury duty shall notify their ~~building principal site~~
34 administrator immediately upon receipt of the jury summons. Notification of return
35 shall be as soon as possible.

36
37 M. Personal Partial-Paid Leave

38
39 1. Eligibility: All contracted certificated employees except hourly.

40
41 2. Maximum Time Five (5) working days in any school year.
42 Limit:

43 3. Compensation: Regular salary less the approved daily substitute rate.

44
45 4. Provisions:

46
47 a) Leave request shall be submitted through the principal to the Associate
48 Superintendent, Human Resources.

b) Such leave may be granted for personal business that can be performed only during school hours.

c) Examples of exclusion from such leave are:

1) Accompanying spouse on vacation.

2) Recreation.

N. Personal Necessity Leave

1. Eligibility: All contracted certificated employees except hourly.
2. Maximum Time Limit: Seven (7) working days per academic year.
3. Compensation: Full salary to the extent that accumulated sick leave is available. Otherwise, employees are not eligible for this leave.
4. Provisions:

Personal Necessity Leave is defined as an activity that is unavoidable and cannot be taken care of at any time other than during the regularly scheduled teaching day. Up to seven (7) accumulated sick leave days may be used by the employee for personal necessity with notification but without advance permission, at the teacher's discretion.* Personal Necessity Leave shall not be used for recreation, extending weekends, holidays or vacation.

*Advance approval shall be required during periods of work stoppages, sickouts or other concerted activities.

O. Long Term Illness Leave

1. A Long Term Illness Leave may be granted an employee upon written verification from the personal physician that illness or accident shall keep the employee from duty for a definite period of time.
2. The employee shall receive regular salary until expiration of accumulated sick leave.
3. This leave, including accumulated sick leave and the five month differential pay periods shall run consecutively.
4. The five month period for which an employee is entitled by statute to the difference between his/her salary and the approved per diem pay of a substitute teacher shall include any period of illness for which the employee is required to use his/her accumulated sick leave.

- 1 5. When sick leave is exhausted and differential pay is being utilized, the employee shall
2 submit a leave of absence form with a medical practitioner's note confirming their
3 illness. If an employee fails to submit the leave of absence form and physician's note
4 upon return to service, the employee will be docked their daily rate for the number of
5 days absence they collected differential pay.
6
- 7 6. For any portion of the five months remaining after expiration of accumulated sick leave
8 (less ten (10) days allowed for current year) the employee shall receive only the
9 difference between his/her salary and the approved per diem pay of the substitute
10 teacher. However, if a replacement teacher is employed on contract to fill the position,
11 the employee shall receive the difference between his/her regular salary and Column I,
12 Step I of the approved salary schedule at the expiration of accumulated sick leave.
13
- 14 7. An employee shall not be provided more than one, five month differential pay period
15 per illness or accident. However, if a school year terminates before the five month
16 differential pay period is exhausted, the employee may take the remainder of the five
17 months' differential pay in the subsequent school year.
18
- 19 8. The District may require a physical examination at District expense to confirm fitness
20 to resume duties by a mutually acceptable medical practitioner before the employee is
21 eligible to return to work.
- 22 9. No gainful employment may be undertaken while on Long Term Illness Leave.
23
- 24 10. This section applies to all contracted certificated employees, except hourly.
25

26 P. Absence in Excess of Earned Sick Leave and Differential Pay
27

- 28 1. When an employee is absent because of illness, quarantine or is on non-industrial
29 accident leave and has exhausted his/her accumulated sick leave and five months
30 differential pay, he/she may take a personal unpaid leave for up to one year. If the
31 employee does not return to work after the leave, he/she will be placed on a 39-month
32 re-employment list if he/she is a permanent employee and a 24-month re-employment
33 list if he/she is a probationary employee. Employees returning from unpaid personal
34 leave will be placed in available teaching positions based on the needs of the District.
35
- 36 2. In the event of personal leave granted as a result of illness, quarantine, or non-industrial
37 accident occurring under the provisions of this regulation, the employee, if permitted by
38 the carrier, is entitled to the opportunity to continue coverage under the District medical
39 insurance plan by personally paying premiums pursuant to forms and procedures
40 established by the District.
41
- 42 3. In consultation with the employee, the District may require a physical examination
43 by a licensed physician, at District expense, to confirm fitness to resume duties before
44 the employee is eligible to return to work.
- 45 4. This section applies to all contracted certificated employees, except hourly.
46

47 Q. Personal Leave
48

- 49 1. Eligibility: All contracted certificated employees except hourly.

2. Maximum Time Limit: One (1) academic year or remainder thereof.
3. Compensation: No salary.
4. Provisions:
 - a. Employees shall be granted a leave of absence for personal reasons not to exceed one (1) academic year or remainder of current year.
 - b. Personal Leave shall be for reasons not covered by other leaves and shall be in the best interest of the District.
 - c. Requests for Personal Leave shall be submitted to the Associate Superintendent, Human Resources through the principal. Requests for Personal Leave for one year must be submitted thirty (30) days before the beginning of the academic year, if practicable.
5. Personal Leave will not be granted to employees to engage in employment outside the District with another school district.
6. The District retains the right to terminate employment if the employee is found to be employed outside the District with another school district during the regular workday while on Personal Leave.

R. Peace Corps Leave/Americorps

1. Eligibility: All ~~tenured~~ permanent status certificated employees.
2. Maximum Time Limit: Two academic years.
3. Compensation: No salary.
4. Provisions:
 - a. A Peace Corps Leave/Americorps may be granted to any ~~tenured~~ permanent status certificated employee to serve as a Peace Corps employee in any state, territory, or possession of the United States or foreign country.
 - b. The employee shall have rendered service for at least three (3) years immediately preceding the leave and shall be obligated to return to the District for at least two (2) years following service in the Peace Corps/Americorps.
 - c. As soon as practicable, the employee shall submit a request in writing to the ~~principal~~ site administrator; such request shall state the duration and location of the leave.
 - d. Peace Corps/Americorps Leave is limited to one (1) per certificated employee and the Board of Education reserves the right to limit the number of participants in any

semester or year.

- e. Time spent on Peace Corps/Americorps Leave counts as service for salary step advancement. A minimum of ten (10) months or equivalent calendar days employment with Teachers Corps shall receive one step advancement.

S. Teacher Corps Leave

1. Eligibility: All ~~tenured~~ permanent status certificated employees.
2. Maximum Time Limit: One academic year unless extended for one additional year by approval of the Board of Education.
3. Compensation: No salary.
4. Provisions:
 - a. A Teacher Corps Leave of Absence may be granted to any ~~tenured~~ permanent status certificated employee to serve as a teacher in the Teacher Corps in any state, territory, or possession of the United States or foreign country.
 - b. The employee shall have rendered service for at least three (3) years immediately preceding the leave and shall be obligated to return to the District for at least two (2) years following service in the Teacher Corps.
 - c. As soon as practicable, the employee shall submit a request in writing to the ~~building principal~~ site administrator, such request shall state the duration and location of the leave.
 - d. Teacher Corps Leave is limited to one (1) per certificated employee and the Board of Education reserves the right to limit the number of participants in any semester or year.
 - e. Time spent on Teacher Corps leave counts as service for salary step advancement. A minimum of ten (10) months or equivalent calendar days employment with Teachers Corps shall receive one step advancement.
 - f. Service in Teacher Corps shall not count toward the seven (7) years requirement for Sabbatical Leave; however, Teacher Corps Leave shall not constitute a break in service for salary purposes.
 - g. If the State Teachers Retirement System permits service in the Teacher Corps to count toward state retirement, the employer agrees to perform the administrative tasks required by STRS in order for the employee to obtain such credit.

T. Organization Leave

1. Eligibility: All ~~tenured~~ permanent status certificated employees.

- 1 2. Maximum Time One academic year. May be renewed annually during
2 Limit: incumbency by the Board of Education.
3
4 3. Compensation: No salary.
5
6 4. Provisions:
7
8 a. An Organization Leave of Absence may be granted to a ~~tenured~~ permanent status
9 certificated employee to enable the employee to serve as an elected official of a
10 recognized professional educational or employee organization and for the sole
11 purpose of discharging the duties of such office.
12
13 b. Time spent on Organization Leave counts as service for salary step advancement.
14 No credit is allowed for any other benefits.
15

16 U. Legislative Leave

- 17
18 1. Eligibility: All ~~tenured~~ permanent status certificated employees.
19
20
21 2. Maximum Time One academic year. May be renewed annually during
22 Limit: incumbency by the Board of Education.
23
24 3. Compensation: No salary.
25
26 4. Provisions:
27
28 a. A Legislative Leave may be granted to any ~~tenured~~ permanent status certificated
29 employee to serve on an elective position in the city, county, state or federal
30 government and for the performance of any official duties connected therewith.
31
32 b. No salary or fringe benefit shall be paid by the District during the leave.
33
34 c. Time spent on Legislative Leave counts as service for salary step advancement.
35 No credit is allowed for any other benefits.
36
37 d. Requests for Legislative Leave shall be submitted as soon as practicable.
38

39 V. Association Leave

- 40
41 1. Eligibility: Three (3) persons designated by the Association except
42 home teachers, hourly independent study teachers, substitute
43 teachers, summer school, and adult school teachers.
44
45 2. Maximum Time One (1) academic year.
46 Limit:
47 3. Compensation: Full salary and fringe benefits.
48

1 4. Provisions:

- 2
- 3 a. The District shall grant up to three leave requests each year. The leave shall be
- 4 submitted, in writing, to Associate Superintendent, Human Resources by May 15 of
- 5 the preceding academic year.
- 6
- 7 b. Three (3) full-time equivalent shall be the maximum amount of leave available to
- 8 the Association each school year.
- 9
- 10 c. The Association shall reimburse the District the actual cost for all compensation
- 11 paid to the employee, including retirement and fringe benefits.
- 12
- 13 d. Leave shall be taken for the entire academic year.
- 14
- 15 e. If leave is taken on less than a full-time basis, the employee shall be responsible for
- 16 non-classroom duties in the same proportion as the time spent teaching is to normal
- 17 teaching load.
- 18
- 19 f. A plan shall be submitted detailing the employee's work schedule and the manner
- 20 in which non-instructional duties are to be performed. Such plan shall be approved
- 21 by the principal and the District before the leave is granted.
- 22
- 23 5. In addition to the above, Association Leave may be granted by the District to an
- 24 individual for Association business on a short-term basis. This leave requires prior
- 25 approval by the District. The Association shall reimburse the District for the actual
- 26 cost of the substitute plus fringe benefits paid by the District.

27

28 W. Pregnancy Disability Leave

29

- 30 1. Eligibility: All contracted certificated female employees except hourly.
- 31
- 32 2. Maximum Time Length of disability.
- 33 Limit:
- 34
- 35 3. Compensation: Full salary--charged to accumulated sick leave.
- 36
- 37 4. Provisions:
- 38
- 39 a. Absence under Pregnancy Disability Leave shall be for disabilities caused or
- 40 contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
- 41
- 42 b. Leave shall commence on the date the physician certifies that the employee is
- 43 medically unable to work. The District shall be given notice as soon as practicable.
- 44
- 45 c. A statement in writing attesting to the condition of pregnancy shall be submitted by
- 46 the personal physician of the employee at the time the request is submitted for a
- 47 leave of absence for pregnancy disability. Such requests shall be received as soon
- 48 as practicable prior to commencement of the leave.

d. The leave shall terminate when the employee's physician certifies that the employee is medically able to return to work. Notice of return to work shall be given as soon as practicable.

e. When the absence extends beyond accumulated sick leave, the employee shall receive the difference between regular salary and the amount paid to a substitute for the length of time the employee is entitled by statute for such pay.

X. Child Care Leave

1. Eligibility: All contracted certificated employees except hourly.

2. Maximum Time Limit: One (1) academic year.

3. Compensation: No salary.

4. Provisions:

a. Employees shall be granted a Child Care Leave for the purpose of childbearing or childrearing.

b. If leave is requested for childbearing:

1) Pregnancy shall be confirmed in writing by the employee's personal physician.

2) With District approval, leave may commence at any time between the physician's confirmation of pregnancy and one year after the child is born.

c. If leave is requested for childrearing, the District may grant an employee such leave as a result of de facto or de jure custody of a child four (4) years of age or less.

Y. Job Sharing

1. Eligibility: Permanent elementary classroom teachers (grades TK-6 only); ~~provided, however, a kindergarten class is not subject to being shared.~~ Maximum number of shared assignments will be fifteen (15). ~~No more than two shared assignments per site.~~

2. Maximum Time Limit: One year at a time. Must be approved by Associate Superintendent, Human Resources yearly, prior to ~~June 30~~ January 31 for the following year. If disapproved, the Associate Superintendent, Human Resources will, upon written request by the employees, provide the reasons in writing.

3. Compensation: ~~One-half~~ Prorated salary and ~~full~~ medical benefits in accordance with Article X Health and Welfare Benefits, Section B. One step for every two years of service towards salary advancement if

1 teacher serves in a .50 FTE or greater assignment and works at
2 least 75% of the teacher's scheduled assigned days. A teacher
3 serving in a 40% assignment shall earn one step for every 4 years
4 of service if the teacher works at least 75% of the teacher's
5 scheduled assigned days.
6

7 4. Provisions:
8

9 Two permanent teachers may jointly file a request for a 50% leave of absence each or
10 60% and 40% leave, based upon a desire to share a grade ~~4~~TK-6 teaching assignment
11 or a school year, provided:
12

- 13 a) If two teachers want to share an assignment, they shall file a request with the
14 District Human Resources Office by ~~May~~ December 15 in the school year prior to
15 the leave. The request shall be submitted on the appropriate leave of absence form.
16 By May 1st of the school year prior to the leave, the employees participating in the
17 job share shall submit work calendar(s) as needed which identify the number of
18 service days, collaboration, site staff development days and District-wide staff
19 development days each teacher proposes to attend.
20
21 b) If either of the teachers who have agreed to share an assignment is unable to
22 complete the obligation, the other teacher will assume the responsibility of the
23 full-time assignment.
24
25 c) When the two teachers ~~choose to go back~~ elect to return to ~~100% positions~~ 1.0 FTE
26 assignments, the District will place the teachers in ~~positions~~ assignments that are as
27 alike as possible to their last ~~100% positions~~ 1.0 FTE assignments.
28
29 d) Report cards and progress reports will be completed by both teachers.
30 e) Parent conferences will be attended by both teachers.
31
32 f) Back to School Night and Open House will be attended by both teachers.
33
34 g) Teachers may substitute for each other. Substitute service shall not count toward
35 satisfying the minimum requirement of service days for salary advancement.
36
37 h) Both teachers will teach together the first two days of the school year. Each teacher
38 will be given one full day sub to compensate them for this time.
39
40 i) Faculty Meetings – The afternoon teacher will communicate information to the a.m.
41 teacher. Both teachers will attend if necessary, by prior arrangement.
42
43 j) In-services or staff development activities will be attended by the appropriate
44 teacher, or both teachers.
45
46 k) Each teacher will teach the full day on alternate minimum days.
47
48

1 Z. Family Care Leave

2
3 This leave shall be granted in addition to other leaves in the contract.

