

MODESTO CITY SCHOOLS
BOARD OF EDUCATION AGENDA
BOARD ROOM IN THE STAFF DEVELOPMENT CENTER
1352nd REGULAR MEETING
February 24, 2014

ADDENDUM

Agenda revised to correct title and work site, and last name spelling of Employees
Making a Difference nominees in Special Recognition

A. INITIAL MATTERS (continued):

5. Announcements.

Special Recognition:

Jaime Martinez, *Instructional Paraprofessional, LH/SDL/RS, Marshall*
Elementary
Silvia Valenciadegarcia

Dated: February 20, 2014



Pamela Able
Superintendent and Secretary
to the Board of Education

MODESTO CITY SCHOOLS
BOARD OF EDUCATION AGENDA
BOARD ROOM IN THE STAFF DEVELOPMENT CENTER
1352nd REGULAR MEETING

February 24, 2014

Period for Public Presentations

6:15 p.m.*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent's office, 576-4141. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 426 Locust Street during normal business hours.

*** Times are approximate. Individuals wishing to address an agenda item should plan accordingly.**

A. INITIAL MATTERS:

4:15 to 4:16 1. **Call to Order.**

4:16 to 6:00 2. **Closed Session.**

Public comment regarding closed session items will be received before the Board goes into closed session.

.1 Conference with District Labor Negotiator: Craig Rydquist regarding employee organizations: Modesto Teachers' Association and California School Employees Association, Chapter No. 007; and Unrepresented Employees (Managers and Administrators).

.2 Public Employee Discipline/Dismissal/Release

.3 Public Employee Performance Evaluation
Title: Superintendent

6:00 to 6:01 3. **Moment of Silence.**

6:01 to 6:05 4. **Pledge of Allegiance.**

Bushra Fnu Third Grade Rose Avenue Elementary

Zakki Hasan Third Grade Rose Avenue Elementary

6:05 to 6:13 5. **Announcements.**

A. INITIAL MATTERS (continued):**MCS Heroes:**

Gene Taylor, Custodian, Wilson Elementary
Leanne Cruz, Special Day Teacher, Beyer High
Melanie McCleary, Director, State & Federal Programs
Mike Araiza & Heidi Ryan, Volunteer Heroes – Teens Run
Modesto

Character Education Recognition:

Laiya El Duri, 6th Grade, Fremont Open Plan, **Perseverance**
Oscar Morales, 7th Grade, Mark Twain Jr. High, **Courage**
Brett Shank, 8th Grade, Roosevelt Junior High, **Compassion**

Special Recognition:

Twenty-three Modesto City Schools classified employees were nominated for the Stanislaus County Office of Education's Seventh Annual "Employees Making a Difference" recognition program:

Katherine Alwast, Instructional Paraprofessional, RS/LH, Enochs High
Shawn Amador, Accounting Specialist, Special Education
Alma P. Arroyo, Instructional Paraprofessional, PH/SH,
La Loma Junior High
Rick Borns, Nutrition Services Asst. II, Nutrition Services Center
Antoinette Chambers, Administrative Assistant I, Burbank
Elementary
Pam DiFrancia, Administrative Assistant I, Wilson Elementary
Charley Ean, Instructional Paraprofessional, LH/RS, Hanshaw
Middle School
Rocio Esparza, Typist Clerk II Translator, Orville Wright
Elementary
Joyce Higgins, Administrative Assistant I, Enslin Elementary
Jose Hurtado, Head Custodian III, Muir Elementary
Robin Kernthe, Application Specialist III, Information Systems
Eric Klose, Groundskeeper, Beyer High
Jaime Martinez, Supervising Custodian IV, La Loma Jr. High
Gloria Mendoza, Neighborhood Services Worker, Orville Wright
Elementary
Carmen Mota, Bilingual Cross-Cultural Instructional
Paraprofessional, Davis High
Janet Pettigrew, School Secretary, Modesto High
Catherine Pope, Staff Secretary IV, Educational Services
Dorothy Ramos, Head Custodian III, Bret Harte Elementary
Margarita Rubio, Administrative Assistant I, Robertson Road
Elementary
Anna Tanis, Typist Clerk II, Mark Twain Junior High
Silvia Valencia de Garcia, Community Aide, Shackelford
Elementary

A. INITIAL MATTERS (continued):

Judy Valverde, Instructional Paraprofessional, LH/RS, Fremont Elementary

Miguel Vargas, Head Custodian III, Orville Wright Elementary

Shawn Amador, *Robin Kernthe*, *Eric Klose* and *Judy Valverde* were nominated to go forward to the **County level**. *Shawn Amador* was also nominated for the **Jane Johnston Civility Award**.

6:13 to 6:14 6. **Approval of Consent Agenda.**

Information concerning the consent items listed below has been forwarded to each Board member prior to this meeting for study and is on file at the Modesto-Stanislaus Library Reference Room, 1500 I Street; Modesto City Schools Superintendent's Office and Receptionist's Desk, 426 Locust Street, Modesto. Copies of the complete agenda are available at the Board meeting, 425 Locust Street. Unless some member of the audience or Board member has a question concerning an item and asks that it be withdrawn from the consent list, the items are approved at one time by the Board. The action taken by the Board in approving consent items is set forth in the explanation of the individual items.

6:14 to 6:15 7. **Approval of Order of Discussion/Action Items.**

6:15 to 6:45 8. **Period for Public Presentations.**

Board Bylaw 9322 (b):

Subject Matter:

Members of the public may address the Board of Education on matters not on the agenda.

Complaints against specific District employees should be resolved through the District's Personnel Complaint Procedure. The right to address the Board does not exempt the speaker from any potential liability for defamation. The proceedings of the Board are recorded and are a part of the public record.

The Period for Public Presentation is limited to 30 minutes. Time will be allotted equally to individuals based on the number of request cards submitted. The maximum for any one speaker is three minutes.

The law limits the response of Board members and prohibits the Board from taking any formal action.

B. DISCUSSION AND ACTION ITEMS:

- 6:45 to 6:50 1. Board of Education Student Representative Report.
- 6:50 to 6:55 2. Modesto Teachers Association Report.
- 6:55 to 7:00 3. California School Employees Association Report.
- 7:00 to 7:05 4. Modesto City Schools Managers Report.
- 7:05 to 7:10 5. Approval of Resolution No. 13/14-23 Approving a Guaranteed Maximum Price for Heating, Ventilation and Air-Conditioning (HVAC) Replacement at Beyer High School; Approval of Form of Lease/Leaseback Agreements with Champion Industrial Contractors, Inc.; and Authorization for Staff to Execute Final Documents.
- 7:10 to 7:25 6. Public Hearing on Modesto City Schools' and Modesto Teachers Association's Initial Proposals for the MTAMCS Collective Bargaining Agreement for the 2014-17 School Years and Board Action to Close Hearing and Vote to Approve Modesto City Schools' Initial Proposal and Vote to Receive MTA's Initial Proposal.
- 7:25 to 7:40 7. Report on Projected Enrollment for Fall 2014.
- 7:40 to 8:00 8. Report on and Approval of Piloted Revisions to the Citizenship Mark Policy.
- 8:00 to 8:05 9. Approval of Resolution No. 13/14-20 Proclaiming March 2-8, 2014 as Week of the School Administrator in Modesto City Schools.
- 8:05 to 8:10 10. Approval of Vote for No More Than One Candidate for the CSBA Delegate Assembly for 2014.
- 8:10 to 8:15 11. Report of Meetings Attended by Board of Education Members.
- 8:15 to 8:20 12. Items to be Placed on Future Board of Education Agendas.
-

PROPOSED CONSENT AGENDA**C. BUSINESS ITEMS:**

- CONSENT 1. Approval of Resolution No. 13/14-22 Declaring the Week of March 3 through March 7, 2014 as National School Breakfast Week.
- CONSENT 2. Approval of Authorization to Seek Bids for Re-roofing at Beyer High School (I-Wing).
- CONSENT 3. Approval of Authorization to Award Bid No. 14-4539 for New Copiers and Maintenance to Lucas Business Systems and Ricoh USA.

PROPOSED CONSENT AGENDA (continued)**C. BUSINESS ITEMS (continued):**

- CONSENT 4. Approval of Authorization to Award Bid No. 14-4546 Batch Tumble Chiller to Trimark Economy Restaurant Fixtures.
- CONSENT 5. Approval of Acceptance of Gifts.
- CONSENT 6. Ratification of Warrants Drawn for the Month of January 2014.
- CONSENT 7. Ratification of Purchase Orders and VISA Payments for the Month of January 2014.
- CONSENT 8. Ratification of Purchase Orders for Wille Electric Supply Company Only for the Month of January 2014.

D. CURRICULUM AND INSTRUCTION ITEMS:

- CONSENT 1. Approval of Out-of-State Modesto High School Drama Club Trip to Ashland, Oregon.
- CONSENT 2. Approval of Junior High School Course Outlines: ELA.
- CONSENT 3. Approval of High School Course Outline: Math.
- CONSENT 4. Approval of High School Course Outlines: ELA and Computer Literacy.
- CONSENT 5. Approval of CAHSEE Waivers for Special Education Students at Beyer, Davis, Downey, Enochs, Gregori, Johansen, Modesto High School, and Elliott Alternative Education Center.
- CONSENT 6. Approval of Agreement between Modesto City Schools and Licensed Family Child Care Provider Richard Cody for the Fiscal Year 2013/2014.
- CONSENT 7. Approval of Amendment of Services Agreement with Soliant Health for 2013-2014.
- CONSENT 8. Ratification of Master Contract for Non-Public School/Non-Public Agency Services for the 2013-2014 School Year for North Valley School – Santa Rosa.
- CONSENT 9. Ratification of Services Agreement with Victor Treatment Centers, Inc. for 2013-2014.

E. HUMAN RESOURCES ITEMS:

- CONSENT 1. Approval of Designated Personnel Action Items:
- .1 Approval of Certificated Personnel Terminations
 - .2 Approval of Certificated Personnel Leaves of Absence.
 - .3 Approval of Certificated Personnel Employment.
 - .4 Approval of Certificated Personnel Other Appointments.

PROPOSED CONSENT AGENDA (continued)

E. HUMAN RESOURCES ITEMS (continued):

- .5 Approval of Certificated Personnel Stipend Appointments.
 - .6 Approval of Certificated Personnel Stipend Deletions.
 - .7 Approval of Certificated Personnel Substitute Appointments.
 - .8 Approval of Classified Personnel Terminations.
 - .9 Approval of Classified Personnel Leaves of Absence.
 - .10 Approval of Classified Personnel Employment.
 - .11 Approval of Classified Personnel Other Appointments.
 - .12 Approval of Classified Personnel Substitute Appointments.
 - .13 Approval of Classified Personnel Short Term Appointments.
(not to exceed 75% of the school year)
- CONSENT 2. Approval of Student Teaching Agreement with CalStateTEACH.
- CONSENT 3. Approval of Certification of Socorro Hernandez in Instructional Methodology and Evaluation of Instruction.
- CONSENT 4. Approval of Resolution No. 13/14-21 Authorizing Assignment of Teachers Outside of Credentialed Academic Major or Minor Under the Licensing of Certificated Personnel Law for the 2013-14 School Year.
- CONSENT 5. Approval of Amendment of Legal Services Agreement with Kronick, Moskovitz, Tiedemann & Girard for the 2013-2014 School Year.

F. MISCELLANEOUS ITEMS:

- CONSENT 1. Approval of Designated Student Expulsions:
- .1 EL-4-2013-14 .2 HS-20-2013-14 .3 HS-21-2013-14
 - .4 HS-23-2013-14
- CONSENT 2. Approval of Minutes for the January 27, 2014 Special Meeting and the February 3, 2014 Regular Meeting of the Board of Education.

END OF CONSENT AGENDA

G. REPORTS AND COMMUNICATIONS:

- 1. Schedule of 2013-14 School Advisory Committee Meetings.

H. ADJOURNMENT

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Approval of Resolution No. 13/14-23 Approving a Guaranteed Maximum Price for Heating, Ventilation and Air-Conditioning (HVAC) Replacement at Beyer High School; Approval of Form of Lease/Leaseback Agreements with Champion Industrial Contractors, Inc.; and Authorization for Staff to Execute Final Documents February 24, 2014

BACKGROUND

On December 9, 2013, the Board of Education approved authorization to seek proposals, RFP No. 14-4541, for lease/leaseback services for Beyer High School Heating, Ventilation and Air-Conditioning (HVAC) replacement.

A job walk was held on January 21, 2014; twenty-two (22) individuals signed in with six (6) companies submitting proposals. Responding companies were: Acme Construction Company, Inc., Champion Industrial Contractors, Inc., Iomlan Construction Services, Inc., JL Bray & Son, Inc., Johnson Controls, Inc. and Shepard Mechanical Contractors, Inc.

Paper screening was performed on January 31, 2014, by a committee consisting of Randy Albracht, Mike Baisdon, John Liukkonen, Darren Wilson and Duane Wolterstorff. Proposals were scored against an established set of weighted criteria.

The top two (2) scoring companies, Champion and JL Bray, were selected for interviews, which were conducted on February 5, 2014, by a panel consisting of Randy Albracht, Mike Baisdon, John Liukkonen, Patti Truett, Darren Wilson and Duane Wolterstorff.

Advantage of Lease/Leaseback Financing Method

According to the California Association for School Housing (CASH), the advantages to using a Lease/Leaseback financing method for public school construction are as follows:

- May use "best value" procurement
- Allows the District to hire a general contractor as project manager while still competitively bidding 90% of job
- Allows for architect/engineer, general contractor and District to work collaboratively
- Allows general contractor input into design for value engineering and constructability
- Facilitates within budget and time constraints
- Once Guaranteed Maximum Price (GMP) is set, a District has a higher chance of completing project within budget

Approval of Resolution No. 13/14-23 Approving a Guaranteed Maximum Price for Heating, Ventilation and Air-Conditioning (HVAC) Replacement at Beyer High School; Approval of Form of Lease/Leaseback Agreements with Champion Industrial Contractors, Inc.; and Authorization for Staff to Execute Final Documents

ISSUE

With funding identified, the Board needs to award the project and authorize staff to enter into a lease/leaseback agreement before construction may begin.

PROPOSAL

Based on qualifications, screening results and subsequent interviews, the panel recommends the District enter into a Guaranteed Maximum Price (GMP) lease/leaseback agreement with Champion Industrial Contractors, Inc. A copy of this agreement is available in the Maintenance and Operations office.

FISCAL IMPACT

The Guaranteed Maximum Price of the lease/leaseback agreement with Champion Industrial Contractors, Inc. is \$3,745,685. Funding will come from one-time facility maintenance dollars.

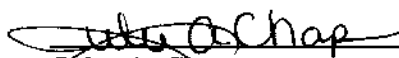
RECOMMENDATION

It is recommended that the Board of Education approve Resolution No. 13/14-23 approving a guaranteed maximum price for heating, ventilation and air-conditioning (HVAC) replacement at Beyer High School; approval of form of lease/leaseback agreements with Champion Industrial Contractors, Inc.; and authorization for staff to execute final documents.


Originating Department: Maintenance and Operations

Reviewed and Recommended by:

Approved for Recommendation
to the Governing Board by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

RESOLUTION NO. 13/14-23

RESOLUTION APPROVING A GUARANTEED MAXIMUM PRICE FOR HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) REPLACEMENT AT BEYER HIGH SCHOOL; APPROVAL OF FORM OF LEASE/LEASEBACK AGREEMENTS WITH CHAMPION INDUSTRIAL CONTRACTORS, INC.; AND AUTHORIZATION FOR STAFF TO EXECUTE FINAL DOCUMENTS

WHEREAS, the Modesto High School District (the "District") has previously identified the need to provide for modernized facilities at Beyer High School (the "Project");

WHEREAS, Education Code section 17400, et seq. provides for the construction and modernization of school buildings on property owned by a school district and the lease to a school district of such improvements pursuant to an agreement calling for such construction;

WHEREAS, the Project is located at a site owned by the District (the "Site");

WHEREAS, consistent with the requirements of Education Code section 17400, et seq., the Governing Board seeks to enter into the necessary building agreements and lease agreements with an outside entity that will provide for the construction and leasing of school facilities on the Site;

WHEREAS, consistent with the Board of Education's (the "Board") desire to provide for the construction, acquisition and lease of the Project in accordance with the provisions of Education Code section 17400, et seq., District staff previously solicited proposals from firms capable of providing services to the District for the Project;

WHEREAS, it was determined that Champion Industrial Contractors, Inc., ("Builder") was qualified to undertake the Project on the Site and to lease the completed Project to the District consistent with the requirements of Education Code section 17400, et seq.;

WHEREAS, the District will file with the appropriate California Division of State Architect ("DSA") regional office, due to the nature of the Project, DSA approval of the Project's Plans and Specifications is not required;

WHEREAS, it is the intent of the Board to have the Superintendent and his respective designee ("Designated Officers"), execute the Documents (as defined below); and

WHEREAS, a proposed Facilities Lease with an attached set of General Construction Provisions and other exhibits, along with a proposed Site Lease between the District and Builder (collectively referred to herein as the "Documents") are on file with the Secretary of the Board, and it is the intent of the Board to approve such Documents in substantially final form and to authorize the execution of such Documents by the Designated Officers in the manner provided for herein.

NOW, THEREFORE, the Board of Education of the Modesto High School District does hereby resolve as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Consistency of Process and Compliance with Law. The Board hereby finds that the process undertaken by the District to date to solicit proposals for the Project, and to draft the Documents have all been undertaken and performed in a manner consistent with the requirements of Education Code section 17400, et seq. and that the District is now authorized to proceed with the commencement of the Project in the manner set forth in the Documents.

Section 3. Adequacy of Site and Suitability of Process. The Board hereby determines that the Site is a suitable location for the Project consistent with the requirements of Education Code section 17400, et seq. and that acquisition of the Project in the manner provided for at Education Code section 17400, et seq. is in the best interest of the District.

Section 4. Approval of the Leases. The Board hereby approves the Documents in substantially final form with such additional changes or revisions as may be necessary to be implemented by the Designated Officers to complete such agreements consistent with the terms and conditions of this Resolution and the provisions of Education Code section 17400, et seq.

Section 5. Approval of Guaranteed Maximum Price. The Board hereby approves the Project's Guaranteed Maximum Price in an amount not to exceed \$3,745,685.

Section 6. Authorization to Enter into Leases. The Designated Officers are hereby authorized to execute and deliver the Documents, as they apply only to the Project, on behalf of the District to Builder in substantially the form presented to the Board with such changes therein as the Designated Officers may require or approve consistent with the terms and conditions of this Resolution.

Section 7. Additional Authorization. The Designated Officers are hereby further authorized and directed to prepare, on behalf of the District, any other documentation necessary to carry out the terms for the Project as set forth in the Documents consistent with the terms and conditions of this Resolution. Any actions heretofore taken by the Designated Officers, on behalf of the District, that is in conformity with the purposes and intent of this Resolution and with the provisions of Education Code section 17400, et seq. with respect to the Project are hereby approved and confirmed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Board of Education, held on the 24th day of February 2014, by Governing Board Member _____, who made the motion, which motion being duly seconded by _____ was, upon a roll call vote, carried into Resolution and passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Date: _____

President, Board of Education
Modesto City High School District

Date: _____

Pamela Able, Superintendent
Modesto City High School District

Res. No. 13/14-23
February 24, 2014

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Public Hearing on Modesto City Schools' and February 24, 2014
Modesto Teachers Association's Initial Proposals
for the MTAMCS Collective Bargaining Agreement
for the 2014-17 School Years and Board Action to
Close Hearing and Vote to Approve Modesto City Schools'
Initial Proposal and Vote to Receive MTA's Initial Proposal

BACKGROUND

Government Code Section 3547(b) requires that prior to meeting and negotiating on any proposal submitted by public school employees, the public must first have an opportunity to become informed and express itself regarding the proposal at a public meeting.

ISSUE

A public hearing needs to be held prior to subsequent Board action to vote to approve Modesto City Schools' initial proposal and vote to receive Modesto Teachers Association's initial proposal.


PROPOSAL

The Modesto City Schools District and the Modesto Teachers Association have prepared their proposals for bargaining for the 2014-17 school years. The proposals are attached.


RECOMMENDATION

It is recommended that a public hearing be held on Modesto City Schools' and Modesto Teachers Association's initial proposals for the MTAMCS Collective Bargaining Agreement for the 2014-17 school years, and Board action to close hearing and vote to approve Modesto City Schools' initial proposal and vote to receive MTA's initial proposal.

