

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MCS MANAGERS

RE: Compensation Package for the 2020-21 and 2021-22 School Years

This agreement is entered into by and between Modesto City Schools and the MCS Managers. The District and MCS Managers agree to the following:

1. **Salary Compensation**: A 4.5% increase to the applicable management salary schedules shall be effective July 1, 2021.
2. **Professional Development**: The Professional Development program for managers 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. For the 2021-22 school year, the District shall pay the equivalent of .5% of the manager's annual base salary upon completion of six (6) hours of District-approved professional development that aligns with District-identified initiatives. An additional .5% of a manager'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. The professional development opportunity is voluntary and is exclusive of any other professional development for which compensation is paid. Participation in professional development as described herein shall not interfere with, or conflict with, the performance of a manager's duties and will be performed on each manager's own time and shall not conflict with any duties or obligations to the District. The District will provide the appropriate form/process that will require the approval of the manager's supervisor.
 - a. All hours must be completed and submitted by July 1, 2022 for the 2021-22 school year.
 - b. The 1.0% PD initiative is effective as of August 13, 2021, the date of full execution of the previous related LOA. The terms of this agreement related to the PD initiative shall replace the previous LOA "Professional Development Initiative 2021-22" while maintaining the same effective date.
3. **Health & Welfare Benefits**: Effective January 1, 2022, the District shall contribute up to seven hundred dollars (\$700) per month for full time managers toward the purchase of District approved insurance plans. The District contribution shall be prorated for managers less than 1.0 FTE. The Health and Welfare Benefits plan in the MCS Management Handbook is revised to state:
 - a. In the event the cost of the health and welfare benefit coverage (medical, dental, or vision) exceeds the District's contributions, each eligible employee shall be responsible for the additional cost which shall be made by mandatory monthly deductions. In the event the cost of the District's medical health and welfare benefit coverage is less than the District's contribution, each eligible employee shall be allowed to use excess funds towards ancillary benefits (dental and vision plans).

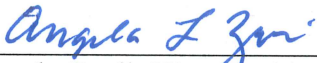
4. COVID-19 Leave: For the 2021-22 school year, if contact tracing shows a fully vaccinated manager was exposed and contracted COVID-19 from school-related business, consistent with conditions set forth in Senate Bill 1159 (2020), and is required to quarantine after September 30, 2021 (the expiration date of SB95) the manager will be granted up to 10 days of paid leave and will not have his/her sick leave balances reduced. The paid time off may include any new state or federal leave(s) required, such as extension of SB95, because of the COVID-19 pandemic.
5. Hiring Incentive: In order to enhance the District's ability to recruit highly qualified candidates for management positions identified by the District as "hard to fill" or positions otherwise in high demand with low supply of candidates due to a competitive job market, the District may implement hiring incentives to attract and retain candidates.
 - a. Effective immediately upon joint agreement and signature of this Letter of Agreement, a recruitment/retention incentive of \$3,000 may be used as a recruitment tool and will be provided to candidates selected for identified positions who sign a contract with the District and agree to stay for a minimum of one (1) year from effective date in the position. The \$3,000 will be paid to the manager in the following manner:
 - i. \$1,500 to be paid within 45 days after the first day of paid contracted service.
 - ii. \$1,500 to be paid within 45 days after the successful completion of one year of contracted service.
 - b. Should the manager leave voluntarily, be released/non-reelected during the probationary period, or be terminated with cause prior to the end of the year, all monies paid in regard to this incentive term will be refunded by the manager to the District. The Parties agree that in some circumstances the District may elect to exercise its right to recover the funds dispersed under this incentive term, including pursuing remedies in Superior Court.
 - c. The Parties further agree that the recruitment/retention incentive will expire on June 30, 2022, unless both parties mutually agree in writing to extend the term of the incentive. Any new managers that are hired subject to this agreement during the period of implementation through June 30, 2022 will receive the full recruitment/retention incentive of \$3,000 in the manner described above.
 - d. The Parties agree the recruitment/retention incentive is a pilot program applicable exclusively to positions identified by the District. The District may apply the provisions of the hiring incentive as described to positions based on District need, subject to the approval of Executive Cabinet, with written notice given to the President of the MCS Managers group, without necessitating the execution of an additional or revised Letter of Agreement.
 - e. The Parties agree that this hiring incentive initiative will not be precedent setting for further payment incentives, bonuses, stipends or any other type of compensation to the management positions to whom the agreement applies, or any other management classification not included in the hiring incentive for management positions, and the incentive will not be applicable retroactively to employees hired prior to the execution of the agreement.

6. Effective July 1, 2021, an amount of \$1,000 will be added to each longevity rate step (Longevity 1 – Longevity 5) identified in the Management Salary Schedules.
7. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



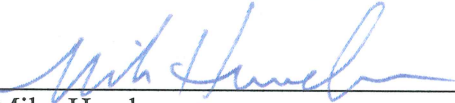
Dated: 09/15/2021

Nathan Schar, President
On behalf of MCS Managers



Dated: 9/15/2021

Angela Zeoli, Vice President
On behalf of MCS Managers



Dated: 09/15/2021

Mike Henderson,
Associate Superintendent, Human Resources
On behalf of Modesto City Schools