4
5 1. Eligibility: Full-time certificated employees or an employee that has been
6 been employed for at least 12 months and has been employed for
7 at least 1,250 hours of service during the 12 month period
8 immediately preceding the commencement of the leave.
9

10 2. Maximum Time A total of twelve (12) workweeks in any 12-month period.
11 Limit:

12
13 3. Compensation: Under CFRA, eligible employees (those who have worked for
14 the District for at least 12 months) who have exhausted their sick
15 leave who wish to receive time off for “child bonding” following
16 the birth, adoption or foster care placement of their child, such
17 time off shall be at the differential rate of pay. Such differential
18 pay shall not take effect until all other available leaves are
19 exhausted and the total time off for “child bonding” shall not
20 exceed 12 weeks within any 12 month period. Otherwise, No
21 salary except as authorized pursuant to paragraph 4.d.
22

23 4. Provisions:

24
25 a. The District shall grant a request by any eligible employee who meets all
26 requirements of this section, and who is eligible for other benefits, to take up to a
27 total of twelve (12) workweeks in any 12-month period for family care and medical
28 leave. Family care and medical leave requested pursuant to this subdivision shall
29 not be deemed to have been granted unless the District provides the employee, upon
30 granting the leave request, a guarantee of employment in the same or a comparable
31 position upon the termination of the leave.

32 b. For purposes of this section:

33
34 1) “Child” means a biological, adopted, or foster child, a stepchild, a legal ward
35 or a child of a person standing in loco parentis who is either of the following:

36
37 (a) Under 18 years of age.

38
39 (b) Age 18 or older and incapable of self-care because of a mental or
40 physical disability.
41

42 2) “Family care” means one of the following:

43
44 (a) Leave for reason of the birth of a child of the employee and to care for the
45 newborn child, the placement of a child with an employee in connection with
46 the adoption or foster care of the child by the employee, or the serious health
47 condition of a child of the employee.
48

- (b) Leave to care for a parent or spouse who has a serious health condition.
- (c) Leave because of an employee's own serious health condition that makes the employee unable to perform the functions of the position of the employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
- 3) "Employment in the same or a comparable position" means employment in a position that has the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave.
- 4) "Health care provider" means either of the following:
- (a) An individual holding either a physician's and surgeon's certificate issued pursuant to Article 4 (commencing with Section 200) of Chapter 5 of Division 2 of the Business and Professions Code, an osteopathic physician's and surgeon's certificate issued pursuant to Article 4.5 (commencing with Section 2099.5) of Chapter 5 of Division 2 of the Business and Professions Code, or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction who directly treats or supervises the treatment of the serious health condition.
- (b) Any other person determined by the United States Secretary of Labor to be capable of providing health care services under the Federal Family and Medical Leave Act of 1993 and its implementing regulations.
- 5) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- 6) "Serious health condition" means an illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent or spouse of the employee that involves either of the following:
- (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility.
- (b) Continuing treatment or continuing supervision by a health care provider.
- c. The District shall not be required to pay an employee for any leave taken pursuant to subdivision a., except as required by subdivision d.
- d. An employee taking a leave permitted by subdivision a. may elect, or the District may require, the employee to substitute for leave allowed under subdivision a., any of the employee's accrued vacation leave or other accrued time off during this period or any other paid or unpaid time off negotiated with the District. If an employee takes a leave because of the employee's own serious health condition,

1 the employee may also elect, or the District may also require, the employee to
2 substitute accrued sick leave during the period of the leave. However, an employee
3 shall not use sick leave during a period of leave to care for a child, parent, or spouse
4 with a serious health condition unless mutually agreed to by the District and the
5 employee. The use of the employee's accrued vacation leave or other accrued time
6 off, including any accrued sick leave, shall run concurrently with and count towards
7 the leave permitted by subdivision a.
8

- 9 e. During any period that an eligible employee takes leave pursuant to subdivision a.
10 or takes leave that qualifies as leave taken under the Federal Family and Medical
11 Leave Act of 1993 (FMLA), the District shall maintain and pay for coverage under
12 a "group health Plan," as defined in Section 5000(b) (a) of the Internal Revenue
13 Code of 1986, for the duration of the leave, not to exceed 12 workweeks in a 12-
14 month period, commencing on the date leave taken under the FMLA commences, at
15 the level and under the conditions coverage would have been provided if the
16 employee had continued in employment continuously for the duration of the leave.
17 Nothing in the preceding sentence shall preclude the District from maintaining and
18 paying for coverage under a "group health plan" beyond 12 workweeks. The
19 District may recover the premium that the District paid as required by this
20 subdivision for maintaining coverage for the employee under the group health plan
21 if both the following conditions occur:
22

23 1. The employee fails to return from leave after the period of leave
24 to which the employee is entitled has expired. An employee is
25 deemed to have "failed to return from leave" if he/she works less
26 than 30 days after returning from leave.
27

28 2. The employee's failure to return from leave is for a reason other
29 than the continuation, recurrence or onset of a serious health
30 condition that entitles the employee to leave under subdivision a.
31 or other circumstances beyond the control of the employee.

- 32 f. Any employee taking leave pursuant to subdivision a. shall continue to be entitled
33 to participate in employee health plans for any period during which coverage is not
34 provided by the District under paragraph e. Any employee taking leave pursuant to
35 subdivision a. shall be entitled to participate in employee benefit plans, including
36 life, short-term or long-term disability or accident insurance, pension and retirement
37 plans, and supplemental unemployment benefit plans to the same extent and under
38 the same conditions as apply to an unpaid leave taken for any purpose other than
39 those described in subdivision a. In the absence of these conditions, an employee
40 shall continue to be entitled to participate in these plans, and in the case of health
41 and welfare employee benefit plans, including life, short-term or long-term
42 disability or accident insurance, or other similar plans, the District may, at its
43 discretion, require the employee to pay premiums, at the group rate, during the
44 period of leave, or other accrued time off, or any other paid or unpaid time off
45 negotiated with the District, as a condition of continued coverage during the leave
46 period. However, the nonpayment of premiums by an employee shall not constitute
47 a break in service, for purposes of longevity, seniority under any collective
48 bargaining agreement, or any employee benefit plan.

For purposes of pension and retirement plans, the District shall not be required to make plan payments for an employee during the leave period, and the leave period shall not be required to be counted for purposes of time accrued under the plan. However, an employee covered by a pension plan may continue to make contributions in accordance with the terms of the plan during the period of the leave.

- g. During a family care and medical leave period, the employee shall retain employee status with the District, and the leave shall not constitute a break in service, for purposes of longevity, seniority under the collective bargaining agreement, or any employee benefit plan. An employee returning from leave shall return with no less seniority than the employee had when the leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits.
- h. If the employee's need for a leave, pursuant to this section, is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.
- i. The District may require that an employee's request for leave to care for a child, spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:
 - 1. The date on which the serious health condition commenced.
 - 2. The probable duration of the condition.
 - 3. An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring care.
 - 4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
- j. Upon expiration of the time estimate by the health care provider in paragraph i., the District may require the employee to obtain recertification in accordance with the procedure provided in paragraph i., if additional leave is required.
- k. The District may require that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by his or her health care provider. That certification shall be sufficient if it includes all of the following:
 - 1. The date on which the serious health condition commenced.

1 2. The probable duration of the condition.

2
3 3. A statement that, due to the serious health condition, the employee
4 is unable to work at all or is unable to perform any one or more of
5 the essential functions of his or her position.

6
7 The District may require that the employee obtain subsequent recertification
8 regarding the employee's serious health condition on a reasonable basis if
9 additional leave is required.

10
11 In any case in which the District has reason to doubt the validity of the certification
12 provided pursuant to this section, the District may require, at the District's expense,
13 that the employee obtain the opinion of a second health care provider, designated or
14 approved by the District. The health care provider designated or approved shall not
15 be employed on a regular basis by the District.

16
17 In any case in which the second opinion differs from the opinion in the original
18 certification, the District may require at the District's expense, that the employee
19 obtain the opinion of a third health care provider, designated or approved jointly by
20 the District and the employee. The opinion of the third health care provider shall be
21 considered to be final and shall be binding on the District and the employee.

22
23 The District shall provide the employee with a copy of the second and third medical
24 opinions, where applicable, without cost, upon the request of the employee.

25
26 As a condition of an employee's return from leave taken because of the employee's
27 own serious health condition, the District may require the employee to obtain
28 certification from his or her health care provider that the employee is able to resume
29 work. Nothing in this paragraph shall supersede other sections of this collective
30 bargaining agreement that govern the return to work of that employee.

- 31
32 1. These leave of absence provisions shall be construed as separate and distinct from
33 those of Government Code Section 12945.
34
35 m. Leave provided for pursuant to this section may be taken in one or more periods.
36 The 12-month period during which 12 workweeks of leave may be taken under this
37 section shall run concurrently with the 12-month period under the FMLA and shall
38 commence the date leave taken under the FMLA commences.
39
40 n. In any case in which both parents entitled to leave under subdivision a. are
41 employed by the District, the District shall not be required to grant leave in
42 connection with the birth, adoption, or foster care of a child that would allow the
43 parents' family care and medical leave totaling more than the amount specified in
44 subdivision a.
45
46 o. Notwithstanding subdivision a., the District may refuse to reinstate an employee
47 returning from leave to the same or a comparable position if all of the following
48 apply:

1. The employee is a salaried employee who is among the highest paid 10 percent of the District's employees.
2. The refusal is necessary to prevent substantial and grievous economic injury to the operations of the District.
3. The District notifies the employee of the intent to refuse reinstatement at the time the employer determines the refusal is necessary under subparagraph o.2.

In any case in which the leave has already commenced, the District shall give the employee a reasonable opportunity to return to work following the notice prescribed by subparagraph o.3.

- p. Leave taken by an employee pursuant to this section shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act of 1993 (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. The aggregate amount of leave taken under this section or the FMLA, or both, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions, shall not exceed 12 workweeks in a 12-month period. An employee is entitled to take, in addition to the leave provided for under this section and the FMLA, the leave provided for in Government Code Section 12945, if the employee is otherwise qualified for that leave.

Family Care Leave for the Families of Covered Service Members:

Pursuant to law, the District shall grant family care leave for the employee of a covered service member as follows:

- a) Leave due to a qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- b) Leave because the employee is a spouse, child, parent or next of kin of a covered service-member with a serious injury or illness.

A.A. Willie Brown Pre-Retirement Leave

1. The District will provide a plan by (Willie Brown Pre-Retirement) which employees who are preparing to retire may reduce their workload to half-time at grades K-12 and/or to 60% at grades 7-12, pursuant to Education Code Section 44922. Education Code Section 44922 is incorporated by reference as it exists on the date of ratification of this Agreement.
 - a. At grades 7-12, teachers may opt to work 60% (three classes) in the fall, three classes in the Spring) or 50% work fall semester only.

- 1 b. At the 7-8 and 9-12 level, teachers may opt to work three classes in the fall
2 semester and two classes in the spring semester in order to qualify.
3
4 2. The District and Association shall further develop any other regulations necessary
5 to implement this plan.
6
7 3. Employees who elect to enter this program may work half-time (.5 FTE at grades
8 K-12 and/or to 60% at grades 7-12). In such case both the District and the
9 employee shall continue to make contributions to STRS (State Teachers
10 Retirement System) as if the employee was working full-time (1.0 FTE).
11
12 4. Teachers will receive salary advancement equivalent to one year on the salary
13 schedule for every year on Willie Brown.
14
15 5. An employee may participate in this program up to five (5) years at which time
16 he/she must retire.
17
18 6. Once an employee has entered this program he/she may return to a full-time
19 assignment only by mutual agreement with the District.
20
21 7. An employee shall fulfill his/her half-time assignment by working full-time for one
22 (1) semester per year.
23
24 8. An employee must notify the District of his/her intention to participate in this
25 program by July 1 preceding the school year in which he/she wishes to enter the
26 program.
27
28 9. Participation in this program shall be limited to 2% of the total number of members
29 of the bargaining unit who are entitled to all leaves of absence benefits described in
30 this Article.
31
32 10. If the District cannot find a credentialed and qualified applicant for the second
33 semester for a staff member who works the first semester of a Willie Brown Leave,
34 then the certificated employee on the leave will work the second semester or retire.
35 (The District and the MTA will agree on a list of positions to which this provision
36 applies, including a statement "and teachers in selective academic areas.")
37
38 11. With the mutual consent of the District and the teacher, other Willie Brown
39 arrangements can be approved. (An example of this would be a psychologist who
40 works three days per week at 60% of their salary).
41

42 B.B. Leave to Participate in Activities at Child's School or Licensed Day Care Facility
43

44 Under authority of Labor Code Section 230.8, a unit member who is a parent, guardian,
45 or grandparent having custody of one or more children in ~~kindergarten or grades~~ TK-12
46 ~~one to twelve~~, inclusive, or attending a licensed day care facility may take time off up
47 to 40 hours each calendar year, not exceeding eight (8) hours in any calendar month of
48 the year, to participate in activities of the school or licensed child day care facility of

any of his/her children.