Recommended by:


Craig Rydquist
Associate Superintendent, Human Resources

Approved for Recommendation
to the Governing Board by:


Pamela Able
Superintendent

**INITIAL PROPOSALS
FOR REVISIONS TO THE
COLLECTIVE BARGAINING AGREEMENT
(CONTRACT)**

**between the Governing Board of the Modesto City Schools and the Modesto
Teachers Association CTA-NEA for 2014-17**

From the Modesto Teachers Association CTA-NEA

FEBRUARY 24, 2014

<u>ARTICLE</u>		<u>PAGE</u>
XIX	SUBSTITUTE EMPLOYEES	103 <u>115</u>
XX	SUMMER SCHOOL	108 <u>120</u>
XXI	INTERN PROGRAM	110 <u>122</u>
XXII	ADDITIONAL PROGRAMS	111 <u>123</u>
XXIII	SAVINGS	125 <u>124</u>
XXIV	<u>CONSULTATION PROCEDURES</u>	<u>125</u>
XXV	<u>PROFESSIONAL LEARNING COMMUNITIES</u>	<u>126</u>
XXVI	<u>EMPLOYEE SAFETY</u>	<u>127</u>

EXHIBITS:

A: Grievance Form	126
B: Grievance Disposition Form	128
C: 2010-11 Calendars (Including Child Development Programs)	129
D: 2011-12 Calendars (Including Child Development Programs)	132
E: 2011-12 High School Bell Schedule	135
F: Block Schedule (Gregori High School Bell Schedule)	136
G: 2011-12 Junior High/Middle School Bell Schedule	137
H: 2011-12 K-6 Bell Schedule	138

Certificated Evaluation Forms:

I: Classroom Observation Short Form Narrative	140
J: Classroom Observation Short Form Narrative Post Observation Conference Form	142
K: Form A—Instructional Certificated Employee Evaluation Classroom Observation Form	143

L: Form B—Instructional-Certificated Employee Evaluation Post Observation Conference Form 146

M: Form I—Instructional-Certificated Employee Evaluation 148

N: Form II—Instructional-Certificated Employee Evaluation 150

Certificated Evaluation Forms (cont.): **PAGE**

O: Form A—Non-Instructional Cert. Personnel Eval. Observation Resume 151

P: Form B—Non-Instructional-Certificated Employee Evaluation Post-Observation Conference Form 154

Q: Form I—Non-Instructional-Certificated Personnel Evaluation 155

R: Form II—Non-Instructional-Certificated Personnel Evaluation 157

EXHIBITS (cont.):

S: Retirement Incentive for the 2008-09 School Year 158

T: Letter of Agreement—Retirement Incentive for Contracted Independent Study Teachers 159

U: Notice of Receipt of Collective Bargaining Agreement and Perusal of Article XII: Organizational Security and Payroll Deduction 160

V: Letter of Agreement (#11/12-17) Regarding Article XIII—Transfers 161

W: 2010-11 Certificated Salary Schedules 162

X: 2011-12 Certificated Salary Schedules 181

Various Letters of Agreement between MCS and MTA:

1. Fremont Open Plan Kindergarten Vacancies (#07/08-13) 201

2. EL Certification Requirement and Reimbursement (#08/09-11) 202

3. School Nurses—CDP (#09/10-2) 203

4. Advance Path Academics Program (#09/10-7) 204

5. Elimination of Prep Period—Grades 1-3 (#09/10-8) 205

6. Salary for 2009-10, 2010-11 and 2011-12 School Years (#10/11-1) 207

7. Child Development Salary Schedules (#10/11-2) 208

8. Deduction of Substitute Pay Rate for Teachers
—on Differential Pay (#10/11-8) 211

9. Extended Summer School (#10/11-12) 212

10. Elliott Alternative Education Collaboration
—Days—2011-12 (#10/11-20) 213

B.6(3)

11. Johansen High School Small Learning Community 2011-12 (#10/11-21)	216
12. Rate of Pay for CELDT Testers (#11/12-3)	219
13. Opportunity Program Relocation from Elliott (#11/12-4)	221
14. School Site Council (SSC) Positions (#11/12-5)	223
15. In-School Suspension Optional Period 2011-12 (#11/12-7)	224

ARTICLE I

AGREEMENT

1 The ~~2011-2014~~ 2014-2017 Collective Bargaining Agreement will be effective from July 1, ~~2014~~
2 2014 through June 30, ~~2014~~ 2017. All new provisions will be implemented immediately upon
3 ratification of the agreement by both parties, except as specifically noted in this document.

- 4
- 5 A. All provisions of the contract are effective July 1, ~~2014~~ 2014 through June 30, ~~2014~~
6 2017, unless stated otherwise in the contract.
- 7
- 8 B. The District and the Association may propose reopeners for ~~2011-12~~ 2015-16, ~~2012-13~~
9 2016-17, and ~~2013-14~~ school years on salary (Article IX), Health and Welfare (Article
10 X), and one additional reopener per party.
- 11
- 12 C. The Articles and provisions contained herein constitute a bilateral and binding
13 agreement ("Agreement") by and between the Modesto City Schools ("District") and
14 the Modesto Teachers Association ("Association"), an employee organization affiliated
15 with the California Teachers Association and National Education Association.
- 16
- 17 D. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the
18 Government Code.
- 19
- 20 E. Employee(s) used in this Agreement, shall mean a member or members represented by
21 the Modesto Teachers Association.

MTA intends to reopen Article II, Recognition, for the purpose of proposing a new job description for nurses.

ARTICLE II

RECOGNITION

1 II. RECOGNITION

2
3 A. Modesto City Schools' Board of Education and the Modesto City Schools'
4 District recognizes the Modesto Teachers Association as the exclusive
5 representative of all substitutes, interns, temporary, probationary and permanent
6 certificated employees and all hourly stipend positions in the classification of:

7
8 Classroom teachers, special education teachers, resource specialists, individual
9 small group instructors, adaptive physical education teachers, language/hearing
10 and speech specialists, psychologists, school nurses, ROP/teachers, music
11 teachers, work experience teachers, library media teachers, counselors, Success
12 for All teachers, Child Development teachers, Head Start teachers, continuation
13 and opportunity teachers, state pre-school teachers, latchkey teachers, summer
14 school teachers, intersession teachers, intervention specialists, after school
15 program teachers, Advance Path Academics teachers, Credit Recovery Online
16 teachers (class.com), Modesto Virtual Academy teachers, department heads, all
17 district chairpersons, coaches, instructional coaches, as well as BTSA Support
18 Providers, Intern Support Providers, Coordinator of BTSA and any teacher on
19 special assignment.

20
21 B. Also, all certificated positions that were represented by the MTA bargaining unit
22 on June 30, 2010, will continue to be part of the MTA bargaining unit under
23 Section A.

24
25 C. This unit shall exclude other certificated employees, including but not limited to
26 management, supervisors, confidential and classified employees, as well as
27 program managers.

28
29 D. Nothing agreed to herein will prevent adjustments to the representation of unit
30 members upon mutual agreement between the District and the Association.

31
32 E. The majority of a site-based bargaining unit member's workday should be
33 devoted to student instruction.

34
35 F. No bargaining unit member can evaluate another bargaining unit member, or
36 direct other bargaining unit members to change their teaching method or
37 implementation of the curriculum. No bargaining unit member may serve on a
38 governance team or program improvement team that assesses classroom
39 instruction.

B.6(6)

MODESTO CITY SCHOOLS

Job Description

JC# 1210

SCHOOL NURSE

OVERALL RESPONSIBILITY

Under general direction perform health related services for preschool through twelfth grade students including Special Education students. Strengthen and facilitate the educational process by assisting in the removal and modification of health related barriers to academic success. Facilitate the prevention of illness and disability through early detection and correction of health problems.

SPECIFIC RESPONSIBILITIES:

1. Consult with administrators, teachers, and other school personnel to develop objectives for a school health program.
2. Facilitate and/or provide state-mandated vision, color vision, scoliosis, and hearing screenings for students in targeted grades, Special Education students and new students. Coordinate follow-up healthcare with community providers.
3. ~~Coordinate and perform dental health education, screening, referral and follow up for students in targeted grades.~~
4. Audit physical examinations for Preschool and Kindergarten/first grade students and complete necessary ~~parent notifications, referrals and mandated state reports.~~
5. Complete Health and Development (H & D) evaluations ~~(by parent interview) for current and now for~~ students referred for Special Education services including mandated screenings for three-year reviews.
6. ~~Participate, as time permits and if appropriate, as~~ Serve as a member of the Student Study/Student Success, Individual Education Plan, and 504 Teams to provide assessment and recommendations involving health related issues.
7. ~~Audit all Preschool through twelfth grade, Special Education, and incoming student health records for immunization compliance; complete exclusions, referrals, and mandated state reports.~~
8. ~~Audit, review, update, and maintain all Preschool through 12th grade health records. Prepare a confidential list of students with severe chronic health problems and inform staff of the health needs of these students.~~
9. ~~7. Provide emergency first aid and health care to students who are seriously injured or seriously ill if present at a school site, regarding first aid procedures. May participate in the planning and implementation of the school safety program.~~
9. ~~Provide first aid supplies for health offices, classrooms, yard duty and campus supervisor waist packs, field trip backpacks, and multi-casualty trauma kits.~~
11. ~~8. Participate in the Communicable Disease Prevention and Control Program.~~
12. ~~9. Coordinate safe administration of medication at school according to District-adopted policies and procedures. In-service staff on administration of medication.~~
13. ~~10. On a voluntary basis, may provide Tuberculosis Control Program for school volunteers and students enrolled in targeted District Programs.~~
14. ~~Assist teachers in providing Family Life Education to students in targeted grades.~~

B.6(7)

SCHOOL NURSE (continued)

SPECIFIC RESPONSIBILITIES (continued)

- 15 11. Develop individualized Health Support Plans (IHSP), Emergency Care Plans and provide medical case management for students with specialized health care needs.
- 16- 12. Oversee the delivery of Specialized Health Care Procedures (SPECS) to identified students by unlicensed staff or support staff.
- ~~17-13. On a voluntary basis, C~~conduct home visits as appropriate.
- 18 14. May participate in state LEA Medi-Cal and MAA billing services.
- 19 15. Supervise and direct health services provided by Medical Procedure Specialists.
- 20- 16. Assist in the supervision and direction of Health Clerks.
- 21- 17. Provide medical case management of students with complex or fragile health issues.

SALARY

Basic Teacher Year

WORK YEAR

Basic Teacher Work Year.

QUALIFICATIONS

Knowledge/Ability

Minimum Requirements:

- Knowledge of education, health education, community health, sociology or other related areas.
- Knowledge of health services and specialized health care procedures.
- Knowledge of the social, emotional, and physical needs of infants through adult age children.
- Knowledge of federal, state and local health regulations concerning students.
- Knowledge of and ability to use word processing, database, and spreadsheet programs to develop and produce correspondence, reports, publications, presentations and projects.
- Ability to understand and implement complex oral and written directions given in English.
- Ability to compose clear, complete and concise correspondence and reports independently using correct grammar, syntax, punctuation and spelling.
- Ability to communicate effectively with people of limited English speaking ability.

Experience

Minimum Requirement:

- Nursing experience in a hospital, doctor's office, clinic or health agency.

Desirable Qualifications

- Experience as a School Nurse, Public Health Nurse, or Pediatric Nurse.

Education/Credential

Minimum Requirements:

- Bachelor of Arts (BA) or Bachelor of Science (BS) degree from an accredited college or university.
- Preliminary School Nurse Credential or ability to obtain Preliminary School Nurse Credential.
- Health and Development Credential, or Standard Designated Services Credential with specialization in Health or Services Credential with specialization in Health (Ryan). B.6(8)

SCHOOL NURSE (continued)

Desirable Qualification:

Valid California Clear School Nurses Credential

License

Minimum Requirements:

Current California License as a Registered Nurse

Valid CPR Certificate

Valid California Drivers' License

Desirable Qualification:

Valid Certificate of Audiometry

REPORTS TO

Site Principal

Unit Approved: 8/8/05

Board Approved: 8/22/05

REPORTS TO

Site Administrator

Unit Approved: 8/8/05

Board Approved: 8/22/05

ARTICLE III

CONTRACTUAL GRIEVANCE PROCEDURE

1 SECTION A. Purpose

2
3 The purpose of this procedure is to secure, at the lowest possible administrative
4 level, equitable solutions to the problems which may from time to time arise
5 concerning the interpretation or application of this Agreement. Both parties
6 agree that these proceedings shall be kept as informal and confidential as may
7 be appropriate at any level of the procedure. Useful and necessary private
8 meetings between supervisors and employees they supervise are encouraged.
9 The teacher may have Association representation at these private conferences
10 and informal discussions also. It is intended that this grievance procedure shall
11 be utilized only after other means to satisfactorily resolve problems have been
12 unproductive. At least one private conference between the employee and
13 supervisor shall take place prior to initiation of this grievance procedure.
14 Ideally, there should be a number of informal discussions and a continuing
15 interchange of views between the employee and supervisor before filing a
16 formal grievance.

17 SECTION B. Definitions

- 18
19
20 1. A "grievance" is a claim or assertion by a teacher and/or the Association
21 based upon an event or condition which affects the conditions or
22 circumstances under which an employee works, allegedly caused by a
23 violation, misinterpretation, misapplication or inequitable application of
24 law, Board policy, administrative regulation, practices which are within the
25 scope of representation or the terms of this Agreement.
- 26
27 2. "Teacher," as used in this Article, means a member of the bargaining unit
28 represented by Modesto Teachers Association.
- 29
30 3. "Day," as used in this Article, unless otherwise mentioned, means a day the
31 teacher is required to work according to the negotiated District calendar.
- 32
33 4. A "group grievance" is a grievance as defined above which is filed by two
34 or more employees who allege the same grievance and who have authorized
35 the Association to represent them.
- 36
37 5. A "party of interest" is a grievant, a witness or an employee who might be
38 required to take action, or against whom action might be taken in order to
39 resolve a grievance.
40

1 SECTION C. Procedure

- 2
- 3 1. If the grievance involves more than one building, it should be started with
- 4 the Associate Superintendent, Human Resources.
- 5
- 6 2. If the building administrator has no jurisdiction or control over the act or
- 7 condition upon which the grievance is based, Step I shall be initiated by
- 8 submitting the written statement of the complaint through the building
- 9 administrator to the Superintendent or his/her designee. In such case, the
- 10 Step II procedure shall apply.
- 11

12 Step I

- 13
- 14 1. The grievant may invoke the grievance procedure on the MTA grievance
- 15 form (Exhibits "A" and "B"), signed by the grievant and a representative of
- 16 the Association authorized by the Association.
- 17
- 18 2. In order to invoke the grievance procedure, a grievance must be filed within
- 19 twenty-five (25) days of the time the grievant knew of the event or
- 20 condition.
- 21
- 22 3. Within ten (10) days of receipt of the written grievance, the principal,
- 23 supervisor or Associate Superintendent, Human Resources, shall meet with
- 24 the Association in an effort to resolve the grievance. The principal,
- 25 supervisor or Associate Superintendent, Human Resources, shall indicate
- 26 his/her disposition of the grievance in writing within fifteen (15) days of
- 27 such meeting, and shall serve a copy upon the grievant and the Association
- 28 representative. In addition, a copy shall be mailed to the Association
- 29 Office.
- 30

31 Step II

- 32
- 33 1. If the Association is not satisfied with the disposition of the grievance, the
- 34 grievance may be transmitted to the Superintendent by filing a written
- 35 notice thereof with his/her office within fifteen (15) school days of receipt
- 36 of the principal's, supervisor's, or Associate Superintendent, Human
- 37 Resources' written disposition.
- 38
- 39 2. Within ten (10) days of receipt of the written grievance, the Superintendent
- 40 (not a designee, except as specified below) shall meet with the Association in
- 41 an effort to resolve the grievance. The Superintendent shall indicate his/her
- 42 disposition of the grievance in writing within fifteen (15) days of such
- 43 meeting, and shall serve a copy upon the grievant and Association
- 44 representative. In addition, a copy shall be mailed to the Association Office.

45 The Superintendent will meet with the Association at his/her level.

B.6(11)

1 Step III

2
3 In the event the Association is not satisfied with the disposition of the
4 Superintendent, or if no decision is rendered within twenty-five (25) days
5 of submission to the Superintendent, the Association may submit the
6 grievance to arbitration before an impartial arbitrator. The Association
7 shall exercise its right to arbitration by giving the Superintendent written
8 notice of its intention to proceed to arbitration within twenty (20) days of
9 receipt of the written disposition of the Superintendent.

10
11 SECTION D. Selection of the Arbitrator

- 12
13 1. Within five (5) days after the District receives written notice of the
14 Association's intention to proceed to arbitration, the Association and the
15 District shall attempt to mutually agree upon an arbitrator.
16
17 2. If no agreement is reached upon the selection of an arbitrator within the
18 above five (5) days, the Association shall notify the American Arbitration
19 Association with a demand for arbitration within twenty (20) days of non-
20 agreement. In the event that the Association does not file the demand
21 within the time provided, the District may file the demand for arbitration.
22 In the case where the District files the demand for arbitration, the District
23 will pay all of the selection fees. The arbitrator shall be selected in
24 accordance with the rules of the American Arbitration Association.
25
26 3. The Board and the Association shall not be permitted to assert in such
27 arbitration proceeding, any ground or to rely on any evidence not previously
28 disclosed to the other party. The arbitrator shall have the usual and
29 customary powers of an arbitrator, however, the arbitrator shall have no
30 power to alter, add to, or subtract from the terms of this Agreement or
31 Board rule, order, policy or regulation.
32
33 4. The rules of the American Arbitration Association shall govern the conduct
34 of the arbitration hearing.
35
36 5. Both parties agree to be bound by the award of the arbitrator. Either party
37 may seek to have judgment entered in any court of competent jurisdiction.
38
39 6. All matters of arbitration shall be submitted to the arbitrator in the first
40 instance.
41
42 7. Should it be necessary for the Association to institute suit to compel the
43 District to participate in the arbitration concerning this collective
44 bargaining agreement, it is agreed that the District will pay actual attorney
45 fees and cost to the Association if the Association prevails in compelling
46 arbitration.

B.6(12)

- 1 8. If the District and Association mutually agree, the arbitration may be
2 conducted under the American Arbitration Association rules providing for
3 expedited arbitration.
4

5 SECTION E. Arbitration Costs
6

- 7 1. The Association shall be responsible for payment of the cost of preparing
8 its case.
9
10 2. The District shall be responsible for payment of the cost of preparing its
11 case.
12
13 3. The Association and the District shall share equally the payment of other
14 costs, including payment for the services and expenses of the arbitrator.
15 Costs of transcripts, including court reporter or public stenographer, shall
16 be equally shared only if agreed upon by the parties.
17

18 SECTION F. Costs on Appeal
19

20 Since the parties wish to encourage finality in the arbitration awards under
21 this Agreement, it is agreed that should either party (District or Association)
22 file an appeal to overturn or modify an arbitration award, that party shall pay
23 all costs and fees involved related to the appeal including any filing fees,
24 cost of court reporter transcripts, witness fees, attorney fees, etc. of both
25 parties.
26

27 SECTION G. General Provisions
28

- 29 1. Nothing contained herein shall be construed as limiting the right of any
30 teacher having a grievance to discuss it at any level with the appropriate
31 member of the administration, and to have the grievance adjusted without
32 intervention by the Association, provided the adjustment is not inconsistent
33 with the terms of this agreement and the Association has been given an
34 opportunity to be present at such adjustment and to state its views.
35
36 2. In processing grievances, the grievant and members of the Association
37 Grievance Committee shall receive such reasonable released time to
38 process grievances without loss of pay or benefits.
39
40 3. The number of days indicated at each level should be considered as
41 maximum and every effort should be made to expedite the process. The
42 time limits provided in this grievance procedure shall be strictly observed
43 unless extended by written agreement of the parties (the Board and the
44 Association). In the event a grievance is filed after May 15th of any year,
45 the Board shall use its best efforts to process such grievance prior to the
46 end of that current year.
47

1 4. Failure of either the grievant or the District to take the required actions
2 within the times provided in this Article shall result in the grievance
3 moving to the next level. This provision does not apply to the existing
4 requirement to file a grievance within twenty-five (25) days of the time the
5 grievant knew of the event or condition (Section C, Step I, #2) nor to the
6 requirement that the Association provide written notice within specified
7 deadlines in order to exercise the right to proceed to arbitration (Section C,
8 Step III). In the case of Section C, Step III, the Superintendent must either
9 give a written reply or notice that he/she will not give a written reply before
10 any time lines for filing notice of intent to arbitrate shall apply to the
11 Association.

12
13 The Board or its representative shall provide, consistent with the law, the
14 necessary and relevant information requested by the Association.

- 15
16 5. A grievance may be withdrawn at any level without prejudice or record.
17 The Association agrees not to support a grievance essentially similar to one
18 denied by an arbitrator, and the District agrees to apply any decision to all
19 cases which are essentially similar to one sustained by an arbitrator.
- 20
21 6. All records of grievance proceedings shall be retained in a special file
22 maintained by the District. All documents, communications, and records
23 dealing with the proceedings of a grievance shall be filed separately from
24 the files of the participants. No reprisals of any kind shall be taken against
25 any participant in the grievance procedure by reason of such participation.
- 26
27 7. Paid leave shall be provided for any member of the Association's
28 bargaining unit who is called to testify in the arbitration hearing.
- 29
30 8. Forms – The forms for both filing a grievance and for the grievance
31 disposition are incorporated as Exhibit "A" of this Article. An adequate
32 number of these forms shall be printed by the District. Forms for filing a
33 grievance shall be available from the Association and District offices.
- 34
35 9. A grievant may in no event be represented by an officer, agent or other
36 representative of any teachers' organization other than the Association.
- 37
38 10. Notwithstanding the expiration of this Agreement, any claim or grievance
39 arising hereunder may be processed through the grievance procedure until
40 resolution.

ARTICLE IV

HOURS OF EMPLOYMENT

1 A. The regular employee work day is defined as follows:

2
3 1. For Grade Kindergarten:

4
5 200 minutes including recesses and excluding lunch, and an additional 60 minutes
6 assisting other kindergarten teachers (or primary level class if no kindergarten exists).

7
8 2. For Grades 1-6:

9
10 Based on the student attendance calendar of ~~175~~ 180 days, the Association and District
11 agree that primary teachers will be responsible for at least 49,000 minutes of student
12 contact time and intermediate teachers will be responsible for at least 52,500 minutes of
13 contact time. In no case shall the 49,000 minutes total and the 52,500 minutes total,
14 respectively, be exceeded by more than 100 minutes for the year.

15
16 Elementary schedules for each site shall be mutually developed by the teachers and
17 principal with a goal of keeping contact time as close to 49,000 minutes for 1-3 and
18 52,500 for 4-6 as possible.

19
20 3. For Grades 7-8:

21
22 330 minutes, including a preparation period equivalent to a student instructional period,
23 and excluding lunch.

24
25 4. For Grades 9-12:

26
27 330 minutes, including a preparation period equivalent to a student instructional period,
28 and excluding lunch.

29
30 Modified Block Schedule for 9-12 Schools: A modified block schedule for 9-12
31 schools is effective July 1, 2010. Block schedules may not be implemented at a site
32 without the vote of 75% of the total number of teachers at the site. The election shall
33 be run by the MTA site representatives in collaboration with site administration.
34

1 5. For Continuation High Schools and Opportunity School:

2
3 300 minutes (7 equal periods), including a preparation period equivalent to a student
4 instructional period and excluding a 15 minute break.

5
6 The seven periods shall continue to be assigned consecutively except individual
7 teachers may be scheduled between 7:45 a.m. and 6:10 p.m.

8
9 A teacher shall be assigned either to the morning session or the afternoon session. No
10 teacher shall be assigned from the morning session to the afternoon session, or from the
11 afternoon session to the morning session without a teacher agreement.

12 The District may schedule double sessions (classes) between 7:45 a.m. and 6:10 p.m.

13
14
15 6. School Psychologist/Social Worker:

16
17 a. The hours of employment of school psychologist/social worker shall be eight (8)
18 hours per day excluding lunch.

19
20 b. The daily beginning and ending times shall be 8:00 a.m. to 5:00 p.m. with one (1)
21 hour lunch. (Exceptions to the 8:00 a.m. to 5:00 p.m. schedule and/or the daily
22 eight (8) hours in-District requirement authorized on an individual basis by the
23 Superintendent or his/her designee).

24
25 7. Contracted Independent Study teachers shall work from 8:00 a.m. to 2:30 p.m. with a
26 half-hour duty free lunch, except that one day per week the teacher may be assigned to
27 work from 2:00 p.m. to 8:30 p.m. at the discretion of the administrator.

28
29 8. Hourly Independent Study Teachers

30
31 a. A teacher that is a regular teacher with the District may work no more than 4 hours
32 Independent Study per school day.

33
34 b. A teacher that only works in the Independent Study Program may work up to 45
35 hours per week.

36
37 During State Standards testing, hours of employment may be modified from the
38 aforementioned instructional minutes per day, as long as the total instructional
39 minutes does not exceed the instructional minutes for the week outlined in this
40 section.

41
42 B. The District and the Association recognize that the varying nature of an employee's
43 day-to-day professional responsibilities does not lend itself solely to a workday of rigidly
44 established length.

1 In addition to performing duties as assigned during the regular employee work day,
2 employees may be required to perform other duties, many of which shall occur outside of
3 the regular employee workday but are still related to the assigned duties. Such duties
4 include, but are not limited to, planning and selecting and preparing materials for
5 instruction; receiving and evaluating work of pupils, providing evidence that students are
6 taught the state's standards as part of the course curriculum; ~~ensuring adequate direction and~~
7 ~~supervision of students immediately prior and immediately subsequent to the beginning and~~
8 ~~ending of the student attendance day; bus loading duty; conferring and counseling with~~
9 ~~pupils, parents, staff, and administrators; keeping records; attending faculty, department and~~
10 ~~grade level meetings (see C below); participating in staff development programs and other~~
11 ~~professional activities relating to the employee's assignment; and studying current literature~~
12 ~~to keep abreast of developments within the subject matter taught by the employees. The~~
13 ~~District and the Association recognize that activities in furtherance of these duties are work-~~
14 ~~related duties.~~

15
16 ~~Effective July 1, 2010 through June 30, 2014, K-6 teachers will not have yard duty.~~

17
18 ~~Since 1-3 and 4-6 student schedules must overlap, K-6 teachers shall be available to provide~~
19 ~~supervision of students before and after school necessary to implement the longer day plan.~~
20 ~~The District will make an effort to minimize additional supervision requirements.~~

21
22 It is understood and agreed that although the overall amount of time required of employees
23 to perform their duties should be substantially equal, the proportion of time that these duties
24 require the presence of the employee at the work site may vary according to the nature of the
25 employee's duties and responsibilities. Such non-work site activities are part of the
26 employee's duties.

27 28 C. K-6 Meetings

29
30 The total number of evening, District and school-wide faculty meetings shall not exceed
31 two (2) per month. The meeting does not include individual teacher responsibilities, such as
32 IEP, SST, etc. The meeting does not include individual grade level meetings such as 1st grade
33 only, but would include grade level meetings which include more than one grade level.

34
35 The District shall not schedule meetings ~~after~~ before the noon release on the first student
36 non-attendance work day ~~or any day of the~~. In addition, the District shall not schedule
37 afternoon meetings on the days of the MTA Representative Assembly, MTA Board of
38 Directors meeting or General Membership meeting.

39
40 Certificated employees will not be required to attend more than four District meetings per year.
41 During the month a District meeting is held, schools will hold no more than two staff meetings.
42 ~~For the 2011-12, 2012-13, and 2013-14 school years; s~~Site meetings shall not exceed two per
43 month. The two meetings do not include individual teacher responsibilities, such as IEP, SST,
44 etc. The duration of meetings outlined in this section will be approximately one hour. One
45 meeting per month will allow 15 minutes ~~at the end of the meeting~~ for MTA business.

B.6(17)

1 Notice of Meeting - The District will provide a draft agenda for all meetings teachers are
2 required to attend which must be posted at least forty-eight (48) hours in advance, excluding
3 weekends and holidays.

4
5 Staff meetings should not be called unless they are needed. Information that does not
6 require discussion or explanation should be handled in writing. The limitation on full staff
7 meetings should not be circumvented by breaking up the staff into grade-level groups.
8 During any staff meeting, teachers may be broken into groups (by grade
9 levels/departments/PLC as part of the staff meeting).

10
11 The duration of meetings outlined in this section will be approximately one hour. Attention
12 should be given to the setting of the agenda, control of discussion, and generally conducting
13 the meeting with an understanding that other peoples' time is important and a sensitivity to
14 the reality that they are tired at the end of the day.

15
16 In addition to the above, the Superintendent has agreed that principals should not hold
17 meetings unless they are needed. He/she has agreed to review the excess meetings with
18 principals to solve the problem.

19
20 A site staff meeting is defined as a meeting which K-6 teachers are required to attend.
21 Grade level meetings held during the workday are not considered site staff meetings.

22
23 ~~Starting with the 2010-11 school year, twenty (20) late start days will be added per site,
24 7-12, average two (2) per month, for 2010-11 and 2011-12 school years for collaboration
25 and District professional activities. Schedule of days to be mutually agreed to by District
26 and MTA. One (1) late start day per month will allow 15 minutes at the end of the meeting
27 for MTA business. Principals will notify site MTA Representatives 48 hours before the
28 meeting to place the item on the agenda, if requested. (All faculty meetings, department
29 meetings or other mandatory site meetings must be held on those 20 late start days.)~~

30
31 ~~For the 2011-12, 2012-13, and 2013-14 school years, the 20 late start collaboration days for
32 grades 7-12 and the 17 collaboration minimum days for grades K-6 shall be suspended.~~

33
34 D. All duties outside the regular K-12 day are voluntary.

35
36 No K-12 teacher shall be assigned yard duty, lunch duty, bus duty or adjunct duty. Teachers
37 may choose to supervise during these times, but shall be compensated at the hourly rate on
38 Step 3, Column 3 of Schedule A2-Hourly Rate Teachers' Salary Schedule.

39
40 ~~In addition to "B" above, employees in grades 7-12 may be required to devote a reasonable
41 amount of time to other duties assigned by the building administrator.~~

1 As a guideline, the time spent by the employee in grades 9-12 on such additional work-
2 related duties should not exceed approximately 15 hours during a school year. In grades
3 7-8, such additional work related duties, including bus and hall duty, should not exceed 15
4 hours during a school year.-----

5
6 The local administrator may exceed this guideline only if his/her action is reviewed and
7 approved by the Superintendent. In reviewing the local administrator's action, the
8 Superintendent shall consider the following:

- 9
- 10 1. ~~Uniform and equitable distribution of duties among employees;~~
 - 11 2. ~~Special needs of the school;~~
 - 12 3. ~~Special needs, abilities, handicaps, and/or limitations of the individual employee;~~
 - 13 4. ~~Efficient use of employee time;~~
 - 14 5. ~~Extent of the employee's voluntary contribution of time to school or District activities.~~
- 15
16
17
18
19

20 E. Length of School Year

21
22 The District and Association agree to the following starting and ending dates for each work
23 year:

24
25 2011-2012: ~~8/10/11 - 5/25/12 (Teacher Workday: 8/9/11)~~

26 2012-2013: ~~8/7/12 - 5/23/12 (Teacher Workday: 8/6/12)~~

27 2013-2014: ~~8/6/13 - 5/22/14 (Teacher Workday: 8/5/13)~~

28
29 Calendars for 2010-11 and 2011-12 are attached as Exhibits "C" and "D."

30
31 Starting with the ~~2010-11~~ 2014-15 school year, the total number of assigned annual days of
32 work for ~~traditional schedule~~ full-time employees is ~~176~~ 187, consisting of ~~175~~ 180 teaching
33 days and ~~one (1) three (3) teacher workdays and four (4) staff development days~~, with
34 corresponding salary ~~reduction~~ addition until June 30, 2014. This includes the elimination
35 of ~~3~~ staff development days started in 2009-10. Calendars for 2010-11 and 2011-12 will be
36 developed mutually by the District and MTA. For the 2012-13 and 2013-14 school years
37 the District and Association shall meet on or before February 6th to schedule the reduced
38 instructional days (furlough days) for the succeeding school year. Future calendars will be
39 developed mutually by the District and MTA.

40
41 The ~~workday is to be scheduled prior to the beginning of school. All teachers will be~~
42 ~~released at 12:00 noon on the workday so they may attend the MTA General Membership~~
43 ~~Meeting. On the day of MTA General Membership Meeting, teachers shall report to their~~
44 sites by 12:00 noon.

1 New teachers to the District will have three additional workdays in their initial year which
2 precedes the scheduled workdays.

3
4 Counselors may be scheduled for days mutually agreed to by the counselor and principal.

5
6 Psychologist work year -- the total number of assigned annual days of work for full-time
7 school psychologists is ~~184~~ 189.

8
9 The District and the Association agree to change the high school schedule by extending the
10 lunch periods from thirty (30) to thirty-five (35) minutes, thus extending the dismissal time
11 by five (5) minutes (~~Exhibit "B"~~). A modified block schedule for 9-12 schools is effective
12 July 1, 2010 (~~Exhibit "F"~~).
13

14 F. Minimum Days (Per School Year)

15
16 Twelve (12) minimum days or time equivalent of student/non-contact times for grades
17 7-12 to be utilized for school and professional activities as scheduled by the principal after
18 consultation with the school staff.

19
20 ~~Twenty-seven (27)~~ Eighteen (18) minimum days for grades 1-6. No more than six (6) of the
21 ~~twenty-seven (27)~~ eighteen (18) minimum days will be used for parent conferencing. ~~Nine~~
22 ~~(9) of the days will be used for collaboration and District professional activities, one per~~
23 ~~month. The nine (9) minimum days of collaboration time will be 65 minutes after the end of~~
24 ~~the regular minimum day schedule. The remaining days will be utilized for school and~~
25 ~~professional activities as scheduled by the principal after consultation with the school staff.~~
26 ~~For the 2011-12, 2012-13, and 2013-14 school years, the nine (9) days for collaboration have~~
27 ~~been suspended. For these years, the total number of minimum days, K-6, shall not exceed~~
28 ~~eighteen (18) days.~~

29
30 Special Education classes shall have minimum days as stated above.

31
32 One of the existing minimum days shall be used as a minimum day the Wednesday prior to
33 Thanksgiving.

34
35 G. Elementary Preparation Periods, Grades 1-6

36
37 ~~There shall be a weekly elementary preparation period at each elementary school site~~
38 ~~(which includes special education), for grades 1-6 within the following guidelines:~~

39
40 1. ~~Sixty (60) minutes preparation time for each 1-6 teacher.~~

41
42 2. ~~District agrees, in conjunction with the Modesto Teachers Association, to revise the~~
43 ~~elementary preparation period from two, one-half hour periods per week to one full~~
44 ~~hour per week.~~

1 3. ~~The regular teacher on preparation time shall not be responsible for or interrupted for~~
2 ~~purposes of handling student discipline for misconduct occurring during preparation~~
3 ~~time.~~

4
5 4. ~~The District will make a good faith effort to allow elementary teachers the use of their~~
6 ~~own room for preparation; however, at schools where facility considerations make this~~
7 ~~unrealistic, teachers may not be able to use their own rooms for preparation.~~

8
9 There shall be weekly elementary preparation periods at each elementary school site (which
10 includes special education), for grades 1-6 within the following guidelines:

11
12 1. Two, one hour preparation periods for each teacher, each week.

13
14 2. The teacher on preparation time shall have use of his/her own room during the
15 preparation period.

16
17 3. The principal and teachers will mutually develop preparation schedules.

18
19 4. The District will make a good faith effort to teach California standards during those
20 prep times.

21
22 5. All elementary teachers may organize their day to facilitate up to 60 additional
23 minutes per week beyond the contractually required 60 minutes of preparation. The
24 additional minutes are described as a supplementary preparation plan for the
25 purpose of this agreement.

26
27 6. Any first through sixth grade supplementary preparation plan to add additional
28 preparation time must be educationally valuable and must comply with course
29 requirements consistent with Education Code.

30
31 7. The supplementary preparation plan must be approved by the site administrator and
32 Director of Educational Services. When the District receives proposals from the
33 teachers, the District will forward a copy of the proposal to the Modesto Teachers
34 Association.

35
36 8. All teachers participating in the supplementary preparation plan do so voluntarily.

37
38 9. The District will determine when each 1-6 teacher shall have the sixty (60) minutes
39 preparation period each week.

40 H. Language, Speech and Hearing Specialists will have sixty (60) minutes of preparation time
41 each week. The remaining instructional minutes will be filled with student instruction or
42 assessment. Preparation time may be scheduled on different days of the week and sites.

1 I. Duty Free Lunch (K-6)

2
3 The District and Association agree that all K-6 teachers will have a duty free lunch on all
4 school days. A duty free lunch may be circumvented by assigning additional duties on rainy
5 days. On rainy days, for sites that are unable to develop a system to free teachers for their
6 full lunch period, principals may assign from one to five teachers on a rotating basis to
7 supervise students. In all cases, teachers will receive a full 30-minute lunch.
8

9 J. Period Assignment for 7-8 Teachers

10
11 The principal may assign teachers to periods 0-6 or periods 2-8. In such cases, the
12 preference of all staff members will be taken into account. No involuntary assignment shall
13 be made to periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods
14 needed.
15

16 If a teacher is involuntarily assigned to a 0-6, or 2-8 schedule they will not be involuntarily
17 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
18 credentialed to teach the eighth period subject.
19

20 Teachers in grades 7-8 will be assigned over the eight period day (5 class periods, 1 lunch,
21 and 1 preparation period), either periods 0-6, 1-7 or 2-8. If mutually agreed between the
22 teacher and principal, a teacher may be assigned non-consecutively (i.e. 1-3 and 5-8). Failure
23 to mutually agree shall not cause any reprisals or negative actions towards the teacher.
24

25 Teachers may be assigned periods 1-8 or 0-7 (6 class periods, 1 lunch period, and 1
26 preparation period) on a voluntary basis. Teachers will receive an 8th period stipend for six
27 teaching periods (i.e. classes paid as 8th period stipend).
28

29 If there are not enough credentialed and qualified teachers to teach the needed 8th period
30 optional(s) at a 7-8 site(s), then credentialed and qualified teachers at the other 7-8 sites will
31 be offered the optional period(s). If no 7-8 teacher is interested, then qualified teachers at
32 the K-6 and 9-12 level will be given the opportunity to fill the need. If there are no K-12
33 teachers available or willing to teach the 8th period optional(s), then the principal at the
34 individual 7-8 school may assign a credentialed and qualified teacher from their staff to
35 teach the needed 8th period optional(s).
36

37 It is believed that during scheduling, a random distribution of subjects will be needed for the
38 six class period assignments.
39

40 K. Period Assignment for 9-12 Teachers

41
42 Upon mutual agreement, the principal will normally assign staff at grades 9-12 to periods
43 1-7 unless there is a need to assign to periods 0-6 or 2-8. In such cases, the preference of all
44 staff members will be taken into account. No involuntary assignment shall be made to
45 periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed.

B.6(22)

1 If a teacher is involuntarily assigned to a 0-6 or 2-8 schedule they will not be involuntarily
2 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
3 credentialed to teach the eighth period subject.

4
5 A 9-12 teacher may be assigned over the eight period day (5 class periods, 1 lunch period,
6 1 preparation period) if mutually agreed between the teacher and principal (for instance,
7 periods 1-3 and 5-8). Failure to mutually agree shall not cause any reprisals or negative
8 actions towards the teacher.

9
10 Teachers in grades 9-12 may be assigned to teach six classes in the fall semester and four
11 classes in the spring semester to help alleviate class size problems. The following process
12 shall be used for this reassignment. The principal shall first ask for volunteers from
13 qualified teachers in the department. If there are no volunteers, the teacher with the least
14 District-wide seniority may be assigned to six (6) classes in the fall and four (4) classes in
15 the spring.

16
17 L. Emergency School Closure

18
19 If school is closed on an emergency basis, other than a work stoppage, the District will make
20 all reasonable efforts to get a waiver from the state so the time does not have to be made up
21 for state funding. In the event it is not possible to get a waiver, and it is necessary to make
22 up the time as an express condition to get state funding, then the bargaining unit will make
23 up the minimum time and/or days necessary for state funding. In such a case, the time
24 necessary will be mutually rescheduled by the District and the Association.

25
26 M. At all schools the teacher shall have three full workdays after the end of the quarter (not
27 including weekends and holidays) to submit the grades to the District.

28
29 N. For 1992-93, MTA and the District agree that the starting and ending times for the high
30 schools will be the same as they were for the 1991-92 school year. Mark Twain Junior High
31 School will have the same starting and ending times as they had for the 1991-92 school year.
32 The three other 7-8 schools will have starting times of 9:00 a.m. and corresponding changes
33 in ending times (Exhibit "G"). MTA and the District agree to the starting and ending times
34 for elementary schools as listed on Exhibit "H."