If both parents of a child are employed by Modesto City Schools at the same work site, the entitlement to planned time off, described above, as to that child applies at any one time only to the parent who first gives notice to his/her supervisor, such that the other parent may take planned time off simultaneously as to that same child under the conditions described above only if he/she obtains the supervisor's approval for the requested time off.

The unit member shall request the planned time off by giving at least one (1) work day advance notice to his/her supervisor and shall utilize accrued vacation, personal leave (without pay), or accrued compensatory time off for purposes of the planned absence authorized above.

The unit member taking the planned time off, described above, shall provide documentation from the school or licensed child day care facility as proof that he/she participated in school or licensed child day care facility activities on a specific date and at a particular time. "Documentation," for purposes of this planned leave, means whatever written verification of parental participation in activities the school or licensed child day care facility deems appropriate and reasonable.

C.C. Leave for Spouse of Military Service Member

1. Eligibility: All contracted certificated employees except hourly.

2. Maximum Time Limit: Ten (10) days.

3. Compensation: None.

4. Provisions:

The District shall grant a request by any eligible employee who meets all requirements of this section, and who is eligible for other benefits, to take up to a total of ten (10) days of unpaid leave while their military spouse is home on leave. A "qualified employee" under this leave is one who:

1. Is the spouse of a member of the armed forces, national guard or reserves who has been deployed during a period of military conflict;
2. Works for an average of 20 or more hours/week;
3. Provides notice to District of his/her intention to take a leave within two (2) business days of receiving official notice of the spouse's leave; and
4. Submits written documentation of the military leave to the employer.

1 D.D. Catastrophic Leave – Child, Parent or Spouse

- 2
- 3 1. Eligibility: All certificated employees (except hourly).
- 4
- 5 2. Maximum Time Up to the amount of employee's accumulated sick leave.
- 6 Limit:
- 7
- 8 3. Compensation: Regular salary until expiration of accumulated full-pay
- 9 sick leave.
- 10
- 11 4. Provisions:
- 12
- 13 a. A Catastrophic Leave of Absence may be granted an employee for catastrophic
- 14 conditions that require an employee to be absent to care for the employee's
- 15 child, parent or spouse.
- 16
- 17 b. Absence for this type of leave shall be charged, at the election of the employee,
- 18 against accumulated sick leave without loss of pay.
- 19
- 20 c. The District shall require that the employee submit a "Request for Leave of
- 21 Absence" form (MCS-2a) and a "Physician's Certification of Catastrophic
- 22 Condition" form. The certification shall be issued by the health care provider of
- 23 the individual requiring care. That certification shall be sufficient if it includes
- 24 all of the following:
- 25
- 26 1. The date on which the catastrophic condition commenced.
- 27
- 28 2. An estimate of the amount of time that the health care provider
- 29 believes the individual will require care.
- 30
- 31 3. A statement that a catastrophic condition warrants the participation
- 32 of the employee to provide care during a period of treatment or
- 33 supervision of the individual requiring care.
- 34
- 35 d. Upon expiration of the time estimate by the health care provider on the original
- 36 certification, the District may require the employee to obtain recertification in
- 37 accordance with the procedure provided above if additional leave is required.
- 38
- 39 e. If an employee fails to submit the leave of absence form, physician's
- 40 certification or physician's recertification, the employee shall be docked their
- 41 full daily rate of pay for the number of days absent.
- 42
- 43 f. Leave provided for pursuant to this section may be taken in one or more periods
- 44 but shall not exceed employee's accumulated full-pay sick leave.
- 45
- 46

1 E.E. COVID-19 Leave

2
3 For the 2021-22 school year, if contact tracing shows a fully vaccinated unit member was
4 exposed and contracted COVID-19 from school related business, consistent with conditions
5 set forth in Senate Bill 1159 (2020), and is required to quarantine after September 30, 2021
6 (the expiration date of SB 95) the unit member will be granted up to 10 days of paid leave
7 and will not have his/her sick leave balances reduced. The paid time off may include any
8 new state or federal leave(s) required, such as an extension of SB 95, because of the
9 COVID-19 pandemic.

ARTICLE IX

SALARY

Increases as noted below will be applied to the following salary:

Schedule A
School Psychologists' Schedule
Speech Language Pathologists
Intern Salary Schedules
G230 Academy
195-Day Schedule Employees
Agriculture Education, 9-12
Cal-Safe
Child Development – State Preschool Salary Schedule
Child Development – Head Start Salary Schedule
Child Development – State Specialist Salary Schedule
Child Development – Head Start Specialist Salary Schedule

A 3.0% increase to the applicable salary schedules shall be effective retroactively to July 1, 2018, or the beginning of the 2018-19 school year pay cycle. In addition, the District shall make a one-time, off the salary schedule payment equal to 1.0% of the bargaining unit member's annual base salary.

The District shall make a one-time, off the salary schedule payment equal to 2.0% of the bargaining unit member's annual base salary for the 2019-20 school year. All bargaining unit members are eligible to receive retroactive payment except those members who were dismissed by the District in the 2019-2020 school year.

The Professional Development program in Article IV Hours of Employment, Section N shall be extended for the 2021-22 school year. The 2021-22 Professional Development program will provide the opportunity to receive 1.0% for 12 hours of District-approved professional development.

A 4.5% increase to the applicable salary schedules shall be effective to the July 2021, or beginning of the 2021-22 school year pay cycle.

Online Learning Program Teachers will be paid from the Hourly Direct Instructional Programs Salary Schedule.

If current or subsequent two (2) years of unassigned Unrestricted Ending Fund Balance is not positive the Association will negotiate to attempt to achieve fiscal solvency.

Beginning 2017-18 Nurses will maintain Local Education Agency (LEA) Medi-Cal billing. This duty will be added to the job description as a specific responsibility. Compensation will be paid from the Speech Language Pathologists' Salary Schedule.

1
2 A. Eighth period compensation shall be filled on a voluntary basis, with first priority to existing
3 employees. Stipends will be paid based upon the length of a class. Semester class will
4 receive semester optionals, quarter classes will receive quarter optionals. The amount paid
5 shall be standard for a semester or quarter and not varied based upon the number of days of a
6 semester/quarter.

7
8 Optional periods are to be implemented for grades 7-8 in 1999-00; therefore, all provisions for
9 grades 9-12 shall be in effect.

10
11 B. Longer Day/Longer Year Incentives

12
13 1. The MTA agrees that in the event the MTA causes the District to lose longer day money
14 through not providing 180 days of instruction to students, the salary schedule may be
15 reduced. The amount the salary schedule is reduced shall be proportionate to the amount
16 of revenue actually lost, but in no event more than 1.7%.

17
18 2. In the event MTA causes the District to lose longer day money through not instructing the
19 minimum time necessary, then teacher salary schedules may be reduced. The amount
20 reduced must be proportionate to the amount actually lost but in no event reduced more
21 than 1.9%.

22
23 3. Since 1-3 and 4-6 student schedules shall overlap, TK-6 teachers shall be available to
24 provide supervision of students before and after school necessary to implement the longer
25 day plan. The District shall make an effort to minimize additional supervision
26 requirements.

27
28 C. Child Development Program teachers employed as TK-12 teachers: Where the employee has
29 at least a BA Degree, each two years of Child Development Program teaching shall count for
30 one year salary step placement, up to a maximum of five (5) years in placement on the ~~K-12~~
31 ~~teachers'~~ Certificated sSalary sSchedule.

32
33 D. Longevity

34
35 Longevity steps will be earned based upon the annual increment criteria of completing
36 seventy-five percent (75%) of the annual required days of services.

37
38 Five increments shall be granted as longevity steps, the first after completion of the
39 seventeenth (17th) year of credited service, and the second after twenty (20) years of credited
40 service, the third after twenty-three (23) years of credited service, the fourth after twenty-six
41 (26) years of credited service and the fifth after thirty (30) years of credited service.

42
43 E. Travel

44
45 Employees, who on a regular and continuing basis are required by the District to travel
46 between work sites and who use their own vehicles, shall be reimbursed at the rate of the

1 maximum allowable federal mileage reimbursement rate without attribution to income.

2
3 F. Salaries paid to librarians and agriculture teachers for summer service rendered after June 30
4 shall be based on the salary schedule for the ensuing school year.

5
6 G. Placement on the salary schedule for employees is based upon educational training and prior
7 teaching experience in accordance with the following:

8
9 H. For Employees New to the District

- 10
11 1. Beginning with the 2016-17 school year, teacher experience is granted on the basis of
12 one (1) step for each year of verified prior certificated teaching experience. Actual
13 initial placement is not to exceed a total of twelve (12) steps with the exception of
14 Range I where the maximum number of steps is six (6), except as approved by the
15 Board. A year of experience shall represent no less than seventy-five percent (75%) of
16 the days of required service for one given year. EXPERIENCE SHALL BE WITHIN
17 THE LAST FIFTEEN (15) YEARS. Verification of certificated experience must be
18 received in the Human Resources Office within 30 days of acceptance of the position.

19
20 (If a teaching credential could have been obtained prior to the date the credential
21 was actually granted, the date the credential could have been obtained shall be
22 used to determine teaching experience placement on the salary schedule. The
23 burden of proof shall be on the employee to establish that the academic
24 requirements were met to obtain a teaching credential.)

25
26 Maximum placement for provisional credentialed personnel is Step 6, except as
27 approved by the Board.

28
29 Upon application, prior experience related closely to the local teaching assignment,
30 when fully verified, shall be credited on the basis of one (1) step for each two (2) years
31 within the past ten (10) years. Experience credit cannot exceed three (3) steps. The
32 B.A. Degree or equivalent, or a regular credential shall have been earned before the
33 related work experience.

- 34
35 2. Beginning with the 2021-22 school year, a school nurse will be given salary schedule
36 credit for verified prior public school nurse experience and/or non-school Registered
37 Nurse experience. Actual initial placement is not to exceed a total of twelve (12) steps.
38 Verification of qualified experience must be received in the Human Resources Office
39 within 30 days of acceptance of the position.

40
41 I. Units

- 42
43 1. Credit is granted toward salary advancement for units earned after receiving the
44 Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree,
45 as shown on an official transcript from a college or university only if they are:

46
47 a) Earned at accredited colleges or universities with at least a "C" grade equivalent

1 or earned at non-accredited colleges or universities with at least a "C" grade or
2 equivalent and are accepted for credit on the official transcripts of accredited
3 colleges or universities or CTC Induction of Intern Programs.
4

5 b) Clearly and substantially supportive of the employee's assignment or the
6 employee's District approved goal.
7

8 c) Units shall be recorded as semester units. The formula to convert from quarter
9 units to semester units shall be: quarter units x .667 = semester units.
10

11 2. With prior District approval, credit may be granted toward salary schedule advancement
12 for lower division units and upper division or graduate units not covered under part (a),
13 earned with at least a "C" grade or equivalent after the date of receiving the Bachelor's
14 Degree as shown on an official transcript from a college or university.
15

16 3. No credit is granted for units earned during the regular school year in excess of nine (9)
17 semester units or twelve (12) quarter units. Requests to exceed this requirement may be
18 submitted to the Associate Superintendent, Human Resources.
19

20 4. A school nurse will receive two (2) units of credit toward salary schedule placement for
21 completion of each thirty (30) hours of continuing education of the type that is utilized
22 to keep a current California Nursing License. This shall apply to hours earned after
23 September 1, 1985.
24

25 5. Filing of Units 26

27 Official transcripts received in the Human Resources Office no later than October 1
28 shall count toward reclassification beginning January 1 of the current school year and be
29 paid in the February pay cycle to maximize payment to the member. Official transcripts
30 received in the Human Resources Office after October 1 but no later than April 1 shall
31 count toward reclassification for the following school year. All step (years of service)
32 changes will occur at the beginning of the school year. The regular school year is the
33 first work day through the last day of school. Transcripts shall not be returned to the
34 employee and become the property of Modesto City Schools as part of the employee's
35 personnel file. For employees new to the District, transcripts must be received in the
36 Human Resources Office within 30 days of acceptance of the position.
37

38 6. Annual Increment 39

40 Seventy-five percent (75%) of the annual required days of service shall be served to
41 qualify for the annual increment.
42

43 J. Staff Development 44

45 District sponsored staff development activities occur out of several departments in Modesto
46 City Schools. This includes TK-6 and 7-12 Curriculum and Staff Development, State and
47 Federal Programs, Induction, Elementary Education and Administrative and Pupil Services.

Many workshops or in-services are prepared and presented by teachers outside their regular job description. There is a need for some consistent guidelines for compensation for teachers working outside their regular job description, at the District level, in the capacity of presenter and/or in the development of information for the presentation.

Listed below are three of the most common situations and how teachers will be compensated:

1. The teacher presenter prepares a new presentation.

The presenter is compensated one hour of presentation development time at the curriculum development rate for each hour of the presentation. (Example: 3 hours of preparation for a 3 hour presentation.)

2. The teacher presenter prepares to present a previously prepared presentation. (Example: Teacher is handed the binder for Class Size Reduction In-service and must prepare to present the material.)

The presenter is compensated for one hour of presentation development at the curriculum development rate for each two hours of presentation. (Example: 2 hours to prepare to present a 4 hour presentation.)

3. The teacher presenter prepared to present the same presentation several times.

The presenter is compensated according to #1 or #2 above, for the first presentation. The presenter is compensated for one hour for each repeated presentation.

In all three situations, the teacher presenter is compensated for time of the presentation, excluding lunch/dinner breaks.

The Curriculum Development Rate will be paid in the following situations:

1. Participating in District/Site coordinated summer professional development.
2. Development or revising curriculum outside of the work day.
3. Assist in student placement/support prior to the first teacher work day.

K. Stipends

1. Effective the 2016-17 school year, a new formula for the payment of stipends to certificated employees will be utilized. The stipend schedule does not automatically receive increases with future agreements and must be negotiated separately.
2. Effective the 2016-17 school year, previously eliminated athletic positions will be reinstated. The positions to be restored, one (1) per comprehensive high school, are: Track Assistant, Girls Varsity Volleyball Assistant, Girls Varsity Softball Assistant, Girls Varsity Basketball Assistant, Boys Varsity Football Assistant, Boys Varsity

Basketball Assistant, and Boys Varsity Baseball Assistant.