**MODESTO CITY SCHOOLS
2014-15 TRADITIONAL CALENDAR**

DRAFT

JULY 2014

M	T	W	TH	F
	1	2	3	4 Independence Day
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JANUARY 2015

M	T	W	TH	F
			1	2 Winter Break
5	6	7	8 S	9 W Staff Dev: 1/8
12	13	14	15	16 Workday: 1/9
19	20	21	22	23 MLK Day
26	27	28	29	30 14 Days

AUGUST 2014

M	T	W	TH	F
				1 Staff Dev: 8/4,5, 6
4 S	5 S	6 S	7 W	8 W Workdays: 8/7 & 8
11 *	12	13	14	15 Classes Begin: 8/11
18	19	20	21	22
25	26	27	28	29 15 Days

FEBRUARY 2015

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13 Lincoln's Day
16	17	18	19	20 President's Day
23	24	25	26	27 18 Days

SEPTEMBER 2014

M	T	W	TH	F
1	2	3	4	5 Labor Day
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			21 Days

MARCH 2015

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13 ✓ 3rd Qtr - 42 Days
16	17	18	19	20
23	24	25	26	27
30	31			22 Days

OCTOBER 2014

M	T	W	TH	F
		1	2	3
6	7	8	9	10 ✓ 1st Qtr = 43 Days
13	14	15	16	17
20	21	22	23	24 23 Days
27	28	29	30	31

APRIL 2015

M	T	W	TH	F
		1	2	3
6	7	8	9	10 Spring Break
13	14	15	16	17
20	21	22	23	24
27	28	29	30	16 Days

NOVEMBER 2014

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14 Veteran's Day
17	18	19	20	21
24	25	26	27	28 16 Days
				Thanksgiving Holiday

MAY 2015

M	T	W	TH	F
				1 2nd Sem = 90days
4	5	6	7	8 4th Qtr = 48 Days
11	12	13	14	15
18	19	20	21	22 Classes End: 5/29
25	26	27	28	29 ✓ Memorial Day
				20 Days

DECEMBER 2014

M	T	W	TH	F
1	2	3	4	5 15 Days
8	9	10	11	12 2nd Qtr = 12/19/14
15	16	17	18	19 ✓ 1st Sem = 90 Days
22	23	24	25	26 Winter Break 12/22-1/7
29	30	31		

JUNE 2015

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Classes Begin: Aug. 11 Classes End: 5/29 Instructional Days: 180 B.6(24)

S=Staff Development Day W=Teacher Workday
 ✓ End of Quarter ○ HOLIDAY □ Non-Attendance Day * First Day of School

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

- 1 4. Personal Necessity Leave
- 2
- 3 5. Absence in Excess of Earned Sick Leave
- 4
- 5 6. Pregnancy Leave
- 6
- 7 7. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household
- 8
- 9 8. Bereavement Leave

10
11 D. LEAVES

- 12
- 13 1. A good faith effort shall be made to return the employee to the same school and
14 department in the high school and junior high school and grade level in elementary
15 schools.
- 16
- 17 2. The District at any time may require supporting evidence including documentation, if
18 appropriate, or state reason for leave. Such evidence shall be required within a
19 reasonable time. False statements related thereto shall be grounds for withholding
20 leave benefits and for such other disciplinary action as the District deems appropriate.
21
- 22 3. Employees returning from leave of absence of indefinite duration shall provide notice
23 of return to the Human Resources Office within one week of their planned return.
24
- 25 5. Except for unforeseen conditions beyond the control of the employee, which prevent
26 timely return to work, an employee who fails to return to work at the expiration of
27 approved leave shall be deemed to be absent without justification, and be subject to
28 disciplinary action.
29
- 30 6. Effect on Progressive Salary Advancement. Time spent on the following leaves
31 counts as part of the service required for progressive salary advancement:
32
 - 33 a. All Paid Leaves
 - 34
 - 35 b. Exchange Leave
 - 36
 - 37 c. Federal Grant Leave
 - 38
 - 39 d. Military Leave
 - 40
 - 41 e. Legislative Leave
 - 42
 - 43 f. Organization Leave
 - 44
 - 45 g. Association Leave
 - 46
 - 47 h. Sabbatical Leave
- 48

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

2
3 6. Time Limits. No leave, except Military Leave, may be approved beyond June 30 of any
4 school year. In case a leave might require absence in two different school years, an
5 extension of said leave may occur.

6
7 7. Leave Credit and Payment for Part-time Employees. In the case of employees who
8 work less than a full-time basis, the accumulation of leave credit and the payment of
9 salary shall not exceed the pro-rata share of full leave credit of salary payment, unless
10 expressly provided otherwise in this Agreement. For part-time employees, full salary
11 means the salary to which the employee would normally be entitled, but no part-time
12 employee shall receive leave credit or salary for days on which the employee would not
13 be required to work.

14
15 8. Notwithstanding any restrictions on eligibility for a particular leave contained in this
16 Agreement, if the statutes of this state require the District to authorize such a leave, the
17 employee shall be deemed eligible for such leave.

18
19 E. Sick Leave

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

22
23 2. Compensation: Full salary.

24
25 3. Provisions:

26
27 a. Full-time employees shall receive ten (10) days of sick leave yearly.

28
29 Certificated employees who are employed on less than a full-time basis shall accrue
30 sick leave as follows:

31
32
$$\frac{10 \times \text{FTE Days Worked Per Week}}{5}$$

33

34
35 b. After fifteen (15) consecutive days of absence, an employee shall submit a "leave of
36 absence" form to the Human Resources Office.

37
38 Proof of illness of the employee may be required if absences for the school year
39 exceed twenty (20) days. The Associate Superintendent, Human Resources may
40 require a written, signed certificate as proof of illness from a licensed medical
41 practitioner.

42
43 In addition, if such leave privileges appear to be abused by repeated one or partial
44 day absences, the Associate Superintendent, Human Resources or designee may
45 require proof of illness including a licensed medical practitioner's verification of
46 illness. Lack of satisfactory proof of illness shall result in a refusal to allow such
47 time off to be charged to sick leave and will be considered unpaid leave.

48 B.6(27)

- 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 F. Sick Leave-Illness or Hospital Confinement of Members of Immediate
28 Household
29

- 30 1. Eligibility: All contracted certificated employees except hourly.
31
32 2. Maximum Time Limit: Five (5) days for one illness.
33
34 3. Compensation: Full salary.
35
36 4. Provisions:
37

38 An employee's absence for serious illness or hospital confinement of a member of the
39 immediate household of the employee shall be charged, at the election of the employee,
40 against accumulated sick leave without loss of pay. Such leave shall not exceed five (5)
41 days for any one illness nor be for less than one-half (1/2) day.
42

43 Proof of illness of immediate family member may be required where absence exceeds
44 five days. The Associate Superintendent, Human Resource or designee may require a
45 written signed certification as proof of illness from a licensed medical practitioner.
46
47

1 After available "personal necessity" and "sick leave – illness or hospital confinement of
2 member of immediate household" – have been exhausted, an additional five days of
3 available sick leave may be taken at full pay followed by up to 15 days at the daily rate
4 of pay less all costs associated with providing substitute coverage (implementation
5 2003-04).

6
7 Members of the immediate family are defined as husband, wife, mother, father, sister,
8 brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-
9 law, daughter-in-law, grandchild, foster parent, step-parent, step-child, domestic partner
10 or any relative of either spouse living in the immediate household of the employee.

11
12 **G. Industrial Accident or Industrial Illness Leave**

13
14 1. Eligibility: For employees as provided by law.

15
16 2. Maximum Time Sixty (60) work days.
17 Limit:

18
19 3. Compensation: Full salary.

20
21 4. Provisions:

22
23 Pursuant to the provisions of Education Code Sections 44984 and 45192, employees
24 shall be provided leave of absence for industrial accident or illness under the following
25 rules and regulations:

26
27 a. The accident or illness shall have arisen out of and in the course of employment and
28 shall be accepted as a bona fide injury or illness arising out of and in the course of
29 employment by the State Compensation Fund.

30
31 b. Allowable leave for each industrial accident or illness shall be for the number of days
32 of temporary disability not to exceed sixty (60) working days in any one fiscal year.

33
34 c. Allowable leave shall not be accumulated from year to year.

35
36 d. The leave under these rules and regulations shall commence on the first day of
37 absence.

38
39 e. When an employee is absent from duty due to industrial accident or illness, the
40 employee shall be paid such portion of the salary due for any month in which
41 absence occurs, as when added to the employee's temporary disability indemnity
42 under Division 4 or Division 4.5 of the Labor Code, shall result in payment to the
43 employee of not more than full salary.

44
45 f. Industrial accident or illness leave shall be reduced by one (1) day for each day of
46 authorized absence regardless of temporary disability indemnity award.

- 1 g. When an industrial accident or illness leave extends into the next fiscal year, the
2 employee shall be entitled to only the amount of unused leave due him for the same
3 illness or injury.
- 4
- 5 h. During any paid leave of absence, the employee shall endorse to the District the
6 temporary disability indemnity checks received due to his/her industrial accident or
7 illness. The District, in turn, shall issue the employee appropriate salary warrants in
8 payment of the employee's salary and shall deduct normal retirement and other
9 authorized contributions.
- 10
- 11 i. The benefits provided by these rules and regulations shall be applicable to
12 employees upon employment.
- 13
- 14 j. Any employee receiving benefits as a result of these rules and regulations shall,
15 during the period of injury or illness, remain within the State of California unless the
16 governing board authorizes travel outside of the state.
- 17
- 18 k. Upon termination of the industrial accident or illness leave, the employee shall be
19 entitled to the benefits provided for sick leave (Education Code Sections 44977,
20 44978, 44983) and his/her absence for such purpose shall be deemed to have
21 commenced on the date of termination of the industrial accident or illness leave,
22 provided that if the employee continues to receive temporary disability indemnity,
23 he/she may elect to take as much of his/her accumulated sick leave which, added to
24 his/her temporary disability indemnity shall result in payment to him/her of not more
25 than his/her full salary.
- 26

27 **H. Bereavement Leave**

- 28
- 29 1. Eligibility: All contracted certificated employees except hourly.
- 30
- 31 2. Maximum Time For spouse, parent, child, or if the employee is the main
32 Limit: caregiver, trustee of the estate or holds power of attorney status,
33 seven days will be granted for Bereavement Leave. Verification of
34 status may be required by the Human Resources Office. For all
35 others defined below in paragraph 4, three work days, or five work
36 days if travel is over 300 miles.
- 37
- 38 3. Compensation: Full salary.
- 39
- 40 4. Provisions:
- 41
- 42 Others defined in this section include mother-in-law, father-in-law, grandmother,
43 grandfather, grandmother-in-law, grandfather-in-law, grandchild of employee or of the
44 spouse of the employee, daughter-in-law, son-in-law, brother and sister of employee,
45 brother and sister-in-law, aunt and uncle.
- 46

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

1 I. Sabbatical Leave

2
3 1. Requirements:

4
5 a. Status: Employee with permanent status.

6
7 b. Service:

8
9 1) Employees shall have rendered service in a certificated position or positions in
10 the District for at least seven (7) consecutive years preceding the beginning of
11 a leave. A minimum of 150 full-time equivalent days shall have been served
12 during each of such years, dated from the beginning of a semester. Only
13 service rendered subsequent to return from the most recent Sabbatical Leave or
14 subsequent to the most recent commencement of service is counted. Time
15 spent on a leave is not considered as a break in continuity of service but cannot
16 be included as part of the seven-year service except that the time spent on paid
17 military leave, on exchange leave, or federal grant leave for not more than one
18 (1) year may be included as part of the seven-year service requirement.

19
20 2) During the two (2) consecutive semesters immediately preceding the beginning
21 of the leave, the employee shall have served a minimum of 150 days in the
22 District or have been on military or federal grant leave during the two (2)
23 immediately preceding semesters.

24
25 3) The employee shall have served satisfactorily for the three (3) years of service
26 immediately preceding the period of the leave.

27
28 Note: When more requests for Sabbatical Leave are received than can be
29 granted, those with least priority shall be denied. Factors that shall be among
30 those considered in granting Sabbatical leaves shall include, but not be limited
31 to: compliance with application requirements, eligibility, value of the program
32 to the District, seniority in the District, length of leave--semester or year,
33 ability of District to finance leaves, whether leave has been previously granted.

34
35 c. The employee is obligated to serve two full years after they return from the
36 Sabbatical Leave.

37
38 d. Length of Leave:

39
40 Sabbatical Leaves shall be granted for no less than one (1) full semester nor for
41 more than one (1) full year.

42
43 e. Compensation:

44
45 An employee on Sabbatical Leave shall receive 50% of his/her basic salary.
46 (Retirement and health benefits shall be prorated to a maximum of 50%.)

1 2. Request for Sabbatical Leave:

2
3 A preliminary request for Sabbatical Leave should be filed in the office of the building
4 principal by October 15 for leaves to begin September 1 of the following year. Final
5 plans shall be submitted to the Associate Superintendent, Human Resources by
6 November 1. Applications received after November 1 shall not be given consideration.
7 If the leave is to begin the second semester of the next school year, the preliminary
8 request should be submitted no later than March 1, and the final plans May 1.
9 Applications received after March 1 shall not be given consideration. Requests for leave
10 shall be submitted in writing and shall state the purpose for which the leave is to be
11 granted. If the leave is to be granted for study, the request shall indicate the location of
12 the proposed study, the major work to be undertaken, and how the proposed study
13 relates to the professional responsibilities of the teacher. If the leave is requested for
14 travel, the request shall indicate the total travel plan of the applicant together with the
15 relation of this travel plan to the applicant's professional responsibilities.

16
17 Not more than one percent (1%) of the employees in the unit shall be on Sabbatical
18 Leave at any time.

19
20 The District shall convene the Sabbatical Leave Committee no later than November 15.
21 Recommendations shall be submitted to the Superintendent no later than December 1.
22 The Superintendent shall consider the Committee's recommendation and submit
23 recommendations to the Board of Education. The Board's decision shall be final. A
24 reasonable effort shall be made to present recommendations to the Board of Education
25 no later than the December meeting of the Board.

26
27 3. Sabbatical Leave Committee:

28
29 The Sabbatical Leave Committee shall consist of at least five (5) full-time certificated
30 employees; each member of the Committee shall have had a Sabbatical Leave. In the
31 event there are not a sufficient number of such persons available, additional members
32 shall be appointed by the Superintendent as needed and be representative of both
33 elementary and high school. The Sabbatical Leave Committee shall act as an advisory
34 committee on Sabbatical Leaves and recommend leaves to the Superintendent.
35 Members of the Committee shall serve a period of two (2) years and be eligible for
36 reappointment only once in five (5) years after the expiration of the term of office.

37
38 4. After Sabbatical Leave:

39
40 The District shall accord good faith consideration to employee preferences relating to
41 work site for employees returning at the expiration of a Sabbatical Leave.

42
43 5. Retirement:

44
45 Sabbatical Leaves shall count toward retirement, and full retirement contributions shall
46 be deducted from warrants in the usual manner.

47

1 6. Types of Sabbatical Leaves:

- 2
- 3 a. Leave for Travel: Travel shall constitute a planned program involving a substantial
- 4 portion of the year of leave. Such travel shall have educational value as its purpose.
- 5 A complete plan for such travel shall be submitted with the original application for
- 6 leave. Evidence of travel experiences shall be presented upon return to the District.
- 7 Such evidence may include, but not be limited to personal photographs, slides, and
- 8 other materials, including passport documents.
- 9
- 10 b. Approved Study: An approved study leave is one during which the employee
- 11 pursues a program of upper division or graduate study in residence (not
- 12 correspondence courses) in an accredited institution of higher learning including
- 13 foreign universities. The courses shall relate to the present or prospective service of
- 14 the employee or shall qualify him/her for a needed credential or higher degree. The
- 15 courses shall be completed and credited within the leave period. The completion of
- 16 previous incomplete courses and/or the completion of work after the end of the
- 17 leave period cannot be used to fulfill sabbatical obligations.
- 18
- 19 c. Work Sabbatical: An approved work leave is one in which the employee is
- 20 employed in an occupation related to a teaching assignment and works full or part-
- 21 time in the location of the temporary employer. A specific work plan shall be
- 22 cooperatively developed by employer and school employee. A commitment shall
- 23 be required from the temporary employer specifying acceptance for the period of
- 24 the Work Sabbatical. The temporary employer shall pay the remaining 50% of
- 25 salary for the period employed. Total payment would not exceed the amount
- 26 prescribed by the current salary schedule. The District may request the temporary
- 27 employer to complete an evaluation. The District may conduct periodic evaluation
- 28 of the employee and the work assignment.
- 29
- 30 d. Combination: Requests may be made for Sabbatical Leave combining study, travel,
- 31 and/or work.
- 32

33 7. Failure to Complete Leave:

34

35 If a Sabbatical Leave cannot be completed for some unforeseen reason or circumstance

36 beyond the employee's control, partial compensation may be obtained only if a

37 significant portion of the original purpose of the leave has been accomplished. If

38 compensation is allowed, it shall be on a prorated basis according to the portion of the

39 requirements of the leave completed. Under special circumstances, the Sabbatical Leave

40 Committee may recommend other projects in lieu of travel or study.

41

42 8. Change of Plan:

43

44 Type of Sabbatical Leaves may be combined to one (1) semester or in separate

45 semesters or in quarters.

46

1 9. Time for Study and Travel:

2
3 Sabbatical obligations shall be pursued during the period of the leave. Summer travel or
4 study or work does not fulfill Sabbatical Leave obligations.
5

6 10. Status Report:

7
8 An employee on Sabbatical Leave shall keep the Associate Superintendent, Human
9 Resources informed of his/her mailing address during such leave.
10

11 11. Final Report:

12 Each employee shall submit a typewritten final report to the Human Resources Office.
13

- 14
15 a. For a study leave, the report shall include a brief description of the courses
16 completed and their professional implications.
17

18 Note: For leaves involving college or university credit, an up-to-date
19 transcript shall be filed with the Human Resources Office no later
20 than September 1.
21

- 22 b. For travel leave, the report should be 1,500 or more words and include a description
23 of places visited and an evaluation of the experiences significant to the employee as
24 an educator.
25

- 26 c. For work leave, the report shall summarize the relevant work experience and its
27 implications for the employee's professional responsibilities.
28

29 12. Completion of Leave:

30
31 For an academic year sabbatical, the sabbatical final report should be filed by the
32 following December 1st. Half-year sabbatical leave reports should be filed within two
33 (2) months after the final date of the Sabbatical Leave. Payment for services rendered
34 after return to duty cannot be made until either:
35

- 36 a) The final report is submitted and approved by the Superintendent, or
37
38 b) The employee submits a statement asserting intention not to fulfill the leave
39 requirements, in which case no compensation may be paid for the leave and any
40 compensation received since inception of the Sabbatical Leave must be returned.
41

- 42 13. The Board may require that the employee furnish a suitable bond indemnifying the
43 Governing Board and the District against loss in the event the employee fails to render at
44 least two (2) years of service following the return of the employee from leave of
45 absence.
46

1 14. Payment:

2
3 Salary for Sabbatical Leave shall be paid in the same manner as if the employee were
4 rendering service in the District from which the Sabbatical Leave is taken upon the
5 furnishing by the employee of a suitable bond indemnifying the Governing Board and
6 said District against loss in the event the employee fails to return and render at least two
7 (2) years' service immediately following the Sabbatical Leave provided the employee
8 submitted, prior to such salary payment, a statement in accordance with procedures
9 established by the Superintendent showing compliance with the conditions of the
10 Sabbatical Leave Agreement. Such bond shall be released in the event the failure of the
11 employee to return and render such two (2) years' service is caused by the death or
12 physical or mental disability of the employee. If the governing board finds and by
13 resolution declares that the interests of the District will be protected by written
14 agreement of the employee to return to the service of the District and render the agreed
15 upon period of service therein following his/her return from the leave, the governing
16 board, in its discretion, may waive the furnishing of the bond and pay the employee on
17 leave in the same manner as though a bond is furnished.

18
19 15. Incomplete Sabbatical Leaves:

20
21 a. Due to Injury or Illness: Subject to Section D, paragraph 3 of this Article,
22 interruption of a Sabbatical Leave Program caused by serious injury or illness shall
23 not be considered a failure to fulfill the conditions upon which such leave was
24 granted nor shall interruption affect the amount of compensation to be paid under
25 the terms of the leave agreement provided:

- 26
27 1) Notification as soon as practicable of injury or illness during Sabbatical Leave
28 is given to the Superintendent by means of registered or certified letter, and
29
30 2) Written evidence verifying the fact that the interruption of the program was
31 due to serious injury or illness is filed promptly with the Human Resources
32 Division.

33
34 b. Due to Other Causes: An employee who fails to complete all the requirements of
35 the Sabbatical Leave due to serious illness in the family or other causes beyond
36 his/her control may receive compensation on a prorated basis if a significant portion
37 of the requirement is complete.

38
39 For an incomplete Sabbatical Leave originally approved for one year, fractional
40 portions of requirements completed may be one-fourth (1/4), one-half (1/2), or
41 three-fourths (3/4).

42
43 The completion of the fractional portion of the requirements shall have been
44 accomplished during the particular period for which the Sabbatical Leave was
45 authorized and prior to return to active duty or prior to the beginning of a leave
46 immediately following the sabbatical leave.

1 J. Military Leave

- 2
- 3 1. Eligibility: All employees.
- 4
- 5 2. Maximum Time Duration of military obligations.
- 6 Limit:
- 7
- 8 3. Compensation: As required by law.
- 9
- 10 4. Provisions:
- 11

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

17

18 K. Community Service Leave

- 19
- 20 1. Eligibility: All contracted certificated employees except hourly.
- 21
- 22 2. Maximum Time Three (3) work days.
- 23 Limit:
- 24
- 25 3. Compensation: Full salary.
- 26
- 27 4. Provisions:
- 28
- 29 a) An employee who holds a responsible position as an officer in a local community
30 group or organization is elected to represent this organization in a regional, state,
31 national, or world conference, that individual may be granted at least one (1) leave
32 of absence during the school year not to exceed a total of three (3) days to attend
33 this conference as an official representative of his/her community organization
34 without loss of pay.
- 35
- 36 b) Attendance at such a conference shall be verified by travel or hotel receipts,
37 program, or other appropriate evidence of participation.
- 38
- 39 c) Upon return, the employee shall verify in writing attendance at the conference for
40 the period of leave and that the employee was not reimbursed or entitled to
41 reimbursement for any loss of salary.
- 42

43 L. Jury Duty

- 44
- 45 1. Eligibility: All contracted certificated employees except hourly.
- 46
- 47 2. Maximum Time Duration of duty.
- 48 Limit:
- 49

B.6(36)

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

2
3 4. Provisions:

4
5 a) The District shall grant leaves of absence with pay for jury duty. Any fees paid for
6 jury duty shall be endorsed to the District.