3. Effective the 2016-17 school year, Leadership Team Member positions will be established at each TK-6 school site. Compensation will be based upon the Modesto City Schools' Extra Duty Stipends Schedule. The leadership annual term will be July 1 to June 30. Each school will receive one (1) Leadership Team Member stipend per 100 students, grades TK-6 (CDP is not included in this calculation). Student calculations are based on the projected student enrollment as approved by the Board of Education for the next year. Readjustments will occur based upon first month enrollment. One (1) member will be identified as the alternate in case of enrollment adjustments. A minimum of three (3) Leadership Team Members per school site.

a) The site administrator will annually notify in writing of his/her intention to fill Leadership Team Member positions and ask staff members to submit their recommendations for Leadership Team Members. Non-permanent teachers shall not be eligible to serve on Leadership Teams, unless no one else is available or willing to serve.

b) The staff members' recommendations shall be submitted in writing to the administrator within ten (10) days of the site administrator's notice of his/her intention to fill Leadership Team Positions.

c) Leadership Team Members shall be selected by the site administrator after soliciting input from each staff member. A copy of each staff members' confidential written preference for Leadership Team shall be sent to the Association Office by the District. The site administrator shall give good faith consideration to the majority preference of the team/department.

d) Leadership Team Member responsibilities include the following duties:

1. Attend site leadership meetings (maximum 13 meetings per year, except with approval by the majority of the Leadership Team).
2. Lead a team of grade level teachers.
3. Attend District-wide professional development.
4. Actively participate in site leadership.
5. Facilitate the review of student performance data and develop plans to increase student learning.
6. Assist with orientation of new teachers.
7. Conduct regularly scheduled meetings with grade level team.
8. Assist with development of the Professional Learning Community (PLC).
9. Willingness to learn, adopt, and potentially assist teachers with state standards.
10. Lead an instructional team and/or department.

- 1 4. Service in STEAM related student activities shall be compensated at the curriculum
2 rate.
3

4 A teacher may submit a proposal to provide afterschool hands-on learning
5 opportunities to increase student exposure to STEAM (Science, Technology,
6 Engineering, Arts, and Math) activities. To be considered, a proposal must be
7 submitted prior to October 1 of each school year. Activities will be discussed and
8 subject to prior approval by the site principal. Activities that are part of the Science
9 Olympiad or Science Bowl would be excluded. If mutual agreement of proposed
10 scope and length of activity cannot be reached between teacher and principal, the
11 Associate Superintendent of Educational Services will make the final determination.
12 The District will provide funds on an annual basis for distribution to each elementary,
13 junior high and high school site for these activities.
14

- 15 5. Effective upon ratification of the tentative agreements by both parties, the following
16 increases to the Hourly Direct Instructional Program Schedule will be implemented:
17

18 Curriculum Development	\$40.00
19 In-Service Participation	\$30.00
20 Hourly Direct Instructional Program Schedule increase	pay 17.5%

21

22 Effective the 2020-21 school year, the District agrees to compensate substitute teachers with
23 consistent employment with Modesto City Schools at the higher rate (21+ day rate) from year to
24 year. "Consistent employment" is defined by working 110 or more days in one school year or an
25 average of ninety (90) days per year over two (2) consecutive years of employment, and
26 completing the District's Certificated Substitute Training once, if the trainings were available at
27 the time of employment.
28

29 L. Combination Class Stipend: TK-6 classroom teachers assigned a combination class shall be
30 paid a stipend equal to the Eighth Period Assignment on the Flat rate Extra Duty Stipend
31 Schedule. The stipend will be paid in quarterly payments during the school year and will be
32 prorated for less than a full year of service. The stipend shall apply to the start of the 2021-
33 2022 school year.
34

35 L-M. TK-6 Class Size Overages
36

37 After the first 15 student instructional days in any school year and if an individual TK-6 self-
38 contained class voluntarily exceeds the class size maximums in Article VI Class Size, the
39 teacher will receive \$15.00 per day per student to compensate the teacher for the overage.
40 Participation in taking students above the negotiated class size maximum and receiving
41 compensation is voluntary for classroom teachers. The overage is to be paid monthly via pay
42 claim. If a teacher requests additional students, even though other classes are at a lower
43 number, no additional compensation will be granted. The same dollar amount should apply to
44 Special Education case load overages in Article VI.
45

46 A Computer Literacy Teacher "CLT" will be compensated at \$3.00 per student over the class

1 size limit for each hour of instruction. A CLT will not be compensated for an overage on days
2 that the CLT does not instruct the class with the overage (i.e., Mondays, or holidays). The
3 CLT will be required to submit a monthly pay claim which will be based on enrollment, not
4 attendance, at the time of instruction.

5
6 M N. Grade 9-12 Instructional Minute Committee

7
8 Commencing October 1, 2021, a Grade 9-12 Instructional Minute Committee will be
9 established to review instructional minutes based on valid course offerings. The Committee
10 may retain the services of a professional with expertise in instructional minute audits, such as
11 FCMAT, when needed.

12
13 The Committee will provide an end of process summary shared with the respective bargaining
14 teams prior to February 1, 2022.

15
16 The Committee shall consist of four (4) MTA unit members and four (4) management
17 members.

18
19 There will be two (2) Co-Chairs (one MTA unit member and one management member).

20
21 Each MTA member will receive a two thousand dollar (\$2,000) stipend for service on the
22 Committee.

23
24 The Committee is a recommending body that will meet outside of school day.

25
26 Following the receipt of the end of process summary, either MTA or the District may request
27 to bargain items within the scope of bargaining. A request to bargain must state the rationale
28 and identify those subjects within the scope of bargaining that are reasonably impacted by the
29 request. An initial negotiation session will be held within thirty (30) calendar days following
30 the request to bargain.

From Article IV Hours of Employment: Professional Development Term

- a) Computer Security Awareness
- b) Prevention of Harassment

1. The California Mandated Reporter and Prevention of Harassment trainings will be provided by the District during a Staff Development Day or faculty meeting.
2. The delivery of each training may be via online instruction assigned during or outside the work day, in addition to being provided during a Staff Development Day or faculty meeting.
3. The delivery of the training will be uniform throughout the District in each school year.
4. If training is delivered via online instruction and assigned outside the work day, each certificated staff member will be compensated for one (1) hour at the curriculum development rate for each training.
5. A certificated staff member that is absent for a training delivered during a Staff Development Day, faculty meeting or via on-line during the work day, will be required to complete these trainings outside of their work day.

H. Professional Development

For the ~~2019-20~~ 2021-2022 school year ~~and continuing for the 2020-21 school year~~, the District shall pay the equivalent of .5% of a bargaining unit member's annual base salary upon completion of six (6) hours of District-approved professional development that aligns with California State Standards, Culturally Responsive Instruction, differentiated instruction and social emotional learning, Special Education, CAASPP Training, Physical Restraint Reduction training, inclusive practices, curriculum training, and or other topics identified by the District. An additional .5% of a bargaining unit member's annual base salary will be paid for completing an additional six (6) hours, for a total of twelve (12) hours of District-approved professional development during the 2021-22 school year. This professional development is exclusive of any other professional development for which compensation is paid. The District will provide the appropriate form that will require site administrator and Education Services approval. All hours must be completed and submitted by July 1, ~~2020~~ 2022, for the ~~2019-20~~ 2021-22 school year ~~and July 1, 2021 for the 2020-21 school year.~~

I. Full Day Kindergarten and Transitional Kindergarten

1. Commencing the 2019-2020 school year, the District may implement a full-day Kindergarten (including Transitional Kindergarten) program as described below:
2. Any full day program shall be for the entire instructional school year.
3. Full day TK/K teachers shall have recess breaks equivalent to first grade with no supervision duties.

ARTICLE XIII

TRANSFERS

A. GENERAL

1. Definition “Transfer” Defined: A transfer is the movement of an employee to a different site or school. The District may transfer staff members within the same district or between districts in accordance with student, school, program and District needs and the guidelines in this Article.

2. “Vacancy” Defined: The term “vacancy” shall mean any unfilled, known anticipated unfilled, ~~vacated~~ or newly created 1.0 FTE position ~~that requires a job posting to fill as determined by the District~~ (after internal site movements/reassignments have been completed).

3. “District Seniority” Defined: For the purpose of this Article, District seniority is the first day the employee worked in continuous service in the “combined” district (either the elementary or high school district) in a bargaining unit position.

In addition, any employee who has probationary or permanent status in either the elementary or high school district who transfers between these two districts in the “combined” district shall retain his/her probationary or permanent status and legally defined order of employment.

Before April 15 of the school year prior to the school year in which a transfer is effective, employees who submit employee-initiated transfer requests for the same position that are determined to be equally best qualified by the District, the District shall use District-wide seniority as defined below:

a) Employees with the same initial date of service shall have their seniority number determined by lot.

b) The lottery shall be conducted in the presence of at least one (1) Association representatives. Once the lottery is used to determine an employee’s seniority, that seniority shall remain in effect for the employee while employed in the District.

c) If an employee works in a non-bargaining unit position within the District, that employee does not accrue seniority for the purposes of this Article while working on such an assignment.

d) An employee on an approved leave of absence, other than to a non-bargaining unit position within the District, shall continue to earn seniority while on such leave.

e) An employee’s seniority shall accrue during layoff.

1 4. Alternative Education: Teachers may not be transferred into the Alternative Education
2 Programs without volunteering.

3
4 5. Assignments: Prior to commencing the internal rounds below, the District shall notify
5 bargaining unit members of their tentative assignments for the following school year. This
6 notice does not prohibit the District from non-reelecting probationary employees,
7 conducting a reduction in force, or initiating the disciplinary process. Assignments at each
8 site shall be determined before any provision of the Transfer Article can be implemented.
9

10 Once assignments have been made and after the start of the school year, teachers in
11 categorically funded programs will not be included in transfer for shifting and declining
12 enrollment.
13

14 6. Involuntary Relocation within or between school sites: The classroom teacher that is
15 involuntarily relocated to another classroom shall be provided a substitute teacher for one
16 student instructional day (relocation during the school year) or compensated at the
17 teacher's hourly rate for a minimum of two (2) hours (relocation outside the school year).
18 Additionally time may be authorized as determined by the site administrator. This time is
19 provided to permit the teacher to prepare for relocating his or her materials and to set up
20 the new classroom. This term excludes counselors, itinerant employees, or teachers
21 currently sharing a classroom.
22

23 7. Incentives:

- 24
25 a. Hiring Incentive: The District, after consulting with the Association, may offer
26 incentives (i.e. hiring bonus) to bargaining unit members who are hired into or
27 voluntarily transfer into identified "hard to fill" positions.
28 b. Early Notification Incentive: Commencing the 2021-22 school year, the District
29 will make a one-time payment of \$2,500 to a permanent certificated employee
30 that, by the first Friday in December, submits an irrevocable letter of resignation
31 that is effective at the end of the current school year.
32

33 B. TRANSFER & REASSIGNMENT TIMELINES

- 34
35 1. The Association and District agree to following Transfer & Reassignment timelines, to be
36 further detailed in the sections below and in Article XIV Reassignments:
37 a. First Friday in December: Early Notification Incentive
38 b. First Friday in the first week back from Winter Break: District notification sent to all
39 certificated staff regarding transfer process which includes the following:
40 i. Specify the week teacher assignments will be issued.
41 ii. Summary of timeline for teachers wishing to object to their assignment
42 and site administrator responses are due, as noted in Reassignments Article
43 XIV
44 c. Prior to March 1: Overstaffing process completed
45 d. Internal Round as defined below
46 e. Upon completion of Internal Round: New hires from the District New Hire pool

- 1 placed into unfilled vacancies for no more than ten (10) work days
2 f. Upon closure of New Hire Pool Placement Window to June 30: All remaining
3 vacancies posted internally and externally
4 g. July 1 to January 31: Internal applicants may fill vacancies during this time by
5 agreement of Associate Superintendent, Human Resources, or designee, site
6 administrators and the applicant
7
8

9 B. C. ADMINISTRATIVE TRANSFERS EXCLUSIVE OF SHIFTING/DECLINING
10 ENROLLMENT
11

12 1. An administrative transfer shall only be made if either:
13

- 14 a) the staff member agrees to the transfer, or
15
16 b) pursuant to the following procedure:
17
18 1) The employee is notified in writing of his/her probable transfer prior to its submission
19 to the Superintendent or his/her designee. The employee shall be advised that he/she
20 has specified time requirements to meet.
21
22 2) If the employee so requests within five (5) working days after written notification, the
23 initiating administrator and employee shall meet within five (5) working days to
24 attempt to resolve existing differences. This meeting shall be held prior to the
25 submission of the recommendation to the Superintendent or his/her designee. The
26 employee shall have the right to be represented at the meeting. If the employee has
27 not given twenty-four (24) hours advance notice to the ~~building~~ site administrator, the
28 ~~building~~ site administrator may reschedule the meeting if he/she also wishes to have
29 assistance at the meeting.
30
31 3) Upon written request, the employee shall be provided with a written statement of the
32 reasons for the recommended transfer.
33
34 4) Following the meeting with the initiating administrator, the employee may, within
35 five (5) working days, request in writing a meeting with the Superintendent or his/her
36 designee to resolve remaining differences. This meeting shall be held prior to
37 authorizing the transfer. The employee shall have the right to representation at this
38 meeting.
39

40 2. In administrative transfers, reasonable efforts will be made to find a new assignment that
41 is satisfactory for the employee.
42

43 3. An employee who has submitted a resignation/retirement effective at the close of the
44 current ~~or next~~ school year shall not be transferred except under circumstances that
45 provide no other reasonable alternative. Such resignation/retirement may not be
46 withdrawn once accepted by the Board or its designee unless agreed to by the District.
47

- 1 4. Except for good cause, such as program changes, resignations, retirements or unexpected
2 changes that necessitate transfer, the District shall make a good faith effort to notify
3 employees by at least five (5) working days before the last day of school, of their
4 involuntary transfer for the subsequent year. If it becomes necessary to initiate a transfer
5 after five (5) working days before the last day of school, the employee shall be notified in
6 keeping with b.1 above. The above timelines apply to transfers which shall be effective
7 the following school year. The above timelines shall be shortened if such transfer is to
8 occur during a given academic year.
9

10 C. D. ADMINISTRATIVE TRANSFERS NECESSITATED BY SHIFTING/DECLINING
11 ENROLLMENTS ("Overstaffing")
12

- 13 1. Prior to March 1, the District shall complete overstaffing.
14

15 a) ~~The District shall determine whether or not overstaffing exists at each school. The~~
16 ~~District shall determine the department/subject area(s) at each school where any such~~
17 ~~overstaffing exists at grades 7-12.~~
18

- 19 2. Volunteers shall be solicited by the District from the school(s)/grade levels where any
20 such overstaffing exists at grades TK-12. Should multiple employees volunteer, the
21 employee with the greatest District-level seniority shall be selected.
22

23 b) 3. When a school/department/subject area is determined to be overstaffed, no more
24 teachers will be transferred to open vacancies in the District than is necessary to bring
25 the overstaffed school/department into balance.
26

- 27 4. The District shall determine whether or not overstaffing exists at each school. The
28 District shall determine the department/subject area(s) at each school where any such
29 overstaffing exists at grades 7-12.
30

31 e) 5. The District shall notify each certificated employee in the overstaffed school/subject
32 area/department where any such overstaffing exists at grades 7-12.
33

- 34 6. If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position at
35 another site in the District, the District may deny the request to transfer if the District
36 cannot reschedule the remaining employees such that the overstaffed departments are not
37 reduced at least .5 FTE by the reshuffling.
38

- 39 7. If in grades 7-12, volunteers are not available to transfer to a vacancy at another site, the
40 least senior person by District-wide seniority (the first day the employee worked in
41 continuous service in the District) who is more than .5 FTE in the overstaffed department
42 will be transferred.
43

44 d) ~~Volunteers shall be solicited by the District from the school(s)/grade levels where any~~
45 ~~such overstaffing exists at grades TK-12. Should multiple employees volunteer, the~~
46 ~~employee with the greatest District level seniority shall be selected.~~

e) 8. In grades TK-6, should no one volunteer to leave the overstaffed grade level, the class with the least senior teacher shall be collapsed. If in grades TK-6, should no one volunteer to transfer to a vacancy at another site, the least senior teacher in the overstaffed grade level will be transferred. The least senior teacher that is transferred shall have the right to return to the school site the following school year and shall not be involuntarily transferred because of shifting or declining enrollment for eighteen (18) months. The returning teacher will be included in the steps of the staffing process at the site to which s/he is returning.

~~f) If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position at another site in the District, the District may deny the request to transfer if the District cannot reschedule the remaining employees such that the overstaffed departments are not reduced at least .5 FTE by the reshuffling.~~

~~g) If in grades 7-12, volunteers are not available to transfer to a vacancy at another site, the least senior person by District-wide seniority (the first day the employee worked in continuous service in the District) who is more than .5 FTE in the overstaffed department will be transferred.~~

~~h) An employee shall be notified of probable transfer by the local site administrator in keeping with the procedures described by Administrative Transfers.~~

i) 9. Employees involved in involuntary transfers for the following school year, as defined in this section, shall receive notice by May 1, or if after May 1 prior to the employee-initiated transfer/internal rounds below, or within a reasonable time after the District has determined that overstaffing exists.

j) 10. Time shall be arranged for employees involved in involuntary transfers to meet with the appropriate administrative personnel involved with a known vacancy. Release time will only be offered at the District's discretion. An employee may be granted a maximum of three (3) site meetings.

k) 11. If, after an involuntary transfer has been accomplished, a position for which the transferred employee is qualified subsequently opens in the school from which the employee was transferred, the employee shall be given first priority for reinstatement within eighteen months if he/she so desires. If the specific assignment previously held reopens in the initial school within eighteen months from the date of transfer, the employee who was transferred shall be transferred back to the initial school upon written request by the closing date for the vacancy.

D. E. ADMINISTRATIVE TRANSFERS NECESSITATED BY SCHOOL CLOSURE

a) 1. If a particular school is closed, those employees who are eligible for continuing employment in the District shall have the same priority for filling vacant positions as

employees at the same school or schools at which the students for the closing school are being placed for the coming school year.

- b) 2. Regular employees who are not assigned to the new school, as a result of the actions in paragraph 1, and who are eligible for continuing employment in the District, shall, based upon District seniority, be given first right of refusal for not more than the next three (3) open positions for which he/she is qualified in the District. Employees not placed by August 15 shall be assigned in accordance with the procedures for Administrative Transfers Exclusive of Shifting/Declining Enrollment.

F. EMPLOYEE-INITIATED TRANSFERS

1. Internal Round:

- a. Following review of staffing levels and site/District needs, including completion of the overstaffing process, the following process shall be used to fill vacant positions prior to assigning recruit candidates:

~~2. An employee may request a transfer to a specific posted vacancy within or between elementary and high school districts. An employee requesting a transfer to a specific posted vacancy shall do so in writing by the closing date.~~

- b. By first Friday following winter break, the District will notify all bargaining unit members describing the internal round process, which will include the following:

- i. Internal Round Window dates.
- ii. A description of application process.
- iii. A bargaining unit member's most recent evaluation must be satisfactory.
- iv. A bargaining unit member must respond to an offer within 24 hours.
- v. If there is only one applicant the unit member will be granted an interview with the site administrator.
- vi. A bargaining unit member granted a transfer will remain on his/her evaluation cycle subject to the terms in the evaluation article.

- c. Internal Round Process: Following the overstaffing process, the District will post all known and anticipated vacancies for two (2) work days for internal certificated staff only.

- i. Upon completion of the first internal round, a second internal round will be completed. Posting of the subsequent vacancies shall be for two (2) work days for internal certificated staff only.
- ii. Should no internal candidate apply in the first round, those vacancies shall be posted in the second round.
- iii. If there is only one applicant, the unit member will be granted an interview with the site administrator.
- iv. The "internal round" process is to be completed prior to assigning new hire recruit candidates.

4. ~~Employee initiated transfers will be determined by the following criteria:~~

- ~~a) Qualifications of the applicant.~~
- ~~b) Relevant experience.~~
- ~~c) Certifications.~~
- ~~d) Major and minor fields of study.~~
- ~~e) District wide seniority~~

d. The Associate Superintendent of Human Resources or administrative designee, with site principals, will make all final decisions on employee-initiated transfers.

Interviews will be arranged as necessary.

~~Each candidate is to be rated in writing in terms of the selection criteria during the selection process.~~

~~6. e.~~ An employee ~~that~~ who is not granted an employee-initiated transfer will be granted, upon written request, a meeting with the Associate Superintendent of Human Resources to discuss the reasons for denial.

G. NEW TEACHER/DISTRICT POOL

1. Upon completion of internal rounds, the District will place new hire recruits from a District Pool into remaining unfilled vacancies for no more than (10) work days. Should there not be a position for a new hire recruit after internal rounds the new hire recruit will be placed in the next vacancy for which they are properly credentialed after that position has been posted once. New hire recruits may interview for that posted vacancy.

H. VACANCIES AFTER INTERNAL ROUND/POOL PLACEMENTS

1. Upon closure of New Pool Hire Placement Window to June 30, the District shall post all known vacancies both internally and externally. The District shall make attempts to balance the interview pool between internal and external applicants. Upon request, the District shall provide the Association with data on the numbers of internal applicants being granted or denied interviews on specific posted vacancies.

H. SELECTION OF EXISTING EMPLOYEES

~~Before April 15 of the school year prior to the school year in which the transfer is effective, employees who are applying for the same position that are determined to be equally best qualified (within five percent (5%) of the total possible points) by the District, the District shall use District wide seniority as defined below:~~

- ~~a) District wide seniority is to be calculated from the first day the employee worked in continuous service for the District in a bargaining unit position.~~

- b) ~~Employees with the same initial date of service shall have their seniority number determined by lot.~~
- c) ~~The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine an employee's seniority, that seniority shall remain in effect for the employee while employed in the District.~~
- d) ~~If an employee works in a non-bargaining unit position within the District, that employee does not accrue seniority for the purposes of this Article while working on such an assignment.~~
- e) ~~An employee on an approved leave of absence, other than to a non-bargaining unit position within the District, shall continue to earn seniority while on such leave.~~
- f) ~~An employee's seniority shall accrue during layoff.~~

~~Prior to April 15 of the school year prior to the school year in which the transfer is effective, an employee's qualifications for a vacancy are substantially equal to an outside applicant's, the District shall assign the employee to the position.~~

9. ~~8. The District may elect to not transfer an existing employee to a position if the District concludes that a suitable replacement could not be found for the applicant's position. If this occurs and the applicant indicates a desire to be transferred in the subsequent school year, the District may not deny the request if the applicant is selected as the best qualified.~~

~~Between April 15 and July 15 of the school year, a teacher may only accept one advertised position. Only similar positions are limited (i.e. social studies, Beyer, to social studies, Davis).~~

2. Employee Initiated Transfer Outside Internal Round: An employee may request a transfer to a specific posted vacancy within or between elementary and high school districts. An employee requesting a transfer to a specific posted vacancy shall do so in writing by the closing date.
- a. Transfer requests will be determined by qualifications and certifications.
- b. The Associate Superintendent of Human Resources or administrative designee, with site administrators, will make all final decisions on employee-initiated transfers. Interviews will be scheduled as necessary.
- c. Human Resources shall keep all data on requests for transfers and whether those transfer requests are granted or denied. Transfer result data shall be shared with the Association semi-annually.
- d. Transfers shall not be denied for arbitrary, capricious, or retaliatory reasons. Should a transfer request be denied, upon written request the certificated employee shall have a right to a written that details the rationale for why the transfer was denied.
- e. Should transfer requests continue to be denied at a consistent rate, the Association and the Superintendent, or their designee shall consult to address the concerns.

- f. The District may elect to not transfer an existing employee to a position if the District concludes that a suitable replacement could not be found for the applicant's position. If this occurs and the applicant indicates a desire to be transferred in the subsequent school year, the District may not deny the request if the applicant is selected as the best qualified.

I. NOTICE OF VACANCY

1. Upon closure of New Hire Pool Placement Window to June 30, seven (7) calendar days after the requirements of a vacancy have been submitted to the Associate Superintendent, Human Resources, it shall be posted for internal and external applications.

2. A short term absence of less than (1) semester, caused by an employee being granted a leave of absence, does not create a vacancy and is not subject to these posting requirements.

~~a) Within seven (7) calendar days after the requirements of a vacancy have been submitted to the Associate Superintendent, Human Resources, it shall be posted.~~

3. Vacancy notices, including school and type, except for the placement of recruits from the new hire pool, following the internal rounds shall be forwarded to the Association via e-mail or other electronic means and forwarded to the Association via email or other electronic means posted on-line. Each vacancy posting shall be for ten (10) calendar a minimum of five (5) work days, but may be posted for five (5) calendar days based on District need. The notice shall include the closing date for current employees to make an application applicants to submit an application. No permanent appointment to an announced vacancy shall be made until after the closing day for accepting applications.

~~b) A short term absence of less than one (1) semester, caused by an employee being granted a leave of absence, does not create a vacancy and is not subject to these posting requirements.~~

~~c) A vacancy shall be defined for the purposes of this Article as a position:~~

~~1) of a semester or more in duration presently unfilled (including reasons of resignation, death, discharge, illness, leave of absence, etc.);~~

~~2) currently filled but which shall be open in the future.~~

~~3) currently not in existence but which shall be open in the future.~~

d) 4. In the case of leaves of absence or illness of one year or less, the employee shall be reinstated at the expiration of the leave of absence to the position previously occupied, or if that position no longer exists, as similar as possible position at that site. Position is defined as an assignment within the employee's credentialed area and not to a specific school or to a specific class level of students within any school. However, even though the employee is returning from the leave of absence, the employee is subject to the other transfer provisions.

- 1
2 e) ~~Vacancy notices, including school and type, shall be forwarded to the Association via~~
3 ~~email or other electronic means posted on line. Each vacancy posting shall be for ten~~
4 ~~(10) calendar days, but may be posted for five (5) calendar days based on District need.~~
5 ~~The notice shall include the closing date for current employees to make an application.~~
6 ~~No permanent appointment to an announced vacancy shall be made until after the~~
7 ~~closing day for accepting applications.~~
8
9 f) ~~The District will post vacancies on line on an on-going basis. Notification shall be sent~~
10 ~~to the Association Office.~~
11

12 J. TEMPORARY EMPLOYEES – TRANSFER/REASSIGNMENT
13

14 Temporary employees may be reappointed to open positions without reposting the vacancy.
15 Exception to this would be where an administrative transfer was necessitated by shifting and
16 declining enrollments. Such administrative transfers would be made before reappointments
17 would be made.
18

19 K. TRANSFERS – SPECIAL EDUCATION RESOURCE SPECIALISTS
20

- 21 a) 1. The District shall have the right to transfer Resource Specialists between the
22 elementary and high school districts. The District shall notify the Resource Specialists of
23 their intent to transfer between districts. All Resource Specialist transfers between
24 districts shall become effective only at the beginning of the school year and shall be
25 based on shifting/declining enrollment.
26
27 b) 2. The District shall determine whether or not overstaffing exists between the elementary
28 and high school district to the nearest whole FTE.
29
30 c) 3. The District shall notify each Special Education Resource Specialist teacher in the
31 overstaffed district of the vacant positions in the non-overstaffed district.
32
33 d) 4. Volunteers for the vacant positions shall be solicited by the administration in the
34 district where overstaffing exists.
35
36 e) 5. The District may only involuntarily transfer whole FTE's (e.g. 1 FTE, 2 FTE's, etc.).
37 The District may voluntarily transfer fractional FTE's, but under no circumstance shall
38 there be a split assignment between the two districts.
39
40 f) 6. If there are no volunteers to transfer to the vacant positions, the Resource Specialist
41 teacher with the least seniority shall be transferred.
42
43 g) 7. If more than one Resource Specialist teacher volunteers to transfer to a vacant
44 position, the Resource Specialist teacher with the greatest seniority shall be placed in the
45 vacant position.
46

1 h) 8. Resource Specialist teachers involved in involuntary transfers shall be given first
2 priority for reinstatement within 24 months from the date of transfer if a vacancy occurs
3 in the district from which the Resource Specialist teacher was transferred.
4

5 i) 9. Employees involved in involuntary transfers shall be notified as soon as the District
6 has determined overstaffing and completed the voluntary process.
7

8 L. TRANSFERS – FREMONT OPEN PLAN
9

10 Vacant positions in the Fremont Open Plan shall not be subject to the transfer, shifting
11 enrollment or internal posting requirements of the Collective Bargaining Agreement. All vacant
12 positions, regardless of the time of the year, shall be posted internally and externally. The
13 decision to hire an individual for a Fremont Open Plan position shall be made by the interview
14 committee which will be composed of five members, three of whom must be Fremont Open Plan
15 teachers.