7
8 b) Employees called for jury duty shall notify their building principal immediately
9 upon receipt of the jury summons. Notification of return shall be as soon as
10 possible.

11
12 M. Personal Partial-Paid Leave

13
14 1. Eligibility: All contracted certificated employees except hourly.

15
16 2. Maximum Time Five (5) working days in any school year.
17 Limit:

18
19 3. Compensation: Regular salary less the approved daily substitute rate.

20
21 4. Provisions:

22
23 a) Leave request shall be submitted through the principal to the Associate
24 Superintendent, Human Resources.

25
26 b) Such leave may be granted for personal business that can be performed only during
27 school hours.

28
29 c) Examples of exclusion from such leave are:

30
31 1) Accompanying spouse on vacation.

32 2) Recreation.

33
34 N. Personal Necessity Leave

35
36 1. Eligibility: All contracted certificated employees except hourly.

37
38 2. Maximum Time Seven (7) working days per academic year.
39 Limit:

40
41 3. Compensation: Full salary to the extent that accumulated sick leave is available.
42 Otherwise, employees are not eligible for this leave.

43
44 4. Provisions:

45
46 Personal Necessity Leave is defined as an activity that is unavoidable and cannot be
47 taken care of at any time other than during the regularly scheduled teaching day. Up to
48 seven (7) accumulated sick leave days may be used by the employee for personal

B.6(37)

1 necessity with notification but without advance permission, at the teacher's discretion.*
2 Personal Necessity Leave shall not be used for recreation, extending weekends,
3 holidays or vacation.

4
5 *Advance approval shall be required during periods of work stoppages, sickouts or
6 other concerted activities.

7
8 O. Long Term Illness Leave

- 9
10 1. A Long Term Illness Leave may be granted an employee upon written verification from
11 the personal physician that illness or accident shall keep the employee from duty for a
12 definite period of time.
13
14 2. The employee shall receive regular salary until expiration of accumulated sick leave.
15
16 3. This leave, including accumulated sick leave and the five month differential pay
17 periods shall run consecutively.
18
19 4. The five month period for which an employee is entitled by statute to the difference
20 between his/her salary and the approved per diem pay of a substitute teacher shall
21 include any period of illness for which the employee is required to use his/her
22 accumulated sick leave.
23
24 5. When sick leave is exhausted and differential pay is being utilized, the employee shall
25 submit a leave of absence form with a medical practitioner's note confirming their
26 illness. If an employee fails to submit the leave of absence form and physician's note
27 upon return to service, the employee will be docked their daily rate for the number of
28 days absence they collected differential pay.
29
30 6. For any portion of the five months remaining after expiration of accumulated sick leave
31 (less ten (10) days allowed for current year) the employee shall receive only the
32 difference between his/her salary and the approved per diem pay of the substitute
33 teacher. However, if a replacement teacher is employed on contract to fill the position,
34 the employee shall receive the difference between his/her regular salary and Column I,
35 Step I of the approved salary schedule at the expiration of accumulated sick leave.
36
37 7. An employee shall not be provided more than one, five month differential pay period
38 per illness or accident. However, if a school year terminates before the five month
39 differential pay period is exhausted, the employee may take the remainder of the five
40 months' differential pay in the subsequent school year.
41
42 8. The District may require a physical examination at District expense to confirm fitness
43 to resume duties by a mutually acceptable medical practitioner before the employee is
44 eligible to return to work.
45
46 9. No gainful employment may be undertaken while on Long Term Illness Leave.
47
48 10. This section applies to all contracted certificated employees, except hourly.

B.6(38)

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

- 2
- 3 1. When an employee is absent because of illness, quarantine or is on non-industrial
- 4 accident leave and has exhausted his/her accumulated sick leave and five months
- 5 differential pay, he/she may take a personal unpaid leave for up to one year. If the
- 6 employee does not return to work after the leave, he/she will be placed on a 39-month
- 7 re-employment list if he/she is a permanent employee and a 24-month re-employment
- 8 list if he/she is a probationary employee. Employees returning from unpaid personal
- 9 leave will be placed in available teaching positions based on the needs of the District.
- 10
- 11 2. In the event of personal leave granted as a result of illness, quarantine, or non-industrial
- 12 accident occurring under the provisions of this regulation, the employee, if permitted by
- 13 the carrier, is entitled to the opportunity to continue coverage under the District medical
- 14 insurance plan by personally paying premiums pursuant to forms and procedures
- 15 established by the District.
- 16
- 17 3. In consultation with the employee, the District may require a physical examination
- 18 by a licensed physician, at District expense, to confirm fitness to resume duties before
- 19 the employee is eligible to return to work.
- 20
- 21 4. This section applies to all contracted certificated employees, except hourly.
- 22

23 Q. Personal Leave

- 24
- 25 1. Eligibility: All contracted certificated employees except hourly.
- 26
- 27 2. Maximum Time Limit: One (1) academic year or remainder thereof.
- 28
- 29
- 30 3. Compensation: No salary.
- 31
- 32 4. Provisions:
- 33
- 34 a. Employees shall be granted a leave of absence for personal reasons not to
- 35 exceed one (1) academic year or remainder of current year.
- 36
- 37 b. Personal Leave shall be for reasons not covered by other leaves and shall be in
- 38 the best interest of the District.
- 39
- 40 c. Requests for Personal Leave shall be submitted to the Associate Superintendent,
- 41 Human Resources through the principal. Requests for Personal Leave for one year
- 42 must be submitted thirty (30) days before the beginning of the academic year, if
- 43 practicable.
- 44
- 45 5. Personal Leave will not be granted to employees to engage in employment outside the
- 46 District with another school district.
- 47
- 48 6. The District retains the right to terminate employment if the employee is found to be
- 49 employed outside the District with another school district during the regular workday
- 50 while on Personal Leave.
- 51

1 R. Peace Corps Leave/Americorps

- 2
- 3 1. Eligibility: All tenured employees.
- 4
- 5 2. Maximum Time Two academic years.
- 6 Limit:
- 7
- 8 3. Compensation: No salary.
- 9
- 10 4. Provisions:
- 11
- 12 a. A Peace Corps Leave/Americorps may be granted to any tenured employee to serve
- 13 as a Peace Corps employee in any state, territory, or possession of the United States
- 14 or foreign country.
- 15
- 16 b. The employee shall have rendered service for at least three (3) years immediately
- 17 preceding the leave and shall be obligated to return to the District for at least two
- 18 (2) years following service in the Peace Corps/Americorps.
- 19
- 20 c. As soon as practicable, the employee shall submit a request in writing to the
- 21 principal; such request shall state the duration and location of the leave.
- 22
- 23 d. Peace Corps/Americorps Leave is limited to one (1) per certificated employee and
- 24 the Board of Education reserves the right to limit the number of participants in any
- 25 semester or year.
- 26
- 27 e. Time spent on Peace Corps/Americorps Leave counts as service for salary step
- 28 advancement. A minimum of ten (10) months or equivalent calendar days
- 29 employment with Teachers Corps shall receive one step advancement.
- 30

31 S. Teacher Corps Leave

- 32
- 33 1. Eligibility: All tenured employees.
- 34
- 35 2. Maximum Time One academic year unless extended for one additional year
- 36 Limit: by approval of the Board of Education.
- 37
- 38 3. Compensation: No salary.
- 39
- 40 4. Provisions:
- 41
- 42 a. A Teacher Corps Leave of Absence may be granted to any tenured employee to
- 43 serve as a teacher in the Teacher Corps in any state, territory, or possession of the
- 44 United States or foreign country.
- 45
- 46 b. The employee shall have rendered service for at least three (3) years immediately
- 47 preceding the leave and shall be obligated to return to the District for at least two
- 48 (2) years following service in the Teacher Corps.
- 49

B.6(40)

- c. As soon as practicable, the employee shall submit a request in writing to the building principal, 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 employees.
- 2. Maximum Time Limit: One academic year. May be renewed annually during incumbency by the Board of Education.
- 3. Compensation: No salary.
- 4. Provisions:
 - a. An Organization Leave of Absence may be granted to a tenured employee to enable the employee to serve as an elected official of a recognized professional educational or employee organization and for the sole purpose of discharging the duties of such office.
 - b. Time spent on Organization Leave counts as service for salary step advancement. No credit is allowed for any other benefits.

U. Legislative Leave

- 1. Eligibility: All tenured employees.
- 2. Maximum Time Limit: One academic year. May be renewed annually during incumbency by the Board of Education.
- 3. Compensation: No salary.

1 4. Provisions:

- 2
- 3 a. A Legislative Leave may be granted to any tenured employee to serve on an
- 4 elective position in the city, county, state or federal government and for the
- 5 performance of any official duties connected therewith.
- 6
- 7 b. No salary or fringe benefit shall be paid by the District during the leave.
- 8
- 9 c. Time spent on Legislative Leave counts as service for salary step advancement.
- 10 No credit is allowed for any other benefits.
- 11
- 12 d. Requests for Legislative Leave shall be submitted as soon as practicable.
- 13

14 V. Association Leave

- 15
- 16 1. Eligibility: Three (3) persons designated by the Association except
- 17 home teachers, hourly independent study teachers, substitute
- 18 teachers, summer school, and adult school teachers.
- 19
- 20 2. Maximum Time Limit: One (1) academic year.
- 21
- 22
- 23 3. Compensation: Full salary and fringe benefits.
- 24
- 25 4. Provisions:
- 26
- 27 a. The District shall grant up to three leave requests each year. The leave shall be
- 28 submitted, in writing, to Associate Superintendent, Human Resources by May 15 of
- 29 the preceding academic year.
- 30
- 31 b. Three (3) full-time equivalent shall be the maximum amount of leave available to
- 32 the Association each school year.
- 33
- 34 c. The Association shall reimburse the District the actual cost for all compensation
- 35 paid to the employee, including retirement and fringe.
- 36
- 37 d. Leave shall be taken for the entire academic year.
- 38
- 39 e. If leave is taken on less than a full-time basis, the employee shall be responsible for
- 40 non-classroom duties in the same proportion as the time spent teaching is to normal
- 41 teaching load.
- 42
- 43 f. A plan shall be submitted detailing the employee's work schedule and the manner
- 44 in which non-instructional duties are to be performed. Such plan shall be approved
- 45 by the principal and the District before the leave is granted.
- 46
- 47 5. In addition to the above, Association Leave may be granted
- 48 by the District to an individual for Association business on a
- 49 short-term basis. This leave requires prior approval by the B.6(42)

District. The Association shall reimburse the District for the actual cost of the substitute plus fringe benefits paid by the District.

W. Pregnancy Disability Leave

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

1 b. If leave is requested for childbearing:

- 2
3 1) Pregnancy shall be confirmed in writing by the employee's personal physician.
4
5 2) With District approval, leave may commence at any time between the
6 physician's confirmation of pregnancy and one year after the child is born.
7

8 c. If leave is requested for childrearing, the District may grant an employee such leave
9 as a result of de facto or de jure custody of a child four (4) years of age or less.
10

11 **Y. Job Sharing**

12
13 1. **Eligibility:** Permanent elementary teachers (grades K-6 only); provided,
14 however, a kindergarten class is not subject to being shared.
15 Maximum number of shared assignments will be fifteen (15).
16 No more than two shared assignments per site.
17

18 2. **Maximum Time** One year at a time. Must be approved by Associate
19 **Limit:** Superintendent, Human Resources yearly, prior to June 30
20 for the following year. If disapproved, the Associate
21 Superintendent, Human Resources will, upon written request
22 by the employees, provide the reasons in writing.
23

24 3. **Compensation:** One-half salary and full medical benefits.
25

26 4. **Provisions:**

27
28 Two permanent teachers may jointly file a request for a 50% leave of absence each,
29 based upon a desire to share a grade 1-6 teaching assignment or a school year,
30 provided:
31

32 a) If two teachers want to share an assignment, they shall file a request with the
33 District Human Resources Office by May 31 in the school year prior to the leave.
34

35 b) If either of the teachers who have agreed to share an assignment is unable to
36 complete the obligation, the other teacher will assume the responsibility of the
37 full-time assignment.
38

39 c) When the two teachers choose to go back to 100% positions, the District will place
40 the teachers in positions that are as alike as possible to their last 100% positions.
41

42 d) Report cards and progress reports will be completed by both teachers.
43

44 e) Parent conferences will be attended by both teachers.
45

46 f) Back to School Night and Open House will be attended by both teachers.
47

48 g) Teachers may substitute for each other.

B.6(44)

- h) Both teachers will teach together the first two days of the school year. Each teacher will be given one full day sub to compensate them for this time.
- i) Faculty Meetings – The afternoon teacher will communicate information to the a.m. teacher. Both teachers will attend if necessary, by prior arrangement.
- j) In-services or staff development activities will be attended by the appropriate teacher, or both teachers.
- k) Each teacher will teach the full day on alternate minimum days.

Z. Family Care Leave

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

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

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

3. Compensation: No salary except as authorized pursuant to paragraph 4.d.

4. Provisions:

a. 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 twelve (12) workweeks in any 12-month period for family care and medical leave. Family care and medical leave requested pursuant to this subdivision shall not be deemed to have been granted unless the District provides the employee, upon granting the leave request, a guarantee of employment in the same or a comparable position upon the termination of the leave.

b. For purposes of this section:

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

(a) Under 18 years of age.

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

2) "Family care" means one of the following:

B.6(45)

- 1
- 2 (a) Leave for reason of the birth of a child of the employee and to care for the
- 3 newborn child, the placement of a child with an employee in connection with
- 4 the adoption or foster care of the child by the employee, or the serious health
- 5 condition of a child of the employee.
- 6 (b) Leave to care for a parent or spouse who has a serious health condition.
- 7
- 8 (c) Leave because of an employee's own serious health condition that makes
- 9 the employee unable to perform the functions of the position of the
- 10 employee, except for leave taken for disability on account of pregnancy,
- 11 childbirth or related medical conditions.
- 12
- 13 3) "Employment in the same or a comparable position" means employment in a
- 14 position that has the same or similar duties and pay which can be performed at
- 15 the same or similar geographic location as the position held prior to the leave.
- 16
- 17 4) "Health care provider" means either of the following:
- 18
- 19 (a) An individual holding either a physician's and surgeon's certificate issued
- 20 pursuant to Article 4 (commencing with Section 200) of Chapter 5 of
- 21 Division 2 of the Business and Professions Code, an osteopathic
- 22 physician's and surgeon's certificate issued pursuant to Article 4.5
- 23 (commencing with Section 2099.5) of Chapter 5 of Division 2 of the
- 24 Business and Professions Code, or an individual duly licensed as a
- 25 physician, surgeon, or osteopathic physician or surgeon in another state or
- 26 jurisdiction who directly treats or supervises the treatment of the serious
- 27 health condition.
- 28
- 29 (b) Any other person determined by the United States Secretary of Labor to
- 30 be capable of providing health care services under the Federal Family and
- 31 Medical Leave Act of 1993 and its implementing regulations.
- 32
- 33 5) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal
- 34 guardian, or other person who stood in loco parentis to the employee when the
- 35 employee was a child.
- 36
- 37 6) "Serious health condition" means an illness, injury (including on-the-job
- 38 injuries), impairment, or physical or mental condition of the employee or a
- 39 child, parent or spouse of the employee that involves either of the following:
- 40
- 41 (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential
- 42 health care facility.
- 43
- 44 (b) Continuing treatment or continuing supervision by a health care provider.
- 45
- 46 c. The District shall not be required to pay an employee for any leave taken pursuant
- 47 to subdivision a., except as required by subdivision d.
- 48

1 d. An employee taking a leave permitted by subdivision a. may elect, or the District
2 may require, the employee to substitute for leave allowed under subdivision a., any
3 of the employee's accrued vacation leave or other accrued time off during this
4 period or any other paid or unpaid time off negotiated with the District. If an
5 employee takes a leave because of the employee's own serious health condition,
6 the employee may also elect, or the District may also require, the employee to
7 substitute accrued sick leave during the period of the leave. However, an employee
8 shall not use sick leave during a period of leave in connection with the birth,
9 adoption, or foster care of a child, or to care for a child, parent, or spouse with a
10 serious health condition unless mutually agreed to by the District and the employee.
11 The use of the employee's accrued vacation leave or other accrued time off,
12 including any accrued sick leave, shall run concurrently with and count towards the
13 leave permitted by subdivision a.
14

15 e. During any period that an eligible employee takes leave pursuant to subdivision a.
16 or takes leave that qualifies as leave taken under the Federal Family and Medical
17 Leave Act of 1993 (FMLA), the District shall maintain and pay for coverage under
18 a "group health Plan," as defined in Section 5000(b) (a) of the Internal Revenue
19 Code of 1986, for the duration of the leave, not to exceed 12 workweeks in a 12-
20 month period, commencing on the date leave taken under the FMLA commences, at
21 the level and under the conditions coverage would have been provided if the
22 employee had continued in employment continuously for the duration of the leave.
23 Nothing in the preceding sentence shall preclude the District from maintaining and
24 paying for coverage under a "group health plan" beyond 12 workweeks. The
25 District may recover the premium that the District paid as required by this
26 subdivision for maintaining coverage for the employee under the group health plan
27 if both the following conditions occur:
28

- 29 1. The employee fails to return from leave after the period of leave
30 to which the employee is entitled has expired. An employee is
31 deemed to have "failed to return from leave" if he/she works less
32 than 30 days after returning from leave.
33
- 34 2. The employee's failure to return from leave is for a reason other
35 than the continuation, recurrence or onset of a serious health
36 condition that entitles the employee to leave under subdivision a.
37 or other circumstances beyond the control of the employee.
38

39 f. Any employee taking leave pursuant to subdivision a. shall continue to be entitled
40 to participate in employee health plans for any period during which coverage is not
41 provided by the District under paragraph e. Any employee taking leave pursuant to
42 subdivision a. shall be entitled to participate in employee benefit plans, including
43 life, short-term or long-term disability or accident insurance, pension and retirement
44 plans, and supplemental unemployment benefit plans to the same extent and under
45 the same conditions as apply to an unpaid leave taken for any purpose other than
46 those described in subdivision a. In the absence of these conditions, an employee
47 shall continue to be entitled to participate in these plans, and in the case of health
48 and welfare employee benefit plans, including life, short-term or long-term

1 disability or accident insurance, or other similar plans, the District may, at its
2 discretion, require the employee to pay premiums, at the group rate, during the
3 period of leave, or other accrued time off, or any other paid or unpaid time off
4 negotiated with the District, as a condition of continued coverage during the leave
5 period. However, the nonpayment of premiums by an employee shall not constitute
6 a break in service, for purposes of longevity, seniority under any collective
7 bargaining agreement, or any employee benefit plan.

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

- 14
- 15 g. During a family care and medical leave period, the employee shall retain employee
16 status with the District, and the leave shall not constitute a break in service, for
17 purposes of longevity, seniority under the collective bargaining agreement, or any
18 employee benefit plan. An employee returning from leave shall return with no less
19 seniority than the employee had when the leave commenced, for purposes of layoff,
20 recall, promotion, job assignment, and seniority-related benefits.
- 21
- 22 h. If the employee's need for a leave, pursuant to this section, is foreseeable due to a
23 planned medical treatment or supervision, the employee shall make a reasonable
24 effort to schedule the treatment or supervision to avoid disruption to the operations
25 of the District, subject to the approval of the health care provider of the individual
26 requiring the treatment or supervision.
- 27
- 28 i. The District may require that an employee's request for leave to care for a child,
29 spouse, or a parent who has a serious health condition be supported by a
30 certification issued by the health care provider of the individual requiring care.
31 That certification shall be sufficient if it includes all of the following:
32
- 33 1. The date on which the serious health condition commenced.
 - 34
 - 35 2. The probable duration of the condition.
 - 36
 - 37 3. An estimate of the amount of time that the health care provider
38 believes the employee needs to care for the individual requiring
39 care.
 - 40
 - 41 4. A statement that the serious health condition warrants the
42 participation of a family member to provide care during a period of
43 the treatment or supervision of the individual requiring care.
 - 44
- 45 j. Upon expiration of the time estimate by the health care provider in paragraph i.,
46 the District may require the employee to obtain recertification in accordance with
47 the procedure provided in paragraph i., if additional leave is required.
- 48

B.6(48)

1 k. The District may require that an employee's request for leave because of the
2 employee's own serious health condition be supported by a certification issued by
3 his or her health care provider. That certification shall be sufficient if it includes all
4 of the following:

- 5
- 6 1. The date on which the serious health condition commenced.
- 7 2. The probable duration of the condition.
- 8 3. A statement that, due to the serious health condition, the employee
9 is unable to work at all or is unable to perform any one or more of
10 the essential functions of his or her position.