ARTICLE XIV

REASSIGNMENT

1 Definition: Reassignment is a change in grade level (TK-6), Department (7-12) or teaching
2 assignment (7-12) which does not require a transfer.

- 3
- 4 1. Site administrators shall provide an opportunity for staff involvement when planning
5 teaching assignments.
6
- 7 2. The local site administrator is responsible for final development of employee reassignments
8 within a building in a fair and equitable manner. Site administrators must consider
9 credentialing and NCLB requirements when making assignments. The District shall
10 provide an opportunity for meaningful participation and involvement of staff in the
11 fulfillment of this responsibility.
12
- 13 3. In grades TK-6, ~~principals~~ site administrators may only reassign primary grade teachers to
14 upper grades and upper grade teachers to primary grades for compelling reasons. A
15 compelling reason includes the situation where there is a need to assign a teacher to a grade
16 level when no properly credentialed teacher requests to be reassigned to the grade level. In
17 the absence of compelling reasons, the consent of the teacher is required. This term does
18 not prohibit a primary grade teacher from requesting to return to an upper grade or an upper
19 grade teacher from requesting to return to a primary grade.
20
- 21 4. No teacher will be required to teach a combination class two years in a row unless the
22 teacher agrees to such assignment.
23
- 24 5. Assignments will be given prior to commencing the internal rounds in Article XIII ~~20~~
25 ~~calendar days before the end of the school year.~~
26
- 27 6. A good faith effort shall be made to notify employees of reassignment and to provide an
28 opportunity for employees to meet with the local site administrator. In the event the
29 employee is not available, the employee may designate in writing to the local site
30 administrator and the Human Resource Office a person who may speak on his/her behalf.
31 Such a notification of discussion shall not preclude the implementation of the change or
32 assignment.
33
- 34 7. Once an employee has been given notice of a reassignment, that reassignment shall not be
35 changed without good cause. When an employee objects to the change in any reassignment,
36 a good faith effort shall be made by the District to find an alternative solution.
37
- 38 8. Upon written request, submitted within ~~five (5)~~ three (3) working days of notification of the
39 reassignment, the employee shall receive within ~~ten (10)~~ three (3) working days a written
40 explanation of efforts made to find alternate solutions when a reassignment is necessary.
41
- 42 9. When reassignment is determined and implemented during an academic year which requires
43 an employee to instruct in a subject outside his/her field of training or experience, the
44 District shall provide financial assistance for an orientation, in-service training or release

time. The employee may recommend one or more of the activities. Application for assistance shall be made to the supervising administrator. Type of assistance is subject to the approval of the Superintendent's Cabinet.

10. An employee holding a Standard Teaching Credential shall not be reassigned subjects other than those designated by the credential except when authorized by the Board of Education. An employee holding a General Secondary Credential shall not be required to teach in a field other than his/her major or minor except when such reassignment is authorized by the Board of Education.

11. The ~~principal~~ site administrator of a high school or junior high school shall be cognizant of the number of different preparations assigned to the staff members under his/her jurisdiction and where reasonably possible, limit assignments to no more than two (2) departments. This shall not apply to areas of instruction involving mini-courses, alternate ways/methods, or other special type programs.

12. Reassignment of employees who work in more than one school shall be made in a way that minimizes travel time in accordance with program needs and insures duty free lunch periods of at least thirty (30) minutes, and where applicable, preparation periods.

13. The Association and the District agree that teachers in grades 9-12 may be assigned to teach six classes in the fall semester and four classes in the spring semester to help alleviate class size problems. The following process shall be used for this reassignment. The ~~principal~~ site administrator shall first ask for volunteers from qualified teachers in the department. If there are no volunteers, the teacher with the least District-wide seniority may be assigned to six classes in the fall and four classes in the spring.

14. TK-6 Vacancies Occurring After Assignments

A. Once teacher assignments are determined at individual sites for the upcoming school year, and when a vacancy opens after assignments are given and prior to ~~July 15th~~ June 30th, teachers at the site may request assignment to the vacant position. Email notification will be sent by site administration and an interested employee must respond within three (3) business days (Monday through Friday).

B. This process is limited to the first declared vacancy at a site in a given year ~~at a site~~.

~~C. This option is open only within primary grades for primary teachers and intermediate grades for intermediate teachers, except that a grade 3 teacher may apply for a 4th grade vacancy. A grade 4 teacher has rights to an intermediate grade level or grade 3.~~

~~D.~~ C. If two or more teachers apply for the vacancy, the teacher with the greatest District seniority will be granted the position.

~~E.~~ D. Subsequent vacancies, including the vacancy created by the aforementioned process, will be filled through the normal selection process.

15. TK-6 Vacancies After ~~July 15th~~ June 30th

1
2 If a vacancy occurs after ~~July 15th~~ June 30th, the ~~principal~~ site administrator may assign an
3 existing teacher on site, voluntarily, to the vacant position or hire/appoint a new teacher, to
4 the vacant position. The ~~principal~~ site administrator must give due consideration to the
5 assignment sheet request forms before making a placement.
6

7 16. Resource Specialists
8

9 The Resource Specialists' assignments will be determined based upon the following
10 guidelines:
11

- 12 A. Special Education Directors shall provide an opportunity for staff involvement when
13 planning Resource Specialists' assignments.
14
15 B. Special Education Directors are responsible for the final development of reassignments
16 in a fair and equitable manner. The District shall provide an opportunity for
17 meaningful participation and involvement of Resource Specialists in the fulfillment of
18 this responsibility.
19
20 C. Assignments that remain unchanged from year to year will be filled by the Resource
21 Specialist who had the same assignment the previous year. This includes any portion
22 of an assignment of 50% or more at a given site. Example: If the allocation at a given
23 site falls from 100% to 50%, the teacher has the right to retain their 50% position, but
24 will need to select an additional 50% assignment as spelled out below.
25
26 D. Resource Specialists, that have a change or partial change (see above) in their
27 assignment from one year to the next, will choose the assignment they want from a list
28 of vacant assignments provided by the District. If more than one Resource Specialist
29 chooses the same assignment, the Resource Specialist with the most District-wide
30 seniority will be placed in the position.
31
32 E. The District may reassign a Resource Specialist from their existing assignment for
33 compelling reasons.
34
35 F. Assignments will be given 20 calendar days before the end of the school year.
36

37 17. Psychologist/Speech Language Pathologists/Nurse Assignments
38

39 The following procedures will be followed for Psychologist/Speech Language
40 Pathologist/Nurse assignments. All groups represented will be referred to as "staff."
41

- 42 A. The Senior Directors of SELPA/Student Support Services will determine in a fair and
43 equitable manner the amount of service, schedules, and assignments that need to be
44 filled.
45
46 B. For staff who have a chance in assignment, they will choose from the list of modified
47 or currently vacant assignments. The selection of open assignments will be done in
48 seniority order.

- 1
- 2 C. Once all staff have an assignment, the remaining vacancy/vacancies will be offered to
- 3 all staff in seniority order. If an assignment is selected, the newly vacant assignment
- 4 will be included as an opportunity for the next and potentially remaining staff to select.
- 5 Each staff member will have one opportunity to choose. Additional selection
- 6 opportunities will not be granted based upon different assignments becoming available.
- 7
- 8 D. Staff will have no more than 24 hours (excluding weekends) to respond. If there is not a
- 9 response, the District will view this as the staff member being content in their current
- 10 assignment.
- 11
- 12 E. Staff currently with specialty assignments may request a different assignment, but
- 13 placement will be contingent upon hiring an employee who can meet the specialty
- 14 need.
- 15
- 16 F. If there is a vacancy that occurs prior to August 1, the following shall occur:
- 17
- 18 i. The remaining vacancy/vacancies will be offered to all staff in seniority
- 19 order. If an assignment is selected, the newly vacant assignment will be
- 20 included as an opportunity for the next and potentially remaining staff to
- 21 select. Each staff member will have one opportunity to choose. Additional
- 22 selection opportunities will not be granted based upon different assignments
- 23 becoming available.
- 24 ii. Staff will have no more than 24 hours to respond. If there is not a response,
- 25 the District will view this as the staff member being content in their current
- 26 assignment.
- 27 iii. Staff currently with specialty assignments (e.g., DHH, Bilingual, etc.) may
- 28 request a different assignment, but placement will be contingent upon hiring
- 29 an employee who can meet the specialty need.
- 30
- 31 18. School Psychologists' assignments will be determined based upon the following guidelines:
- 32
- 33 ~~A. The Director of Special Education will determine in a fair and equitable manner the~~
- 34 ~~amount of service and the schedules that need to be filled.~~
- 35
- 36 ~~B. Assignments that remain unchanged from year to year will be filled by the psychologist~~
- 37 ~~that had the same assignment the previous year.~~
- 38
- 39 ~~C. For psychologists who have a change in their assignment from one year to the next,~~
- 40 ~~they will choose the assignment they want from assignments that are not the same as in~~
- 41 ~~the previous year, and if more than one psychologist chooses the same assignment, the~~
- 42 ~~psychologist with the greatest District seniority will be placed in the position.~~
- 43
- 44 ~~D. If the District does not think that a psychologist's assignment is appropriate, they may~~
- 45 ~~reassign the psychologist to a different position if there are compelling reasons.~~
- 46
- 47 A. E. Psychologists shall be on flexible schedules. If the psychologists and
- 48 Directors cannot agree to the particular days to be worked, then the Associate

Superintendent, Human Resources/Designee will set the schedule.

~~B. F.~~ Psychologists shall be available to work 10 days (5 days prior to the start of the student traditional schedule, and 5 days after the end of the traditional schedule). These days will be based upon need determined by the ~~Assistant Superintendent~~, SELPA Director(s).

~~C. G.~~ High School Psychologists shall serve the transitions students based upon the home high school of the student.

19. Speech, Language and Hearing Specialist

~~A. The Director of Special Education will determine in a fair and equitable manner the amount of service and schedules that need to be filled.~~

~~B. Assignments that remain unchanged from year to year will be filled by the Speech, Language and Hearing Specialist that had the same assignment the previous year.~~

~~C. Speech, Language and Hearing Specialists who have a change in their assignment from one year to the next can choose the assignment they want from assignments that are not the same as in the previous year. If more than one Speech, Language and Hearing Specialist chooses the same assignment, the Speech, Language and Hearing Specialist with the greatest District seniority will be placed in the position.~~

~~A. D.~~ The District may reassign a Speech, Language and Hearing Specialist from their existing assignment for compelling reasons.

Note: The Speech, Language and Hearing specialists will receive additional compensation for LEA MEDI-CAL billing; this responsibility will be added to their overall job duties.

20. Athletic Coaching positions will be filled using the following process:

A. The ~~Principal~~ site administrator shall determine coaching vacancies for the ensuing year.

B. The ~~Principal~~ site administrator may reappoint all certificated District employee coaches to their previous coaching assignments.

C. The ~~Principal~~ site administrator will advertise (i.e. post as vacancies) all vacant positions throughout the District.

D. If more than one certificated District employee coach applies for a position, the Athletic Director and another coach designated by the ~~Principal~~ site administrator, and the ~~Principal~~/administrative designee will interview the candidates and make a selection by consensus (no scoring or rating sheets).

E. Certificated District employees shall have first rights of refusal over walk-on coaches.

F. Active and retired teachers who are hired to coach for Modesto City Schools within ten years of their last Modesto City Schools' coaching assignment shall be given the same years of service credit on the stipend hourly rate schedule that they had as of the last time they coached for Modesto City Schools. No additional credit will be given for experience outside Modesto City Schools.

G. Retired teacher/coaches who apply for coaching positions are to be considered "non-District" employees and shall not be given priority over active teachers or coaches.

21. Assignment of Athletic Teacher/Coaches (This section applies to certificated District employees only)

A. Only teachers teaching six instructional periods (excluding a P.E. coaching assignment) shall be paid the 8th period stipend.

B. All 9-12 teacher-coaches (full-time employees) who are assigned five instructional periods (excluding a P.E. coaching assignment) plus a P.E. coaching assignment, shall receive a portion of a sixth period stipend in addition to their coaching stipend for coaching duties during the 8th period. No coach shall receive more than one sixth period stipend per fall, winter or spring sport seasons.

~~22. New Teachers/District Pool~~

~~A. New teachers hired into a District "pool" may be placed in particular assignments by the District.~~

~~B. Once new teachers are placed in a specific position, they will not be allowed to apply for other vacancies until the following year.~~

~~23. 22 Assignment of Optional Periods~~

A. The assignment of optional periods shall be as follows:

1) The ~~principal~~ site administrator seeks volunteers within the department in which the assignment is to be made.

2) Volunteers must be appropriately credentialed and the immediate previous evaluation must be satisfactory.

3) If there are a greater number of volunteers than available positions, the teachers will have the first opportunity to resolve the assignment among themselves.

In the event that no resolution can be reached among the interested teachers, the assignment(s) will be decided by a lottery.

4) If there are an insufficient number of volunteers within a department, the ~~principal~~ site administrator will seek volunteers in the school at large who are appropriately

1 credentialed and their immediate previous evaluation was satisfactory.

2
3 If there are a greater number of volunteers than available positions, the
4 assignment(s) shall be resolved as in “3” above.

5
6 An assignment filled by a volunteer from another department shall be counted
7 against the department in which the assignment is being made, not the department
8 in which the volunteer teaches. (For example: a math teacher volunteers to fill a
9 science assignment for which there are no science volunteers. The assignment
10 counts against the science department, not the math department.)