11
12 The District may require that the employee obtain subsequent recertification
13 regarding the employee's serious health condition on a reasonable basis if
14 additional leave is required.

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

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

27
28 The District shall provide the employee with a copy of the second and third medical
29 opinions, where applicable, without cost, upon the request of the employee.

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

36
37 i. These leave of absence provisions shall be construed as separate and distinct from
38 those of Government Code Section 12945.

39
40 m. Leave provided for pursuant to this section may be taken in one or more periods.
41 The 12-month period during which 12 workweeks of leave may be taken under this
42 section shall run concurrently with the 12-month period under the FMLA, and shall
43 commence the date leave taken under the FMLA commences.
44
45

- 1 n. In any case in which both parents entitled to leave under subdivision a. are
2 employed by the District, the District shall not be required to grant leave in
3 connection with the birth, adoption, or foster care of a child that would allow the
4 parents' family care and medical leave totaling more than the amount specified in
5 subdivision a.
6
- 7 o. Notwithstanding subdivision a., the District may refuse to reinstate an employee
8 returning from leave to the same or a comparable position if all of the following
9 apply:
10
- 11 1. The employee is a salaried employee who is among the highest
12 paid 10 percent of the District's employees.
 - 13 2. The refusal is necessary to prevent substantial and grievous
14 economic injury to the operations of the District.
 - 15
 - 16 3. The District notifies the employee of the intent to refuse
17 reinstatement at the time the employer determines the refusal is
18 necessary under subparagraph o.2.
19

20 In any case in which the leave has already commenced, the District shall give the
21 employee a reasonable opportunity to return to work following the notice
22 prescribed by subparagraph o.3.
23

- 24 p. Leave taken by an employee pursuant to this section shall run concurrently with
25 leave taken pursuant to the federal Family and Medical Leave Act of 1993 (FMLA),
26 except for any leave taken under the FMLA for disability on account of pregnancy,
27 childbirth, or related medical conditions. The aggregate amount of leave taken
28 under this section or the FMLA, or both, except for leave taken for disability on
29 account of pregnancy, childbirth, or related medical conditions, shall not exceed 12
30 workweeks in a 12-month period. An employee is entitled to take, in addition to
31 the leave provided for under this section and the FMLA, the leave provided for in
32 Government Code Section 12945, if the employee is otherwise qualified for that
33 leave.
34

35 Family Care Leave for the Families of Covered Service Members:
36

37 Pursuant to law, the District shall grant family care leave for the employee of a
38 covered service member as follows:
39

- 40 a) Leave due to a qualifying exigency arising out of the fact that the employee's
41 spouse, child or parent is on active duty or call to active duty status in support
42 of a contingency operation as a member of the National Guard or Reserves.
43
 - 44 b) Leave because the employee is a spouse, child, parent or next of kin of a
45 covered service-member with a serious injury or illness.
46
- 47
48

1 A.A. Willie Brown Pre-Retirement Leave

- 2
- 3 1. The District will provide a plan by (Willie Brown Pre-Retirement) which
- 4 employees who are preparing to retire may reduce their workload to half-time at
- 5 grades K-12 and/or to 60% at grades 7-12, pursuant to Education Code Section
- 6 44922. Education Code Section 44922 is incorporated by reference as it exists on
- 7 the date of ratification of this Agreement.
- 8
- 9 a. At grades 7-12, teachers may opt to work 60% (three classes) in the fall, three
- 10 classes in the Spring) or 50% work fall semester only.
- 11
- 12 b. At the 7-8 and 9-12 level, teachers may opt to work three classes in the fall
- 13 semester and two classes in the spring semester in order to qualify.
- 14
- 15 2. The District and Association shall further develop any other regulations necessary
- 16 to implement this plan.
- 17
- 18 3. Employees who elect to enter this program may work half-time (.5 FTE at grades
- 19 K-12 and/or to 60% at grades 7-12). In such case both the District and the
- 20 employee shall continue to make contributions to STRS (State Teachers
- 21 Retirement System) as if the employee was working full-time (1.0 FTE).
- 22
- 23 4. Teachers will receive salary advancement equivalent to one year on the salary
- 24 schedule for every year on Willie Brown.
- 25
- 26 5. An employee may participate in this program up to five (5) years at which time
- 27 he/she must retire.
- 28
- 29 6. Once an employee has entered this program he/she may return to a full-time
- 30 assignment only by mutual agreement with the District.
- 31
- 32 7. An employee shall fulfill his/her half-time assignment by working full-time for one
- 33 (1) semester per year.
- 34
- 35 8. An employee must notify the District of his/her intention to participate in this
- 36 program by July 1 preceding the school year in which he/she wishes to enter the
- 37 program.
- 38
- 39 9. Participation in this program shall be limited to 2% of the total number of members
- 40 of the bargaining unit who are entitled to all leaves of absence benefits described in
- 41 this Article.
- 42
- 43 10. If the District cannot find a credentialed and qualified applicant for the second
- 44 semester for a staff member who works the first semester of a Willie Brown Leave,
- 45 then the certificated employee on the leave will work the second semester or retire.
- 46 (The District and the MTA will agree on a list of positions to which this provision
- 47 applies, including a statement "and teachers in selective academic areas.")
- 48

B.6(51)

1 11. With the mutual consent of the District and the teacher, other Willie Brown
2 arrangements can be approved. (An example of this would be a psychologist who
3 works three days per week at 60% of their salary).
4

5 **B.B. Leave to Participate in Activities at Child's School or Licensed Day Care Facility**
6

7 Under authority of Labor Code Section 230.8, a unit member who is a parent, guardian,
8 or grandparent having custody of one or more children in kindergarten or grades one to
9 twelve, inclusive, or attending a licensed day care facility may take time off up to 40
10 hours each calendar year, not exceeding eight (8) hours in any calendar month of the
11 year, to participate in activities of the school or licensed child day care facility of any of
12 his/her children.
13

14 If both parents of a child are employed by Modesto City Schools at the same work site,
15 the entitlement to planned time off, described above, as to that child applies at any one
16 time only to the parent who first gives notice to his/her supervisor, such that the other
17 parent may take planned time off simultaneously as to that same child under the
18 conditions described above only if he/she obtains the supervisor's approval for the
19 requested time off.
20

21 The unit member shall request the planned time off by giving at least one (1) work day
22 advance notice to his/her supervisor and shall utilize accrued vacation, personal leave
23 (without pay), or accrued compensatory time off for purposes of the planned absence
24 authorized above.
25

26 The unit member taking the planned time off, described above, shall provide
27 documentation from the school or licensed child day care facility as proof that he/she
28 participated in school or licensed child day care facility activities on a specific date and
29 at a particular time. "Documentation," for purposes of this planned leave, means
30 whatever written verification of parental participation in activities the school or
31 licensed child day care facility deems appropriate and reasonable.
32

33 **C.C. Leave for Spouse of Military Service Member**
34

- 35 1. Eligibility: All contracted certificated employees except hourly.
36
37 2. Maximum Time Limit: Ten (10) days.
38
39 3. Compensation: None.
40
41 4. Provisions:
42

43 The District shall grant a request by any eligible employee who meets all
44 requirements of this section, and who is eligible for other benefits, to take up to a
45 total of ten (10) days of unpaid leave while their military spouse is home on leave.
46 A "qualified employee" under this leave is one who:
47
48

B.6(52)

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.

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

1. Eligibility: All certificated employees (except hourly).
2. Maximum Time Limit: Up to the amount of employee's accumulated sick leave.
3. Compensation: Regular salary until expiration of accumulated full-pay sick leave.
4. Provisions:
 - a. A Catastrophic Leave of Absence may be granted an employee for catastrophic conditions that require an employee to be absent to care for the employee's child, parent or spouse.
 - b. Absence for this type of leave shall be charged, at the election of the employee, against accumulated sick leave without loss of pay.
 - c. The District shall require that the employee submit a "Request for Leave of Absence" form (MCS-2a) and a "Physician's Certification of Catastrophic Condition" form. The certification shall be 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 catastrophic condition commenced.
 2. An estimate of the amount of time that the health care provider believes the individual will require care.
 3. A statement that a catastrophic condition warrants the participation of the employee to provide care during a period of treatment or supervision of the individual requiring care.

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- d. Upon expiration of the time estimate by the health care provider on the original certification, the District may require the employee to obtain recertification in accordance with the procedure provided above if additional leave is required.
- e. If an employee fails to submit the leave of absence form, physician's certification or physician's recertification, the employee shall be docked their full daily rate of pay for the number of days absent.
- f. Leave provided for pursuant to this section may be taken in one or more periods but shall not exceed employee's accumulated full-pay sick leave.

ARTICLE VI
CLASS SIZE

1 A. For grades K-6:

2
3 1. For grades K-6 class size maximums as listed below:

4
5 K - 24.94*
6 1 - 24.94*
7 2 - 24.94*
8 3 - 24.94*
9 4 - 34
10 5 - 34
11 6 - 34

12
13 (*Before Class Size Reduction, the class size maximum for kindergarten was 33 and
14 the class size maximum for 1st, 2nd, and 3rd grade was 32.)

15
16 Combination class size maximum shall be the lower of two grade levels. Combination
17 classes shall be staffed by one teacher and one paraprofessional.

18
19 Class size maximums can only be exceeded at grades 4-5-6 if teacher(s) sign a written
20 waiver.

21
22 Class Size Reductions

- 23
24 • The Association and the District agree to implement full day class size reduction in
25 kindergarten and third grade at schools where space is available for the 2000-2001
26 school year.
27
28 • The District retains the discretion to exceed K-3 class size reduction maximums of
29 24.94 when enrollment, facilities, transportation or staffing precludes enrollment of
30 a student residing in the District or otherwise legally entitled to enroll.
31
32 • ~~The District shall continue the K-3 class size reduction ratio at 24.94:1 for the 2011-~~
33 ~~2012, 2012-2013, and 2013-2014 school years.~~
34
35 • ~~K-3 class size reduction classes will not be increased to more than 27 to 1 in any~~
36 ~~single class. Once a class size exceeds 27 and remains at that level for 15~~
37 ~~consecutive school days, a five-hour instructional paraprofessional will be provided.~~
38
39 • Selection of teachers to take the added students shall be on a volunteer basis. If no
40 teacher volunteers, the principal will assign. Unless requested by the teacher, the
41 overload class shall not be assigned to the same teacher for the following year.
42

- 43
44 2. The Association agrees that during the life of this agreement it will neither discourage
45 nor encourage class size waivers by individual teachers.

B.6(55)

- 1 3. The District agrees to make a good faith effort to balance the number of students by the
2 end of the ~~third week~~ first week.
- 3
- 4 4. In grades K-6, no more than two (2) grade levels will compose a single class unless the
5 teacher agrees.
- 6
- 7 5. The District agrees to a reduction in individual assessments, K-6, for the 2010-2011
8 through 2013-14 school years.
- 9

10 B. For grades 7-8:

- 11
- 12 1. At the junior high schools, the District agrees to make a good faith effort to balance
13 class sizes by the end of the third week of the beginning of the fall semester and by the
14 beginning of the third week of the spring semester.
- 15
- 16 2. At the 7-8 level, the following class size maximums are agreed to:
17
 - 18 a. 37 for all academic subjects
 - 19 b. 25 for all Reading Labs
 - 20 c. 57 for Physical Education
- 21
- 22 3. ~~The above paragraph may be waived by individual teachers for specific classes or~~
23 ~~periods of time. The Association agrees that during the life of this agreement it will~~
24 ~~neither discourage nor encourage class size waivers by individual teachers. Class sizes~~
25 ~~shall never exceed the above maximums unless said numbers are waived by an~~
26 ~~individual teacher for specific classes or periods of time. The Association agrees that~~
27 ~~during the life of this agreement it will neither discourage nor encourage class size~~
28 ~~waivers by individual teachers.~~
29
- 30 4. The intent of the District is to maintain class size averages by scheduling some teachers
31 to teach six classes in the fall and four classes in the spring, thus, balancing classes
32 between first and second semesters.
- 33
- 34 5. The District shall make a good faith effort to maintain equitable class sizes during the
35 remainder of the semester.
- 36

37 C. For grades 9-12:

- 38
- 39 1. At the high schools, the District agrees to make a good faith effort to balance class sizes
40 by the end of the third week of the beginning of the fall semester and by the beginning
41 of the third week of the spring semester.
- 42
- 43 2. At the 9-12 level, the following class size maximums are agreed to:
44
 - 45 a. 39 for all academic core classes (Science, Social Studies, English, Math, Foreign
46 Language)
 - 47 b. 60 for Physical Education
 - 48 c. 40 for all other classes

- 1
2 3. ~~The above paragraph may be waived by individual teachers for specific classes or~~
3 ~~periods of time. The Association agrees that during the life of this agreement it will~~
4 ~~neither discourage nor encourage class size waivers by individual teachers. Class sizes~~
5 ~~shall never exceed the above maximums unless said numbers are waived by an~~
6 ~~individual teacher for specific classes or periods of time. The Association agrees that~~
7 ~~during the life of this agreement it will neither discourage nor encourage class size~~
8 ~~waivers by individual teachers.~~
9
10 4. The intent of the District is to maintain class size averages by scheduling some teachers
11 to teach six classes in the fall and four classes in the spring, thus, balancing classes
12 between first and second semesters.
13
14 5. The District shall make a good faith effort to maintain equitable class sizes during the
15 remainder of the semester.
16

17 D. Payment for Exceeding Limits (Overages)

18
19 If the enrollment exceeds the maximum, the teacher shall be compensated for each
20 additional student at a rate of \$25.00 per day. At any time during the school year, the
21 District will have ten (10) instructional days to make adjustments. Overages will be paid to
22 the instructor retroactive to the first day of the overage. The signing of a waiver does not
23 negate the payment for overages.

24
25 D. E. Grade 9 CSR English Classes:

26
27 The District and the Association agree that Grade 9 CSR English classes shall have a
28 maximum class size of 22 students with an overall average class size not to exceed 20 for
29 students who meet the District's placement criterion. This Class Size Reduction Agreement
30 is contingent on the District receiving class size reduction funding for the 9th grade CSR
31 English classes.
32

33 The total number of students enrolled in CSR English classes will be determined as follows:

34
35 1) $x/22=5/6$ 2) $6x=110$ 3) $x=110/6$ 4) $x=18.33$ Ratio – 18.33

36
37 Example:

38
39 $130 \text{ students} \div 18.33 = 7.09 \times 1/6 = 1.20 \text{ FTE}$
40

41 E. F. Language Institute

42
43 Three instructors affiliated with the Language Institute shall be assigned five periods and
44 one optional in the fall semester. Their total student enrollment shall not exceed the
45 maximum number of students which could be assigned to five classes. For example, during
46 the 2014-15 school year, 5 x 39 equals a total beginning student load of 195 students spread
47 over six periods of instruction. If, at the end of the fall semester, student enrollment does
48 not warrant continuance of the three optional periods, they shall be collapsed as needed.

B.6(57)

1 F. G. Contract Full-time Independent Study

2
3 A full-time Independent Study teacher shall carry 30 students per week (6 hours per day,
4 5 days per week).

5
6 F.H. QEIA

7
8 Orville Wright Elementary School will remain under the restrictions of the Quality
9 Education Investment Act (QEIA) Grant during the 2010-2011 school year and beyond.
10 There are three specific mandates that would prohibit the elimination of Class Size
11 Reduction at Orville Wright.

12
13 Class Size

14 The QEIA grant mandates compliance, by the end of the 2010-2011 school year, with all
15 class size reduction requirements in the statute – *Education Code* section 52055.740(a)(1).

16
17 These class size reduction requirements are:

- 18 • Not exceed 20 pupils per class in K-3
- 19 • Reduce class sizes at each grade level in grades 4-12 by 5 students per class,
20 or to an average of 25, whichever is lower
- 21 • Not increase any other class sizes in the school above the size used during
22 the 2005-2006 school year

23
24 Teacher Experience

25 The QEIA Grant further mandates, by the end of the 2010-2011 school year, that an average
26 experience of classroom teachers in the school be equal to or exceed the average for the
27 school district for this type of school – *Education Code* 52055.740(a)(4). Schools must use
28 the Teacher Experience Index (TEI) approved by the State Superintendent of Public
29 Instruction. The TEI for each type of school is posted on the CDE website. School districts
30 recalculate teacher experience average each year at the QEIA schools for comparison with
31 the district TEI target interim and final targets. By 2010-2011, QEIA schools must ensure
32 that their average level of teaching experience meets or exceeds the average level of district
33 teacher experience at either the elementary, middle, or high schools.

34
35 Professional Development

36 One final mandate of the QEIA Grant that must be considered for any discussion of the
37 elimination of CSR is the requirement to provide professional development to at least one-
38 third of teachers and instructional paraprofessionals in the school annually - *Education*
39 *Code* section 52055.740(b)(3). All teachers are required to obtain 120 hours in each three-
40 year period with one-third of the teachers meeting at least 40 hours in every year. This
41 requirement will be monitored by county superintendents.

42
43 School Improvement

44 The intent of the QEIA Grant is to improve student achievement. Professional
45 development, collaboration, increased parent participation, and emphasis on school culture,
46 vision, and mission are all parts of the improvement process. All teachers have been
47 actively involved in the redevelopment of school culture, mission and vision, a collaborative B.6(58)

1 culture, and parent involvement, as well as the professional development. Maintaining
2 consistency of the staff at the site is essential for continued improvement in student
3 achievement so relationships, collaboration, and culture continue to grow.

4
5 Proposal/Contract Language

6 In order to fully comply with the mandates of the QEIA Grant, Orville Wright Elementary
7 School must be exempt from the elimination of Class Size Reduction.

8
9 *Vacant positions at Orville Wright Elementary School shall not be subject to the transfer, shifting*
10 *enrollment, or internal posting requirements of the Collective Bargaining Agreement. All vacant*
11 *positions, regardless of the time of the year, shall be posted internally and externally. The decision*
12 *to hire an individual for an Orville Wright Elementary School position shall be made by the*
13 *interview committee which will be composed of five members – three of whom must be Orville*
14 *Wright Elementary School teachers.*

15
16 Reference: *Education Code 52055.700* Quality Education Investment Act of 2006

ARTICLE VII

STAFFING RATIOS

1 K-6 and 7-8 staffing shall be based on the number of students at the end of the third week of the
2 school year.

3
4 1. K-3: One teacher per 24.94 students as of the end of the first school month.*

5
6 2. 4-6: One teacher per 33.0 students as of the end of the first school month.

7
8 (~~*The District retains the discretion to exceed the K-3 staffing ratios for unique programs,~~
9 ~~including, but not limited to GATE, Fremont Open Plan, etc.)~~

10
11 3. 7-8: One teacher per 29.9 students.

12
13 The 7-8 grade schools shall receive an additional 1.2 staffing positions per school that
14 may be used for other than direct teaching.

15
16 Minimum staffing ratio formula is indicated below for the eighth period assignment
17 (6 teacher or 7 student periods) at the junior high level. Full year enrollment per site
18 for remediation divided by 25 = minimum number of eighth period classes per site for
19 remediation.

20
21 Remedial reading labs staffed at 25:1 ratio.

22
23 4. ~~K-6:8: Instrumental Music Teachers 8.8 (future reductions will be based on attrition)~~ 13.2

24
25 5. K-6: Nurses 4.0-8.8 to be assigned to site according to the following:

26
27 Less than 400 students - .20

28 401-800 students - .40

29 More than 800 students - .60

30
31 6. K-6: Librarians 9.8 (total for District)

32
33 7. 7-8 Librarian: 1 per school

34
35 7-8 Nurses: .80 per site

36
37 8. 9-12: a) Librarian: 1 per school

38
39 b) Nurse: ~~0.2 per school~~ 1.0 per site

40
41 c) Teachers: The teaching staff allocation for grades 9-12 shall be based on
42 a 29.9:1 ratio applied to the adjusted enrollment figure.

1
2 9-12 Counselor Staffing Ratio:

3
4 The staffing ratio for regular High School Counselors shall not exceed 520:1, a District average
5 of 750:1 after applying adjusted enrollment figures.

6
7 ~~College Counselor and Work Experience Coordinator assignments will be based on the~~
8 ~~following ratio after adjusted enrollment figures have been subtracted:~~

9
10 College Counselors: 1.0 FTE per site

11 ~~Below 2000 — .60 FTE*~~

12 ~~2001 — 2499 — .80 FTE*~~

13 ~~2500+ — 1.00 FTE*~~

14
15 Work Experience:

16 ~~Below 2000 — .40 FTE*~~

17 ~~2001 — 2499 — .60 FTE*~~

18 ~~2500+ — .80 FTE*~~

19 ~~Elliott — .40 FTE*~~

20
21 *Reduction of FTE's will be made to correspond with the ratio.

22
23 d) ~~Counselors: — The counselor staff allocation for grades 9-12 shall be~~
24 ~~based on a 750:1 ratio applied to the adjusted enrollment.~~

25
26 e) ~~Adjusted — The adjusted enrollment figure shall be obtained by using~~
27 ~~Enrollment: projected first month enrollment, deducting the average~~
28 ~~loss projected by attrition, adding selected special —~~
29 ~~education class enrollment, and deducting or adding the —~~
30 ~~respective corrections attributable to ROP and Work —~~
31 ~~Experience enrollments.~~

32
33 f) ~~Attrition: The average loss projected by attrition shall be~~
34 ~~computed by multiplying the projected first month~~
35 ~~enrollment by an average of the attrition rates for the~~
36 ~~prior three years. The attrition rates shall be deter-~~
37 ~~mined by subtracting the average enrollment for each~~
38 ~~year from the first month enrollment, then dividing~~
39 ~~the result by the first month enrollment.~~

40
41 7. Work Experience Coordinator: .80 per site

42
43 Career Center Supervision: .20 per site

44
7.8. Continuation School: 1 teacher per 29.9 students.

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1 9-12 Counselor Staffing Ratio:

2
3 The staffing ratio for regular High School Counselors shall not exceed 520:1, a District average
4 of 750:1 after applying adjusted enrollment figures.

5
6 ~~College Counselor and Work Experience Coordinator assignments will be based on the~~
7 ~~following ratio after adjusted enrollment figures have been subtracted:~~

8
9 College Counselors: 1.0 FTE per site

10 Below 2000 .60 FTE*

11 2001-2499 .80 FTE*

12 2500+ 1.00 FTE*

13
14 Work Experience:

15 Below 2000 .40 FTE*

16 2001-2499 .60 FTE*

17 2500+ .80 FTE*

18 Elliott .40 FTE*

19
20 *Reduction of FTE's will be made to correspond with the ratio.

21
22 d) Counselors: The counselor staff allocation for grades 9-12 shall be
23 based on a 750:1 ratio applied to the adjusted enrollment.

24
25 e) Adjusted Enrollment: The adjusted enrollment figure shall be obtained by using
26 projected first month enrollment, deducting the average
27 loss projected by attrition, adding selected special
28 education class enrollment, and deducting or adding the
29 respective corrections attributable to ROP and Work
30 Experience enrollments.

31
32 f) Attrition: The average loss projected by attrition shall be
33 computed by multiplying the projected first month
34 enrollment by an average of the attrition rates for the
35 prior three years. The attrition rates shall be deter-
36 mined by subtracting the average enrollment for each
37 year from the first month enrollment, then dividing
38 the result by the first month enrollment.

39
40 7. Work Experience Coordinator: .80 per site

41
42 Career Center Supervision: .20 per site

43
44 7.8. Continuation School: 1 teacher per 29.9 students.

1 8.9. High School: Minimum staffing ratio will be indicated below for
2 eighth period (7th instructional period) at the high
3 school level.
4

5 Full year enrollment x attrition factor
6 divided by 29.9, divided by 6 = FTE
7

8 9-10. Opportunity School: The staffing ratio for Opportunity School shall be 29.5 to 1.
9

10 ~~10-11.~~ Independent Study Teachers: Three full-time Independent Study Teachers shall be
11 hired in the District starting in the 2003-2004 school year. Independent Study Teachers may opt
12 into regular teacher vacancies, in their credentialed areas, for the 2008-2009 school year. The
13 District is not required to advertise or fill said contracted Independent Study positions if they
14 become vacant (LOA 5/15/09).
15

16 ~~11-12.~~ Resource Specialist Caseloads
17

18 Resource Specialist caseloads shall be based on the average for the year and in accordance
19 with Education Code when determining initial staffing allocations. Caseloads will be
20 reviewed each month to determine whether additional resources are needed immediately
21 based on consistent counts over caseload or trends in numbers from month-to-month.
22 Temporary assistance may be provided through sharing of resource time between sites that
23 are over 28 and those that are 20 or under. Assistance to overloaded sites may also be
24 provided by a rover, substitute or other additional time (e.g. paraprofessional allocation), or
25 at 7-12 with optional periods.
26

27 Evaluation of caseloads for determining reassignment of staff will be made at the first
28 trimester for K-6 and the first quarter for 7-12.
29

30 A Resource Specialist who has a caseload of 20 or less may be assigned temporarily to
31 assist at other sites for up to 30 days each year. This provision shall not be deemed a formal
32 reassignment or transfer as provided in Articles XIII and XIV.
33

34 The District will make a good faith effort to balance Resource Specialists' caseloads among
35 teachers at sites and across the District.
36

37 ~~12-13.~~ Supplemental School Counseling Program
38

39 The District agrees to implement the Supplemental School Counseling Program to the
40 extent state funding is available. The District agrees to immediately advertise for 7-12
41 counselors and, pending Board approval of the Supplemental School Counseling Program,
42 hire counselors to implement the program. Said positions will be temporary and subject to
43 continued state funding. Discontinue AB1802 Counseling beginning the 2010-2011 school
44 year.

ARTICLE VIII

EVALUATION PROCEDURES

1 1. The District's adopted employees' evaluation procedures shall be for the purpose of
2 improving instruction and to maintain professional standards. The process is based upon
3 the "Continuum of Teacher Development" which is aligned with the California Standards
4 for the Teaching Profession (CSTP). The evaluation procedure shall evaluate and assess
5 employees' competency as it is reasonably related to 1) engaging and supporting all
6 students in learning; 2) creating and maintaining an effective environment for student
7 learning; 3) understanding and organizing subject matter for student learning; 4) planning
8 instruction and designing learning experiences for all students; 5) assessing student
9 learning; 6) developing as a professional educator.

10
11 2. The evaluation and assessment of non-instructional employees' competency shall
12 reasonably relate to the fulfillment of their job responsibilities.

13
14 3. The evaluation and assessment of employee competence shall not include the use of
15 publishers' norms established by standardized tests including STAR Test scores. Further,
16 mastery tests, benchmark tests, interim assessments, common finals or other District tests
17 shall not be used as a means of evaluation unless agreed to by the Association and
18 individual teacher in writing. The comparison of student test scores of the evaluatee with
19 test scores from other classes may not be part of the evaluation process. Test score results
20 or grade distributions shall not be included in the narrative of the evaluation.

21
22 4. The progress of pupils toward the established standards of expected pupil achievement
23 shall be included in the final evaluation, Form I, for instructional certificated employees.

24
25 Each first and second year temporary and probationary employee (instructional) shall
26 be responsible for a maximum of four (4) standards of student achievement (and related
27 means of assessment and evidence to be provided) which are representative of major
28 components of his/her instructional program.

29
30 Permanent employees whose last evaluation was satisfactory shall be responsible for
31 two (2) standards of student achievement.

32
33 5. Assessment of fulfillment of job responsibilities for non-instructional certificated
34 employees shall be included in the final evaluation, Form 1, for non-instructional
35 certificated employees.

36
37 Each employee (non-instructional) shall be responsible for a maximum of four (4) job
38 responsibilities (and related means of assessment and evidence to be provided) which are
39 representative of major components of his/her job description.

1 Permanent employees (non-instructional) whose last evaluation was satisfactory shall be
2 responsible for two (2) job responsibilities.

3
4 6. School Psychologists: The initial consultation and final conference relating to evaluation
5 shall be with the same single supervisor. The supervisor appointed as the evaluator may
6 seek input from the supervisors where the psychologist is assigned.

7
8 7. The certificated employee being evaluated and the supervising administrator shall meet no
9 later than October 31st for the initial consultation conference to discuss and/or review:

- 10
11 a. The administrator's expectation regarding the employee's duties and
12 responsibilities.
13 b. The evaluation forms and procedures.
14 c. The tentative schedule (dates and times) of observations.
15 d. The establishment of student achievement objectives based on the content
16 standards.
17 e. Any mitigating factors that may affect the certificated employee to meet the student
18 achievement objectives.

19
20 8. Performance of non-instructional duties and responsibilities involving supervisory and
21 advisory duties shall be included in the final evaluation, Form 1, for instructional and non-
22 instructional certificated employees.

23
24 9. Final evaluation comments must relate to administrative observations and/or written
25 communications to individual employees during the observation period.

26
27 10. Upon written request by the employee, any information of a derogatory nature which is four
28 (4) or more years old shall be removed and placed in a separate file. Each separate file
29 shall remain confidential except as to direction from a court or administrative agency.

30
31 11. Desk memos pertaining to a bargaining unit employee may not be forwarded to other
32 administrators or staff. This provision also applies to e-mail communications. Desk
33 memos must be destroyed after two calendar years.

34
35 12. The evaluation process shall not be used as a means of harassment of any employee.

36
37 13. The end of the year evaluation form will clearly state if the overall evaluation is satisfactory
38 or unsatisfactory.

39
40 14. All standards of student achievement shall be specific and will be single subject in nature.

41
42 15. Permanent teachers who receive a "satisfactory" evaluation shall be evaluated once every
43 three years regardless of assignment, transfer, etc.

44
45 16. Permanent teacher observations may begin after the first two weeks of school.

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- 1 17. Unless there are teacher absentee problems, or repeated conflicts in scheduling conferences,
2 an observation shall be completed before another observation is started.
3
- 4 18. All "unsatisfactory" final evaluations must be based on more than two observations by at
5 least two different site administrators or by a third party District observer selected by the
6 Human Resources Department.
7
- 8 19. Permanent teachers receiving an unsatisfactory evaluation must participate in the PAR
9 Program. Once the permanent teacher receives a satisfactory evaluation, he/she will be
10 exited from PAR and will not be evaluated the following year.
11
- 12 20. All observations shall clearly state whether the observation is satisfactory or unsatisfactory.
13
- 14 21. Completed evaluation forms for all personnel subject to evaluation during that year shall be
15 transmitted by the evaluator to the evaluatee not later than thirty (30) days prior to the last
16 day of that evaluation year. The evaluator and evaluatee shall discuss the completed
17 evaluation forms prior to the last school day of the evaluation year.
18
- 19 22. The parties agree that the officially adopted evaluation procedures of this agreement shall
20 comply with the above requirements. The forms are included as Exhibits "I" through "R."
21

22 PROCEDURES FOR PLAN OF IMPROVEMENT

- 24 1. If after two unsatisfactory observations the teacher has not remediated his/her deficiencies,
25 he/she shall be noted as "in need of special assistance" and placed on a plan of
26 improvement.
27
- 28 2. The plan of improvement shall be for at least 8 weeks and may be extended at the
29 discretion of the District.
30
- 31 3. The plan of improvement shall include:
32
 - 33 a. A statement of the problem and existing conditions in relationship to the CSTP.
 - 34 b. Specific objectives for the teacher in relationship to the CSTP.
 - 35 c. Methods and resources which the teacher may use to remedy the problem and meet
36 the CSTP.
 - 37 d. Specific guidance and assistance that will be offered to the teacher.
 - 38 e. Employee's input and plan to improve his/her performance.
39

40 PAR REFERRAL

- 42 1. If after the end of the improvement plan period the teacher has not remediated his/her
43 deficiencies, he/she shall receive an overall "unsatisfactory" on the formal evaluation
44 (Form I) and be referred to PAR.
45

1 ALTERNATIVE EVALUATION PROCEDURE FOR INSTRUCTIONAL
2 EMPLOYEES: CLASSROOM OBSERVATION SHORT FORM NARRATIVE

- 3
4 1. This procedure will be used for evaluation of permanent employees whose most recent
5 evaluation had an overall rating of "satisfactory."
6
7 2. The regular evaluation procedures listed above will be used, except for the following:
8
9 a. The Classroom Observation Short Form Narrative will be used in place of Form A.
10 b. Satisfactory post observation conference may be waived by mutual consent.
11 c. An unsatisfactory observation will dictate a post observation conference.
12 d. If the overall evaluation is satisfactory, the year end evaluation conference may be
13 waived by mutual consent.
14 e. If the overall evaluation is unsatisfactory, a year end evaluation conference will be
15 held.
16 f. If the first two observations are both rated overall "satisfactory," there shall be no
17 further observations.
18
19 3. If a permanent teacher is evaluated unsatisfactory in the Alternative Evaluation Procedure,
20 he/she will be evaluated using the regular evaluation process the following year.
21
22 4. Permanent teachers receiving an unsatisfactory evaluation must participate in the PAR
23 Program. Once the permanent teacher receives a satisfactory evaluation, he/she will be
24 exited from PAR and will not be evaluated the following year.
25
26 5. If the permanent teacher and the principal agree, a permanent teacher rated satisfactory on
27 the Alternative Evaluation Procedure may return to the regular evaluation procedure.
28
29 6. The Association and the District agree to the following evaluation changes and clarifying
30 language:
31
32 a. All standards of student achievement shall be specific and will be single subject in
33 nature (i.e. 75% of all students enrolled as of November 1, shall be able to add
34 common fractions with 80% accuracy).
35 b. Permanent teachers who receive a "satisfactory" evaluation shall be evaluated once
36 every three years regardless of assignment, transfer, etc.
37 c. Permanent teacher observations may begin after the first two weeks of school.
38 d. Unless there are teacher absentee problems, or repeated conflicts in scheduling
39 conferences, an observation shall be completed before another observation is
40 started.
41 e. All "unsatisfactory" evaluations must be based on more than two observations.

ARTICLE IX

SALARY

1 Beginning July 1, 2014, all certificated salary schedules, except Child Development,
2 Headstart, and Child Development Specialists salary schedules, shall be increased by 4.5%.

3
4 ~~Beginning July 1, 2010, and ending June 30, 2014, the Certificated Salary Schedules will be~~
5 ~~reduced by 1.145% on all 2009-10 Certificated Salary Schedules, except Child Development,~~
6 ~~Head Start and Child Development Specialist Salary Schedules.~~

7
8 ~~Continue 1% reduction from the 2008-09 Certificated Salary Schedules, except Child~~
9 ~~Development, Head Start and Child Development Specialist Salary Schedules through June~~
10 ~~30, 2014.~~

11
12 Starting with the 2014-15 school year, the total number of assigned annual days of work for
13 full-time employees is 187, consisting of 180 teaching days, three (3) teacher workdays and
14 four (4) staff development days (excluding CDP teachers). Future calendars will be developed
15 mutually by the District and MTA.

16
17 ~~Beginning July 1, 2010-2014, and ending June 30, 2014, stipends will be reduced restored~~
18 ~~20% 38% from the 2009-10 Salary Schedule, except for Academic Decathlon and Mock Trial.~~
19 ~~A salary schedule reflecting all salary increases will be provided to the Association prior to~~
20 ~~contract ratification.~~

21
22 ~~Continue 20% stipend reductions from the 2008-09 Salary Schedule, through June 30, 2014.~~

23
24 ~~Online Learning Program Teachers will be paid from the Hourly Direct Instructional Programs~~
25 ~~Salary Schedule.~~

26
27 ~~Effective July 1, 2009, and each year thereafter until negotiated otherwise, the following~~
28 ~~2008-09 school-year salary schedules shall be reduced by 1%:~~

- 29
30 ~~_____ Schedule A~~
31 ~~_____ School Psychologists' Schedule~~
32 ~~_____ Language, Speech, and Hearing Specialists' Schedule~~
33 ~~_____ Small Group Instructors' Schedule~~
34 ~~_____ Independent Study Full-Time Contracted Schedule~~
35 ~~_____ Child Development Programs (excluding Head Start)~~
36 ~~_____ Intern Salary Schedules~~
37 ~~_____ Substitute Salary Schedules~~
38 ~~_____ Advanee Path~~

1 ~~Effective July 1, 2009, and each year thereafter until negotiated otherwise, three day salary~~
2 ~~reduction for all certificated employees from the following 2008-09 school year salary~~
3 ~~schedules in return for the elimination of two staff development days, and three two-hour staff~~
4 ~~development meetings (excluding Child Development Programs and Head Start):~~

5
6 Schedule A
7 School Psychologists' Schedule
8 Language, Speech, and Hearing Specialists' Schedule
9 Small Group Instructors' Schedule
10 Independent Study Full Time Contracted Schedule
11 Intern Salary Schedules
12 Advance Path
13

14 ~~Effective July 1, 2009, and each year thereafter until negotiated otherwise, all 2008-09 school~~
15 ~~year hourly salary schedules and all 2008-09 school year stipend positions, including optional~~
16 ~~periods, shall be reduced by 20%.~~

17
18 A. Effective July 1, 2014, all duties outside the regular K-12 workday will be compensated at the
19 hourly rate based on Step 3, Column 3 of the Teachers' Salary Schedule (A2). Effective July
20 1, 2014, optional period assignments shall be compensated at a rate of 20% of Step 3, Column
21 3 of the Teachers' Salary Schedule (Schedule A).

22
23 B. Eighth period compensation shall increase the same percent as the rest of the salary schedule.
24 Eighth period assignments shall be filled on a voluntary basis, with first priority to existing
25 employees.

26
27 ~~For the 2013-14 school year only, certificated full-time employees, under the following salary~~
28 ~~schedules, will receive two (2) full day staff development days prior to the school year and one~~
29 ~~(1) full day staff development day during the school year (excluding Child Development~~
30 ~~Programs and Head Start):~~

31
32 Schedule A
33 School Psychologists' Schedule
34 Language, Speech, and Hearing Specialists' Schedule
35 Small Group Instructors' Schedule
36 Independent Study Full Time Contracted Schedule
37 Intern Salary Schedules
38 Advance Path
39

40 ~~For the 2013-14 school year only, certificated full-time employees (except Child Development~~
41 ~~Programs and Head Start) will receive five (5) accelerated instructional furlough days~~
42 ~~reinstatement thus making the assigned work days 184, consisting of 180 teaching days, one~~
43 ~~(1) workday, and three (3) staff development days.~~

1 If 2013-14 or subsequent two (2) years of unassigned Unrestricted Ending Fund Balance is not
2 positive the Association will negotiate to attempt to achieve fiscal solvency.

3
4 If the District does not receive the Federal Stimulus Special Education money, an additional
5 1% will be reduced from the following 2008-09 school year salary schedules for the 2009-10
6 school year. If the proposed stimulus amount is less than anticipated, the reduction amount
7 will be prorated. Said 1% shall be restored to the following salary schedules in 2010-11:

- 8
9 ~~———— Schedule A~~
10 ~~———— School Psychologists' Schedule~~
11 ~~———— Language, Speech, and Hearing Specialists' Schedule~~
12 ~~———— Small Group Instructors' Schedule~~
13 ~~———— Independent Study Full-Time Contracted Schedule~~
14 ~~———— Child Development Programs (excluding Head Start)~~
15 ~~———— Intern Salary Schedules~~
16 ~~———— Substitute Salary Schedules~~

17
18 The District shall implement an Early Retirement Incentive Program totaling \$30,000 for each
19 eligible individual who retires from the District by June 30, 2009 2014 (Exhibit "S"). The
20 District agrees to pay contracted Independent Study teachers who retire prior to June 30, 2009
21 2014, the \$30,000 retirement incentive (Exhibit "T").

22
23 ~~Effective July 1, 2008, all salary schedules (except Head Start) will have a 1.0% salary~~
24 ~~reduction.~~

25
26 ~~If the 2008-09 adopted state budget does not include cuts to revenue limit funding, and if there~~
27 ~~is a funded COLA of 0% or better, the deducted 1% will be restored to the salary schedule.~~

28
29 ~~Effective July 1, 2007, all salary schedules (except Head Start) will have a 3.5% salary~~
30 ~~increase, excluding the \$1,800 District contribution to health benefits.~~

31
32 ~~Commencing the 2007-08 school year, and each succeeding school year thereafter, the District~~
33 ~~and MTA, for the purpose of negotiations, shall calculate the District's actual funded revenue~~
34 ~~limit COLA percentage based on the funded state revenue limit COLA applied to the~~
35 ~~District's funded ADA.~~

36
37 ~~For the 2007-08 school year, this percentage will be reduced by the amount necessary to~~
38 ~~replenish the District's health and welfare risk reserve fund.~~

39
40 ~~C. Eighth period compensation shall be as set on Schedule A (Elementary and High School~~
41 ~~Teachers' Salary Schedule) each year, plus the District's share of STRS.~~

42
43 ~~Optional periods are to be implemented for grades 7-8 in 1999-00; therefore, all provisions for~~
44 ~~grades 9-12 shall be in effect.~~

1 D. Longer Day/Longer Year Incentives

- 2
- 3 1. ~~The MTA agrees that in the event the MTA causes the District to lose longer day money~~
4 ~~through not providing 180 days of instruction to students, the salary schedule may be~~
5 ~~reduced. The amount the salary schedule is reduced shall be proportionate to the amount~~
6 ~~of revenue actually lost, but in no event more than 1.7%.~~
- 7
- 8 2. ~~In the event MTA causes the District to lose longer day money through not instructing the~~
9 ~~minimum time necessary, then teacher salary schedules may be reduced. The amount~~
10 ~~reduced must be proportionate to the amount actually lost but in no event reduced more~~
11 ~~than 1.9%.~~
- 12
- 13 3. ~~Since 1-3 and 4-6 student schedules shall overlap, K-6 teachers shall be available to~~
14 ~~provide supervision of students before and after school necessary to implement the longer~~
15 ~~day plan. The District shall make an effort to minimize additional supervision~~
16 ~~requirements.~~

17

18 E. Staff Development

19

20 ~~In the event state funding is reduced or eliminated for the non-student attendance staff~~
21 ~~development program, the corresponding percentage increase added to Salary Schedule A~~
22 ~~(1.54%) in 1999-2000 will be deducted from the aforementioned schedule, in an amount~~
23 ~~commensurate with the reduction or elimination of the program, and the work year shall be~~
24 ~~reduced proportionately (i.e. if the 1.54% is reduced, the three days shall be dropped from the~~
25 ~~work year).~~

26

27 F. C. For employees initially employed after July 1, 1984, thirty (30) days or more of service
28 under contract in a year may be added together to form a year of service for salary schedule
29 placement. Effective July 1, 1984, no new half (1/2) step placements shall occur.