- 11
12 5) If the ~~principal~~ site administrator can clearly demonstrate that there are no
13 volunteers to fill the assignment(s), the ~~principal~~ site administrator may hire outside
14 the site or the District or reallocate the optional period assignments to another
15 department following the procedures outlined above.

16
17 If the District fills the assignment(s) by hiring additional staff, the unassigned
18 optional period(s) are not to be allocated to other departments.

- 19
20 6) Sites may have no more than ~~three (3)~~ four (4) optional periods per department. If,
21 after assignments are made, a department has ~~four (4)~~ five (5) optional periods, the
22 District will hire an ~~80% (.80 FTE)~~ 100% (1.0 FTE) in lieu of the ~~four (4)~~ five (5)
23 optional periods in that department. If after a good faith effort the District is unable
24 to hire a 1.0 FTE the District may assign the 5th optional to a current employee after
25 consultation with the Association.

- 26
27 7) This process is to be used for the assignment of optional periods based on student
28 ballots and not for optional periods assigned for special purposes (e.g. Ag
29 Supervision, grant funded optionals, special education, Title I, ~~CAHSEE~~
30 ~~Remediation~~, etc.).

- 31
32 8) If a certificated employee is assigned an optional period and goes on leave or is
33 absent more than 30 days in a semester, the optional period will be assigned to
34 another certificated employee.

35
36 24. 23. Department/Instructional Team Chairperson, 7-12

37
38 Department/Instructional Team Chairperson 7-12: Beginning with the 2012-13 school year,
39 7-12 Department/Instructional Team Chairperson positions will be established at each 7-12
40 school site. Compensation will be based on a percentage of the Stipend Base Rate and the
41 number of staff members in the department/team.

42
43 A. The site administrator will annually notify in writing team/department members of
44 his/her intention to fill Department/Instructional Team Chairperson positions and ask
45 team/department members to submit their recommendations for Department/Instructional
46 Team Chairpersons.

47
48 B. The team/department members' recommendations shall be submitted in writing to the

1 administrator within ten (10) days of the site administrator's notice of his/her intention
2 to fill Department/Instructional Team Chairpersons.
3

- 4 C. Department/Instructional Team Chairpersons shall be selected by the site administrator
5 after soliciting input from each team/department member. A copy of each
6 team/department members' confidential written preference for Department/Instructional
7 Team Chairperson shall be sent to the Association Office by the District. The site
8 administrator shall give good faith consideration to the majority preference of the
9 team/department.
10
11 D. The specific instructional teams for each school site will be determined by the site
12 administration and a Site Leadership Team after receiving input from the faculty, with
13 final approval from the ~~principal~~ site administrator.
14
15 E. The site administrator will provide each teacher with a master list of the site's
16 department/instructional teams. Each teacher will be in a department group and in an
17 instructional team. Teachers will be given the opportunity to indicate three (3)
18 preferences and each teacher will be assigned to one of three instructional teams
19 indicated as their preference. If the teacher fails to provide three (3) separate
20 preferences, the ~~Site Administrator~~ will assign the individual to any group. Staff will
21 be assigned to teams to ensure parity.
22
23 F. Teachers are contractually required to attend department and instructional team meetings
24 monthly.
25
26 G. 9-12 schools shall have maximum of 14 department/instructional teams. Individual sites
27 will select which programs will be represented. Instructional teams may be formed
28 around professional learning communities of programs or instructional areas including
29 but not limited to the following lists: five (5) from List A, 3-4 from List B, and 5-6 from
30 List C.
31
32 H. 7-8 school sites shall have a maximum of 7 department/instructional teams. Individual
33 sites will select which programs will be represented. Instructional teams may be formed
34 around professional communities of programs or instructional areas including but not
35 limited to the following lists: five (5) from List A and two (2) from List B or List C.
36
37
38

<u>List A – Departments</u>	<u>List B – Departments</u>	<u>List C – Instructional Teams</u>
English Language Arts	Business	Assessment and Evaluation
Math	Fine Arts	Curriculum
Science	Foreign Language	Instruction
Social Science	Industrial Arts	School Culture and Support
Special Education	Media Arts	Vision and Purpose
	P.E./Health	AP/IB
	Performing Arts	AVID
	Practical Arts	CCSS Curriculum PLC
	Support Services	Content Area and Literacy
		Language Institute

		Professional Development PLC
		School Change PLC
		SLC Team

I. Department/Instructional Team Chairpersons responsibility may include the following duties:

- 1) Actively participate on the site leadership team.
- 2) Facilitate the review of student performance data and develop plans to increase student learning.
- 3) Participate in developing and revising curriculum.
- 4) Assist with the orientation of new teachers.
- 5) Assist with student scheduling and placement of new students (specifically special education).
- 6) Conduct regularly scheduled meetings with the department/instructional team.
- 7) Assist with the development of the Professional Learning Community (PLC).
- 8) Willingness to learn, adopt, and potentially assist teachers transition to the Common Core State Standards (CCSS).
- 9) Lead a team of department or instructional team teachers.
- 10) Assist the administration with master schedule building.
- 11) Attend site leadership, lead teacher meetings.

ARTICLE X

HEALTH AND WELFARE BENEFITS

1 A. Health Benefit Committee

2
3 Commencing August 1, 2019, a Health Benefits Committee will be established to explore
4 potential health benefit cost containments to help reduce employee out-of-pocket costs. The
5 Committee may retain the services of a health insurance broker as a resource when needed.

6
7 The Committee will provide an end of process summary shared with respective bargaining
8 teams prior to February 1, 2020.

9
10 The Committee shall consist of four (4) MTA unit members and four (4) management
11 members.

12
13 There will be two (2) Co-Chairs (one MTA unit member and one management member).

14
15 Each MTA member will receive a two thousand dollar (\$2,000) stipend for service on the
16 Committee.

17
18 The Committee is a recommending body that will meet outside of the school day.

19
20 B. Effective January 1, 2011, the District re-enrolled in the CalPERS health care system in
21 accordance with the timelines prescribed by CalPERS, subject to the recommendation of the
22 Insurance Committee and MCS Board approval. (Any changes were to be cost-neutral to
23 the District.)

24
25 An eligible employee is a unit member that is regularly assigned to 60% or more of a full-
26 time equivalent assignment. Service between 50% and 59.99% will be eligible for a
27 percentage of the District Contribution. Service in a less than 50% position or substitute
28 assignment shall not be included in the determination for eligibility for health and welfare
29 benefits.

30
31 An eligible Child Development certificated employee is a unit member that is regularly
32 assigned 4 or more hours a day. Service in less than 4 hours shall not be included in the
33 determination for eligibility for health and welfare benefits.

34
35 C. The Association reserves the right to change carriers for vision and dental insurance with
36 mutual agreement with the District.

37
38 D. Effective April 1, 1995, employee health and welfare benefits will be administered through
39 the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible
40 Benefits Plan. Employees will have the option of purchasing health and welfare plans
41 (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any
42

1 remaining contribution into a “qualified benefit” as defined by Internal Revenue Code
2 Section 125. The employee will have the further option of taking any or all of the District’s
3 fringe benefit contribution as cash, on which federal and state taxes will be calculated as
4 applicable.
5

- 6 E. 1. Commencing January 1, 2007, the District shall contribute \$150 per month, per eligible
7 employee, toward the purchase of a health and welfare package from the District-selected
8 health care provider. In the event the cost of the health and welfare benefit package
9 exceeds the District’s contribution, each eligible employee shall be responsible for the
10 additional cost and shall be subject to mandatory monthly deductions to cover the
11 difference between the actual cost of the employee’s health and welfare package and the
12 District’s contribution. This paragraph shall sunset effective December 31, 2020.
13
- 14 2. Effective July 1, 2014, the District shall contribute an additional \$250.00 per month
15 toward benefits for all permanent, temporary, and probationary bargaining unit members.
16 An employee who is otherwise provided basic group medical coverage may opt to have
17 the District pay \$250.00 per month, cash in lieu. Such payment shall be in lieu of medical
18 coverage paid by the District and shall be initiated only following the employee’s
19 certification, on a form prescribed by the District, of alternative coverage. For the 2014-
20 15 school year only, employees will have until August 29, 2014 to submit this
21 certification retroactive to July 1, 2014. This paragraph shall sunset effective December
22 31, 2020.
23
- 24 3. Effective January 1, ~~2021~~ 2022, the District shall contribute ~~five hundred and eighty-three~~
25 ~~dollars and thirty-four cents (\$583.34)~~ up to seven hundred dollars (\$700) per month
26 ~~(\$7,000 per complete benefit year which is January 1 to December 31)~~ for full time unit
27 members toward the purchase of District approved insurance plans. The District
28 contribution shall be prorated pursuant to Paragraph B above.
29
- 30 4. Effective with the Open Enrollment period for coverage in the 2021 benefit year (January
31 1 to December 31), each eligible employee shall be required to enroll in the District-
32 selected medical health and welfare program. However, the District shall permit an
33 eligible employee to opt out of the District’s medical health and welfare program if the
34 eligible employee can provide sufficient proof to the District of other group medical
35 health insurance coverage. The term “other group medical health insurance coverage”
36 shall not include Covered California or a Health Care Sharing Program.
37
- 38 5. An eligible employee who provides certification of other group medical health insurance
39 coverage may opt to have the District pay \$250.00 per month, cash in lieu. Such amount
40 shall be prorated accordingly. Such payment shall be in lieu of medical health and
41 welfare program coverage paid by the District and shall be initiated only following the
42 employee’s certification, on a form prescribed by the District, of alternative other group
43 medical health insurance coverage. An employee hired on or after July 1, 2020 shall not
44 be eligible to receive a cash in lieu benefit. An employee hired before July 1, 2020 and
45 who currently is enrolled in District-selected medical health and welfare program has
46 until the end of the Open Enrollment period for coverage in the 2021 benefit year to opt

1 out of the District's medical health and welfare program, and in accordance with this
2 paragraph receive \$250 per month cash in lieu.
3

- 4 6. The District's contribution amount shall be applied first to Medical, second to dental and
5 third to vision. Dental and vision are optional coverage. In the event the cost of the
6 health and welfare benefit coverage (medical, dental, or vision) exceeds the District's
7 contributions, each eligible employee shall be responsible for the additional cost which
8 shall be made by mandatory monthly deductions. ~~In the event the cost of the District's~~
9 ~~medical health and welfare benefit is coverage is less than the District's contribution,~~
10 ~~each eligible enrolled employee shall be allowed to use excess funds towards ancillary~~
11 ~~benefits or 403(b) plan.~~
12

- 13 7. Notwithstanding Paragraph E 5, above, an employee hired on or after January 1, 2021,
14 may not opt out of medical coverage if required by the District's healthcare plan provider.
15

- 16 8. The District recognizes that Health & Welfare premium rates may change mid-year and
17 will increase the additional contribution to the minimum amount necessary to be
18 compliant with the Affordable Care Act laws based on a calculation of Range 1/Step 1 of
19 Salary Schedule A. The additional cost will be calculated, applied, and recognized
20 towards the amount eligible for the following year's negotiations.
21

- 22 9. District employees who are married (or domestic partners) may combine monthly health
23 and welfare benefit contributions to purchase a family coverage plan in a District
24 approved medical health and welfare program.
25

- 26 10. Effective January 1, 2021, the District shall pay for whole group term life insurance with
27 a benefit of \$50,000 to employees as part of the employee benefit package. The District
28 shall have the authority to select the insurer for this benefit in consultation with the
29 Association. The Association agrees that this benefit shall resolve any dispute, including a
30 claim for back pay related to prior contributions by members.
31

- 32 F. Open enrollment period shall be scheduled as determined by the District's insurance
33 provider within the calendar year.
34

- 35 G. Effective January 1, 2011, the following will comprise the medical insurance program:
36

37 The following are criteria for administering the program:
38

- 39 1. Active employees must retire in a Modesto City Schools' health plan to be eligible
40 for coverage.
41 2. Retired employees who leave MCS' health program may return only during open
42 enrollment.
43 3. Early retirees, retirees >65 without Medicare, and retirees with Medicare, shall be
44 included in the program.
45 4. Early retirees and retirees without Medicare will be charged the same rate as the
46 active employees.

- 1 5. Retired employees' spouses with coverage at the time of death shall have the right
2 to continue coverage for his/her life at their own expense.

3
4 H. Retired Teachers

- 5
6 1. As of July 1, 2020, the District's funding of the MTA Medical Benefits Trust in the
7 current year shall be based on .30% of the certificated salaries (unrestricted resources
8 only (1000-1999) excludes benefits) as calculated on the unaudited actuals for the
9 prior fiscal year.
10
11 2. Each year, a list of retiree participant names will be provided to MTA for review to
12 ensure that only former MTA members are included in the retiree participant pool.
13
14 3. The District shall continue current plan for reimbursement of medical premium with
15 retirees and MTA Medical Benefits Trust. This plan may be changed by mutual
16 agreement.

17
18 The following payment schedule for any remaining funds currently contributed to the
19 MTA Medical Benefits Trust shall be:

20
21 Jul-Sep quarterly payment - October 31st
22 Oct-Dec quarterly payment - January 31st
23 Jan-Mar quarterly payment - April 30th
24 Apr-Jun quarterly payment - July 31st
25

26 I. Hourly Employees – Purchase of Health Insurance

27
28 Substitute teacher or hourly employee, including independent study hourly teachers, may
29 purchase health insurance which is covered by the District program in accordance with
30 federal laws:

- 31
32 1. Pre-payment arrangements acceptable to the District Business Office are executed in
33 writing.
34
35 2. Bargaining unit members under contract with the District 20% or more may purchase
36 dental insurance subject to prior arrangements satisfactory to the District Business
37 Office.
38
39 3. If purchasing Modesto City Schools insurance, all Child Development groups shall
40 receive the health and welfare premium contribution referenced in Paragraph E 3 and 4
41 (employees who work 60-100%) and shall be subject to the same requirements set
42 forth in Paragraph E. Service between 25-59% will be eligible for a percentage of the
43 District Contribution.

ARTICLE XXII

ADDITIONAL PROGRAMS

1 A. The following programs may be implemented by the District:

2
3 Academic Intervention
4 Adult Education
5 Credit Recovery Online Program (class.com)
6 Extended Summer School, 7-12
7 Home and Hospital (Regular Education)
8 Home or Hospital (Special Education)
9 Independent Study (Hourly)
10 Independent Study (Full-time Modesto Virtual Academy "MVA"
11 Program)
12 ~~In-School Suspension~~
13 ~~Modesto Virtual Academy Program~~
14 Rigorous Intervention for Student Excellence (RISE)

15
16 B. Extended Summer School Program teachers will be paid on the Hourly Direct Instructional
17 Program Schedule.

18
19 C. The number of sessions per day and the number of weeks the sessions will be offered, will
20 be determined by site needs and/or funding.

21
22 D. Academic Intervention and Extended Summer School teachers will be paid one hour for
23 every hour of instruction.

24
25 E. Home and Hospital teachers will be paid one hour preparation time per student served.

26
27 F. A regular teacher with the District may work no more than 4 hours per school day or
28 20 hours per week, in total, in any of the hourly programs listed in this section, except as
29 noted in Independent Study (Hourly).

PROGRAM TITLE:	Academic Intervention Program
ELIGIBILITY:	TK-12
PROGRAM SUMMARY:	<p>To provide supplemental educational opportunities for pupils through instruction during the school year outside the regular school day, Saturday school and during summer for programs not considered traditional summer school (e.g. Summer Bridge Program).</p> <p>To increase the instructional time and/or support instruction in all content areas.</p>
PROGRAM REQUIREMENTS:	<p>The instruction/support must supplement the regular instructional program in the core academic areas.</p> <p>Instruction may be provided before school, after school, on Saturdays, or during summer.</p>
TEACHER RESPONSIBILITIES:	<p>Plan, prepare, teach/assist/reinforce student learning in all, content areas, evaluate student learning, and keep records as required.</p> <p>Instructional settings will include large group, small group, and/or individual instruction as needed.</p>
SALARY:	<p>Hourly Direct Instructional Program Schedule.</p> <p>School Year: Paid hourly up to a maximum of 4 hours a day (Monday through Friday).</p> <p>Saturday School requires a minimum of 4.25 hours of student contact time (teacher compensated for 5.0 hours).</p> <p>Other Saturday program hours are dependent on site needs and require prior written approval by site administrator.</p> <p>Non-traditional summer program (e.g. Summer Bridge) hours dependent on site need.</p>

PROGRAM TITLE:	Adult Education
ELIGIBILITY:	Any student who is 16 years of age or older.
PROGRAM SUMMARY:	A wide variety of classes are offered to provide sufficient courses to meet the Adult and Comprehensive High School diploma requirements through adult concurrent enrollment. These include English, science, social science, mathematics, etc. In addition, courses to prepare for the General Educational Development (GED) test, Citizenship Program, and some Industrial Trade Programs are offered. Teachers provide instruction after the regular school day for various amounts of hours.
PROGRAM REQUIREMENTS:	Teacher develops course material with principal and district support and supervision. A monthly register of student attendance is maintained. A teacher is responsible for testing, grading work, and other activities associated with the class.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required.
SALARY:	Hourly Direct Instructional Program Schedule

PROGRAM TITLE:	Credit Recovery Online Program
ELIGIBILITY:	7-12 Middle/High Schools
PROGRAM SUMMARY:	<p>To provide supplemental educational opportunities for pupils through instruction and/or support during the school year, outside the regular school day.</p> <p>To increase the instructional time and/or support instruction in the core academic areas.</p>
PROGRAM REQUIREMENTS:	<p>The instruction/support must supplement the regular instructional program in the core academic areas.</p> <p>Instruction/support may be provided before school, after school, or on Saturdays.</p>
TEACHER RESPONSIBILITIES:	<p>Teach/assist/reinforce student learning in the core academic areas, evaluate student learning, and keep records as required.</p> <p>Instructional settings will include large group, small group, and/or individual instruction as needed.</p>
SALARY:	<p>Hourly Direct Instructional Program Schedule.</p> <p>Paid hourly up to a maximum of 3 hours a day.</p>

PROGRAM TITLE:	Extended Summer School
ELIBIGILITY:	Grades 7-12
PROGRAM SUMMARY:	<p>To provide supplemental educational opportunities for pupils outside the regular school day during the school year.</p> <p>To provide make-up opportunities for students behind credits for graduation or who need to make-up a course requirement.</p> <p>To improve academic achievement in low performing schools.</p>
PROGRAM REQUIREMENTS:	<p>The instruction will be offered in mathematics, science, social science/history, English/language arts, foreign language, fine arts, computer education or any course that provides credit toward graduation.</p> <p>Instruction may not exceed 180 minutes per session.</p> <p>Pupil attendance is voluntary.</p>
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required.
SALARY:	<p>Hourly Direct Instructional Program Schedule.</p> <p>Paid hourly up to a maximum of 3 hours per day.</p>

PROGRAM TITLE:	Home and Hospital (Regular Education)
ELIGIBILITY:	Students with medical problems.
PROGRAM: SUMMARY:	Students with a doctor's note indicating short-term medical needs are referred to Home and Hospital. Credits or achievement levels (TK-6) are given by the student's home school based on program completion.
PROGRAM REQUIREMENTS:	The site administrator will determine the placement of students in the Home and Hospital Program and assign the Home and Hospital teacher. The Home and Hospital teacher develops coursework for the student in collaboration with regular classroom teacher for the first ten days of Home and Hospital. If the student is on Home and Hospital for more than five days, the Home and Hospital teacher will be responsible for developing coursework. The coursework developed by the Home and Hospital teacher is to be equivalent to the courses the student was enrolled in while attending school in the regular program. The Home and Hospital teacher delivers instruction at a site convenient to the student and parents. The teacher maintains monthly register of meetings, corrects work, administers tests, and provides assistance.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required. All preparation and instruction is to take place outside the teacher's regular workday. The teacher shall serve one student at a time for up to five (5) hours per week. The Home and Hospital teacher may not claim more than 20 hours a week during the regular school year if they are a full-time teacher with the District.
SALARY:	Hourly Direct Instructional Program Schedule. The teacher will be paid hour for hour for instruction and up to one hour of preparation time per student.

PROGRAM TITLE:	Home or Hospital (Special Education)
ELIGIBILITY:	Placement in Home and Hospital is determined by the IEP.
PROGRAM SUMMARY:	The Home and Hospital Program serves Special Education students at either a home or hospital setting based upon the Individualized Education Plan Team's recommendation for services, including frequency and duration.
PROGRAM REQUIREMENTS:	The Home and Hospital Program is designed to serve students with exceptional needs with a medical condition such as those related to surgery, accident, short-term illness, or medical treatment for a chronic illness or as determined by the IEP. The Program Manager will assign the student to a Special Education credentialed Home and Hospital teacher. The curriculum developed for the student will be equivalent to the courses the student was enrolled in before being placed in the Home and Hospital Program.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required. All preparation and instruction is to take place outside the teacher's regular workday. The teacher shall serve one student at a time for up to five (5) hours of instruction per week. The teacher may not claim more than 20 hours a week during the regular work year.
SALARY:	Hourly Direct Instructional Program Schedule. The teacher will be paid hour for hour for instruction and can claim up to one hour of preparation per student.

PROGRAM TITLE:	Independent Study (<u>Hourly</u>)
ELIGIBILITY:	TK-12 students/adults
PROGRAM SUMMARY:	Students are provided an alternative education program TK-12 and meets with a teacher one hour per week and completes independently, with parent (etc.) assistance, at least 25 hours of classroom work. The Independent Study teacher will follow district-approved course descriptions and guidelines to deliver the educational program agreed to contractually between the parents and school district.
PROGRAM REQUIREMENTS:	The teacher develops a program of study in collaboration with the counseling staff at Elliott <u>Pearson</u> . Teacher maintains a monthly register of meetings, corrects work, administers tests and provides assistance. In special cases, teachers will travel to sites other than Elliott for student safety or other significant reasons.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required.
	<ul style="list-style-type: none"> a. A teacher that is a regular teacher with the District may work no more than 4 hours Independent Study per school day, or an average of 20 hours a week. b. <u>Independent Study teachers' hourly claims will be increased to up to six (6) hours per day/30 hours per week for the months of January and February, in understanding of the increases in TK-12 site Independent Study students/hours during winter break.</u> c. A teacher that only works in the Independent Study Program may work up to 45 hours a week. d. Resource teachers, teaching resource students, will be responsible for completing all IEPs, testing, and annual reviews for these students.
SALARY:	Hourly Direct Instructional Program Schedule.

PROGRAM TITLE:	Independent Study (Full-Time <u>(Modesto Virtual Academy “MVA” Program)</u>)
ELIGIBILITY:	TK-12 students/ adults
PROGRAM SUMMARY:	Students are provided an alternative education program <u>via an online Independent Study model</u> . Student TK-12 and meets with a teacher one hour per week and <u>independently completes independently, with parent (etc.) assistance, at assigned least 25 hours of classroom work</u> . <u>Teachers shall provide assistance as needed during this hour</u> . The Independent Study <u>MVA</u> teacher will follow district-approved course descriptions and guidelines to deliver the educational program agreed to contractually between the parents and school district. A full-time Independent Study teacher shall carry 30 <u>25</u> students per week (6 <u>5</u> hours per day/ <u>5</u> days per week).
PROGRAM REQUIREMENTS:	The teacher develops a program of study in collaboration with the counseling staff at Elliott <u>Pearson</u> . The teacher maintains a monthly register of meetings, corrects work, administers tests and provides assistance.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required. <u>The teacher completes duties as outlined on the MVA Classroom Teacher job description and shall be evaluated on a non-instructional evaluation form</u> .
SALARY:	Independent Study Salary Schedule. Six hours per day, times 180 instructional days, plus \$500 to cover preparation and/or other meetings. <u>Certificated Salary Schedule A – Basic Teacher Work Year.</u>
<u>2021-2022 SCHOOL YEAR:</u>	For the 2021-22 school year, the Letter of Agreement <u>MVA Online Learning dated April 26, 2021 will be adjusted to meet the requirements of Assembly Bill 130 as follows:</u> <u>Grades TK-3:</u> <u>20:1 student/teacher ratio.</u> <u>1 hour synchronous instruction per day regularly scheduled.</u> <u>1 hour per week with each individual student.</u> <u>Grades 4-8:</u> <u>24:1 student/teacher ratio.</u>

15 minutes per day daily check in with students. 1
hour per week with each individual student.

Grades 9-12:

25:1 student/teacher ratio.

1 hour per week with each individual student.

Note: See Letter of Agreement MVA Online Learning dated 4/26/2021 and amended on 8/3/2021

PROGRAM TITLE: _____ In-School Suspension (ISS)

GRADE LEVEL: _____ Grades 9-12

PROGRAM SUMMARY: _____ Supervision of students in suspension center during class periods.

PROGRAM _____ Maintaining orderly, safe learning environment.
REQUIREMENTS: _____

OVERALL _____ Under general supervision, the ISS teacher will supervise
RESPONSIBILITY: _____ and monitor the behavior of students who are assigned to in-school suspension and assist in the maintenance of an orderly and safe learning environment.

TEACHER RESPONSIBILITIES: _____

1. _____ Supervise students in the “in-school suspension” program.
2. _____ Establish efficient classroom management procedures, and enforce classroom, school and District rules in the ISS room as directed by the Principal/designee.
3. _____ Disseminate and collect students’ assignments and materials that are provided by the students’ teachers.
4. _____ Provide instruction and materials as needed to ensure students have work to do while in the ISS room.
5. _____ Assist in clerical duties (e.g., roll taking, grade recording in ISS reported to regular education teacher, student achievement and/or behavior reports, attendance reports, and teacher referral processing).
6. _____ Effectively communicate and maintain cooperative relationships with those contacted in the course of work.
7. _____ Conflict mediation.
8. _____ Make parent contact regarding ISS when appropriate.
9. _____ Provide certificated supervision as needed (staff, emergency, IEP, rally).
10. _____ Assist the Principal/designee as needed.

SALARY: _____ Optional Period

PROGRAM TITLE: ~~Modesto Virtual Academy Program~~

ELIGIBILITY: ~~7-12 Middle/High Schools~~

PROGRAM SUMMARY: ~~To provide supplemental educational opportunities for pupils through instruction and/or support during the school year, outside the regular school day.~~

~~To increase the instructional time and/or support instruction in the core academic areas.~~

PROGRAM REQUIREMENTS: ~~The instruction/support must supplement the regular instructional program in the core academic areas.~~

~~Instruction/support may be provided before school, after school, or on Saturdays.~~

TEACHER RESPONSIBILITIES: ~~Teach/assist/reinforce student learning in the core academic areas, evaluate student learning, and keep records as required.~~

~~Instructional settings will include large group, small group, and/or individual instruction as needed.~~

SALARY: ~~Hourly Direct Instructional Program Schedule.~~

~~Paid hourly up to a maximum of 3 hours a day.~~

PROGRAM TITLE:	Rigorous Intervention for Student Excellence (RISE)
ELIGIBILITY:	Grades TK/K-8.
PROGRAM SUMMARY:	To provide educational opportunities for students through supplemental instruction during the school year, outside the regular school day.
PROGRAM REQUIREMENTS:	The instructional/support is for a minimum of 15 students and maximum of 25 students assigned to each participating teacher per trimester/semester. Recommendations of site teachers will be considered in selection of students for the program. Each student group assigned to a teacher will be based on common ability level. The District will provide the teacher with the curriculum and information related to the data collection for each student and student group.
TEACHER RESPONSIBILITIES:	<p>Teach/assist/reinforce student learning in core academic areas, evaluate student learning, and collect/review data regarding each student and the student group. Administer pre/post assessments.</p> <p>Teachers will provide instruction 3 times per week. Three (3) days determined by the District recognizing numerous variables (Association meetings, transportation) and the goal of District-wide consistency. Requires a year-long commitment. K-8 teachers may share the assignment with prior approval.</p>
SALARY:	\$60 per hour. Each day requires 1.5 hours (minimum 1 hour direct instruction) <u>with 15 minutes of paid prep.</u>