30

31 G. D. Child Development Program teachers employed as K-12 teachers: Where the employee has
32 at least a BA Degree, each two years of Child Development Program teaching shall count for
33 one year salary step placement, up to a maximum of five (5) years in placement on the K-12
34 teachers' salary schedule.

35

36 H. E. Longevity

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. The
42 phrase "his/her twenty-first (21st) year of credited service" means the actual teaching service
43 of the individual, not school years starting only with September. Example: a bargaining unit
44 member who started teaching service on January 1, 1966, who taught continuously, would be
45 eligible for this longevity on January 1, 1986 since that employee would be beginning his/her

B.6(71)

1 twenty-first year of service. The longevity shall increase the same amount as the rest of the
2 salary schedule.

3
4 Contracted Independent Study Teachers shall receive at the completion of the 9th year a
5 longevity step of \$1,312.50 (87.5%). Teachers will be credited with up to seven years of
6 service for longevity step eligibility.

7
8 I. F.Travel

9
10 Employees, other than psychologists, who on a regular and continuing basis are required by
11 the District to travel between work sites and who use their own vehicles, shall be reimbursed
12 at the rate of the maximum allowable federal mileage reimbursement rate without attribution
13 to income. In respect to the psychologists, the District shall continue the past practice.

14 Mileage shall be an annual amount based upon an average computed for two (2) months based
15 on the actual mileage of the group of psychologists. This average shall be paid on the basis of
16 the work year and shall be at the rate of the maximum allowable federal mileage
17 reimbursement rate without attribution to income. Payment shall be in two (2) installments to
18 individual psychologists.

19
20 J. G.Independent Study contracts and salary shall be based on the current Hourly Direct
21 Instructional Schedule, 6 hours per day, times 180 instructional days, plus \$500 to cover
22 preparation and/or other meetings pertinent to Independent Study.

23
24 ~~K.H.~~ Hourly Independent Study teachers hired to contracted Independent Study positions shall be
25 given probationary status consistent with other general fund programs and shall be given credit
26 for units and years of service already earned in the Independent Study Program.

27
28 The intent is that this provision will not increase the District's cost to operate the program.
29 If the District's costs are increased through this provision, adjustments will be made in the
30 2004-05 financial settlement.

31
32 J. I.Salaries paid to librarians and agriculture teachers for summer service rendered after June
33 30 shall be based on the salary schedule for the ensuing school year.

34
35 ~~K.~~ J.Placement on the salary schedule for employees is based upon educational training and
36 prior teaching experience in accordance with the following:

37
38 L. K.For Employees New to the District

39
40 Teacher experience is granted on the basis of one (1) step for each year of verified prior
41 certificated teaching experience. Actual initial placement is not to exceed a total of eight (8)
42 steps with the exception of Range I where the maximum number of steps is six (6), except as
43 approved by the Board. A year of experience shall represent no less than seventy-five percent
44 (75%) of the days of required service for one given year. EXPERIENCE SHALL BE
45 WITHIN THE LAST TEN (10) YEARS.

1 (If a teaching credential could have been obtained prior to the date the credential was
2 actually granted, the date the credential could have been obtained shall be used to
3 determine teaching experience placement on the salary schedule. The burden of proof
4 shall be on the employee to establish that the academic requirements were met to obtain a
5 teaching credential.)
6

7 Maximum placement for provisional credentialed personnel is Step 6, except as approved by
8 the Board.
9

10 Upon application, prior experience related closely to the local teaching assignment, when fully
11 verified, shall be credited on the basis of one (1) step for each two (2) years within the past ten
12 (10) years. Experience credit cannot exceed three (3) steps. The B.A. Degree or equivalent,
13 or a regular credential shall have been earned before the related work experience.
14

15 M. L. Units
16

- 17 1. Credit is granted toward salary advancement for units earned after receiving the
18 Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree,
19 as shown on an official transcript from a college or university only if they are:
 - 20 a) Earned at accredited colleges or universities with at least a "C" grade equivalent
21 or earned at non-accredited colleges or universities with at least a "C" grade or
22 equivalent and are accepted for credit on the official transcripts of accredited
23 colleges or universities or CTC Induction of Intern Programs.
 - 24 b) Clearly and substantially supportive of the employee's assignment or the
25 employee's District approved goal.
26
- 27 2. With prior District approval, credit may be granted toward salary schedule advancement
28 for lower division units and upper division or graduate units not covered under part (a),
29 earned with at least a "C" grade or equivalent after the date of receiving the Bachelor's
30 Degree as shown on an official transcript from a college or university.
31
- 32 3. No credit is granted for units earned during the regular school year in excess of nine (9)
33 semester units or twelve (12) quarter units. Requests to exceed this requirement may be
34 submitted to the Associate Superintendent, Human Resources.
35
- 36 4. A school nurse will receive two (2) units of credit toward salary schedule placement for
37 completion of each thirty (30) hours of continuing education of the type that is utilized to
38 keep a current California Nursing License. This shall apply to hours earned after
39 September 1, 1985.
40

41 5. Filing of Units
42

43 Official transcripts received in the Human Resources Office no later than October 1 shall count
44 toward reclassification beginning January 1 of the current school year. Official transcripts
45 received in the Human Resources Office after October 1 but no later than April 1 shall count

B.6(73)

1 toward reclassification for the following school year. All step (years of service) changes will
2 occur at the beginning of the school year. The regular school year is the first work day through
3 the last day of school. Transcripts shall not be returned to the employee and become the
4 property of Modesto City Schools as part of the employee's personnel file.

5
6 6. Annual Increment

7
8 Seventy-five percent (75%) of the annual required days of service shall be served to
9 qualify for the annual increment.

10
11 N. M. Chairperson For Nursing

12
13 Two days per week shall be allotted for department chairperson activities. The Nursing
14 Chairperson shall receive the stipend provided to other department chairpersons.

15
16 O. N. Staff Development

17
18 District sponsored staff development activities occur out of several departments in Modesto
19 City Schools. This includes K-6 and 7-12 Curriculum and Staff Development, State and
20 Federal Programs, BTSA, Elementary Education and Administrative and Pupil Services.
21 Many workshops or in-services are prepared and presented by teachers outside their regular
22 job description. There is a need for some consistent guidelines for compensation for teachers
23 working outside their regular job description, at the District level, in the capacity of presenter
24 and/or in the development of information for the presentation.

25
26 Listed below are three of the most common situations and how teachers will be
27 compensated:

- 28
29 1. The teacher presenter prepares a new presentation.

30
31 The presenter is compensated one hour of presentation development time ~~at the~~
32 ~~curriculum development rate for each hour of the presentation--~~ for each hour of
33 presentation time. Compensation shall be based on Step 3, Column 3 of Teachers'
34 Hourly Rate Salary Schedule (A2). (Example: 3 hours of preparation for a 3 hour
35 presentation.)

- 36
37 2. The teacher presenter prepares to present a previously prepared presentation.
38 (Example: Teacher is handed the binder for Class Size Reduction In-service and
39 must prepare to present the material.)

40
41 The presenter is compensated for one hour of presentation development for each two
42 (2) hours of presentation. at the curriculum development rate for each two hours of
43 presentation. (Example: 2 hours to prepare to present a 4 hour presentation.)

- 44
45 3. The teacher presenter prepared to present the same presentation several times.
46 The presenter is compensated according to #1 or #2 above, for the first presentation.

B.6(74)

1 O. School Site Internal Replacement for Absent Classroom Teacher

2
3 1. The District will make a concerted effort to avoid having a regular classroom teacher
4 serve as a replacement for an absent middle or high school teacher, or divide up
5 elementary students into other classrooms for an absent K-6 teacher.

6
7 2. After the District has determined that there is no other alternative in covering the
8 classroom for an absent teacher, the site administrator will then use the replacement
9 volunteer teacher list, rotating through the list in an attempt to avoid asking teachers to
10 volunteer more than one time a semester.

11
12 3. Teachers may volunteer to replace an absent teacher during their preparation time, or
13 volunteer to have students from an absent teacher's classroom placed in their classroom
14 and shall each be compensated using the following formula:

15
16 Hourly rate based on Step 3, Column 3 x P

17 N

18 [P=the number of periods covered by the teacher(s)]

19 [N=the number of teachers dividing the students]

20
21 4. In the event an elementary school classroom teacher loses his/her preparation time due to
22 the absence of the preparation teacher, the preparation time must be rescheduled within one
23 (1) week or the classroom teacher will be compensated at the hourly rate based on Step 3,
24 Column 3, of the Teachers' Hourly Rate Salary Schedule (A2).

25
26 5. The areas of assignment and the number of times a classroom teacher may volunteer as a
27 replacement for an absent teacher will be at the discretion of the site administrator and
28 mutually agreed to by the replacement teacher.

29
30 P. Department/Instructional Team Chairperson 7-12: Beginning with the 2012-13 school
31 year, 7-12 Department/Instructional Team Chairperson positions will be established at each
32 7-12 school site. Compensation will be based on a percentage of the Stipend Base Rate
33 and the number of staff members in the department/team.

34
35 Department/Instructional Team Chairperson, 7-12

36
37 1. The site administrator will annually notify in writing team/department members of
38 his/her intention to fill Department/Instructional Team Chairperson positions and ask
39 team/department members to submit their recommendations for
40 Department/Instructional Team Chairpersons.

41
42 2. The team/department members' recommendations shall be submitted in writing to the
43 administrator within ten (10) days of the site administrator's notice of his/her intention to fill
44 Department/Instructional Team Chairpersons.

45 3. Department/Instructional Team Chairpersons shall be selected by the site

B.6(75)

1 administrator after soliciting input from each team/department member. A copy of
 2 each team/department members' confidential written preference for
 3 Department/Instructional Team Chairperson shall be sent to the Association office by
 4 the District. The site administrator shall give good faith consideration to the majority
 5 preference of the team/department.

6
 7 4. The formula for 7-12 Department/Instructional Team Chairpersons shall be as
 8 follows:
 9

10 **Department and Instructional Teams and Chairs**

11 Beginning with the 2012-13 school year, 7-12 Department/Instructional Team Chairperson positions will be
 12 established annually at each 7-12 school site. Each site will form department and instructional teams, which will be
 13 determined by the site administration and Site Leadership Team after receiving input from the faculty. Referring to
 14 the chart below, here is a breakdown of how this will be accomplished:

- 15 • 9-12 Sites will have a maximum of 14 department/instructional teams
- 16 • (All from List A, 3-4 from List B, 5-6 from List C)
- 17 • 7-8 Sites will have a maximum of 8 department/instructional teams
- 18 • (All from List A, 1 from List B, 2 from List C)
- 19 • Each teacher will be on 2 committees (1 from List A or B and 1 from List C)
- 20 • Individual sites will select which programs will be represented
- 21 • Teachers will recommend both Department Chairs and Instructional Leaders to their site principal,
 22 who makes the final decision
- 23 • Teachers will request their top 3 options from List C
- 24 • Teachers are contractually required to attend 2 meetings monthly—1 staff meeting and 1 department
 25 or instructional team meeting

26
 27 **9-12 School Sites (14 Teams per site)**

28	29 LIST A: Departments (All)	30 LIST B: Departments (Pick 3 or 4)	31 LIST C: Instructional (Pick 5 or 6)
32	English Language Arts	Business	Assessment and Evaluation *
33	Math	Fine Arts	Curriculum *
34	Science	Foreign Language	Instruction *
35	Social Science	Industrial Arts	School Culture and Support *
36	Special Education	Media Arts	Vision and Purpose *
37		P.E./Health	AP/IB
38		Performing Arts	AVID
39		Practical Arts	CCSS Curriculum PLC
40		Instructional Support (counselors, nurses, psychologists, resource)	Content Area and Literacy Language Institute
41			Professional Development
42	PLC		
43			School Change PLC
44	*WASC Focus Groups		SLC Team

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7-8 School Sites (7 Teams per site)

<u>LIST A: Departments (All)</u>	<u>LIST B: Departments (Pick 1)</u>	<u>LIST C: Instructional</u>
<u>(Pick 2)</u>		
<u>English Language Arts</u>	<u>Electives</u>	<u>Assessment and Evaluation</u>
	<u>P. E.</u>	
<u>Math</u>		<u>Curriculum</u>
<u>Science</u>		<u>Instruction</u>
<u>Social Science</u>		<u>School Culture and Support</u>
<u>Special Education</u>		<u>Vision and Purpose</u>
		<u>CCSS Curriculum PLC</u>
		<u>Content Area and Literacy</u>
		<u>Professional Development</u>
<u>PLC</u>		
		<u>School Change PLC</u>
		<u>SLC Team</u>

Extra Duty Stipends

7-8 Grades

- Department/Instructional Team Chairperson—2 Teachers
- Department/Instructional Team Chairperson —3 Teachers
- Department/Instructional Team Chairperson —4 Teachers
- Department/Instructional Team Chairperson —5 Teachers
- Department/Instructional Team Chairperson —6 Teachers
- Department/Instructional Team Chairperson —7 Teachers
- Department/Instructional Team Chairperson —8 Teachers

9-12 Grades

- Department/Instructional Team Chairperson —5 or less Teachers
- Department/Instructional Team Chairperson —6 to 10 Teachers
- Department/Instructional Team Chairperson —11 or more Teachers
- Department/Instructional Team Chairperson —Alternative Ed



RETIREMENT INCENTIVE FOR THE 2013-14 SCHOOL YEAR

I, _____, confirm that I meet the terms listed below and that I qualify for
(print name) the Retirement Incentive (please initial next to each statement
below):

_____ I am a permanent certificated employee of Modesto City Schools.

_____ I have been employed with Modesto City Schools for the 2013-14 school year.

_____ I will be at least 55 years of age on or before June 30, 2014.

_____ I have at least 25 years of STRS creditable service or 20 years of Service in Modesto
City Schools as of June 30, 2014.

As an eligible employee, I am selecting the following incentive plan option:

- Incentive Plan No. 1: \$500 per month for 60 months; or
- Incentive Plan No. 2: \$400 per month for 75 months; or
- Incentive Plan No. 3: \$300 per month for 100 months

*An eligible employee that is employed less than full-time during the 2013-14 school year may select one of the above-mentioned incentive plans, but the incentive shall be paid on a prorated basis.

Monthly incentive payments shall begin on or before July 1, 2014, and such payments shall cease upon payment of the balance of the incentive or upon the death of the eligible employee, whichever occurs first.

An eligible employee must continuously receive STRS retirement benefits during the period of the selected incentive plan or the incentive payments shall cease.

Signature

Date

B.6(78)

ARTICLE X
HEALTH AND WELFARE BENEFITS

- 1 A. The District shall re-enroll in the CalPERS health care system in accordance with the
2 timelines prescribed by CalPERS, subject to the recommendation of the Insurance
3 Committee and MCS Board approval. (Any change has to be cost-neutral to the District.)
4
- 5 B. The Association reserves the right to change carriers for vision and dental insurance with
6 mutual agreement with the District.
7
- 8 C. Effective April 1, 1995, employee health and welfare benefits will be administered through
9 the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible
10 Benefits Plan. Employees will have the option of purchasing health and welfare plans
11 (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any
12 remaining contribution into a "qualified benefit" as defined by Internal Revenue Code
13 Section 125. The employee will have the further option of taking any or all of the District's
14 fringe benefit contribution as cash, on which federal and state taxes will be calculated as
15 applicable.
16

17 Commencing January 1, 2007, the District shall contribute \$150 per month, per eligible
18 employee, toward the purchase of a health and welfare package from the District-selected
19 health care provider. In the event the cost of the health and welfare benefit package exceeds
20 the District's contribution, each eligible employee shall be responsible for the additional cost
21 and shall be subject to mandatory monthly deductions to cover the difference between the
22 actual cost of the employee's health and welfare package and the District's contribution.
23

24 Effective July 1, 2014, the District shall contribute an additional \$450.00 per month toward
25 benefits for all eligible bargaining unit members. If an employee has other health coverage,
26 in lieu of District sponsored health coverage or any excess benefit dollars not spent on other
27 insurances, at the option of the employee, the District shall pay an equivalent amount of
28 fringe dollars (the maximum amount described above less premiums paid for single
29 subscriber dental, vision and life) into an approved 403(b) account.
30

31 An eligible employee is a unit member that is regularly assigned to 60% or more of a full-
32 time equivalent assignment. Service in a less than 60% position or substitute assignment
33 shall not be included in the determination for eligibility for health and welfare benefits.
34

35 An eligible Child Development certificated employee is a unit member that is regularly
36 assigned 6 or more hours a day. Service in less than 6 hours shall not be included in the
37 determination for eligibility for health and welfare benefits.
38

39 Each eligible employee shall be required to enroll in the District-selected health and welfare
40 program. However, the District shall permit an eligible employee to opt out of the District's
41 health and welfare program if the eligible employee can provide sufficient proof to the
District of other group health insurance coverage. **Effective January 1, 2011, the District*

1 *re-entered into CalPERS and no longer requires the employee's enrollment in the health and*
2 *welfare program. An eligible employee that is permitted to opt out of the District's health*
3 *and welfare program shall not receive the District's \$150 per month contribution.*
4

5 District employees who are married (or domestic partners) will each be given \$150 per
6 month if they enroll in the District's family plan for health insurance.
7

8 D, Open enrollment periods shall be scheduled for 30 days within the calendar year.
9

10 E Effective January 1, 2005, the following will comprise the medical insurance program,
11 including benefits, individual carriers, broker and rules for administering the program.
12 (LOA 7/30/04)
13

14 1) Beginning January 1, 2006, and thereafter, the insurance broker for the Modesto City
15 Schools' program shall be selected by mutual agreement between the Association and
16 the District.
17

18 2) By mutual agreement, the Association and the District may change plans offered by the
19 individual carriers.
20

21 3) The following are rules for administering the program:
22

23 a. Active employees must retire in a Modesto City Schools' health plan to be eligible
24 for coverage.

25 b. Retired employees who leave MCS' health program may return only during open
26 enrollment.

27 c. Early retirees, retirees >65 without Medicare, and retirees with Medicare, shall be
28 included in the program.

29 d. Early retirees and retirees without Medicare will be charged the same rate as the
30 active employees.

31 e. Retired employees' spouses with coverage at the time of death shall have the right
32 to continue coverage for his/her life at their own expense.
33

34 F. Retired Teachers
35

36 a. The District shall contribute \$48.00 per month toward the insurance premium for
37 each retired employee enrolled in one of the Modesto City Schools' plans prior to
38 July 1, 2006.
39

40 Before extending this benefit to retirees after 2005-06, the District and the Association
41 shall determine the legality and negotiate the conditions and means of resolving the
42 financial issues raised by this contract revision.
43
44
45

- b. The District shall continue current plan for reimbursement of medical premium with retirees and MTA Medical Benefits Trust. This plan may be changed by mutual agreement.
- c. Beginning July 1, 2008, an additional \$50,000 quarterly will be added to the Retiree Medical Benefit Fund.
- d. Beginning July 1, 2014, an additional \$100,000 quarterly will be added to the Retiree Medical Benefit Fund.

G Hourly Employees – Purchase of Health Insurance

Any substitute teacher or hourly employee may purchase health insurance which is covered by the District program provided:

- 1. The person has been on the substitute or hourly list for the last two consecutive years.
- 2. Pre-payment arrangements acceptable to the District Business Office are executed in writing.
- 3. The insurance carriers will make the programs available to this group.
- 4. Bargaining unit members under contract with the District 20% or more may purchase dental insurance subject to prior arrangements satisfactory to the District Business Office.
- 5. All Child Development groups shall receive fringe benefits from the District as stated below:

All Child Development groups (except Head Start)

<u>Employment</u>	<u>Amount</u>
75%-100%	\$2,796.00
50%-74%	\$2,097.00
25%-49%	\$1,048.56

Head Start

<u>Employment</u>	<u>Amount</u>
75%-100%	\$2,878.50
50%-74%	\$2,158.88
25%-49%	\$1,079.44

- H. Independent Study (hourly teachers) may purchase insurance program coverage available to bargaining unit at the group rate provided (a) the carrier of the insurance allows such purchase; (b) the available programs are restricted to those available to members of the

B.6(81)

1 bargaining unit; (c) such purchase doesn't result in any additional premium cost to the District;
2 and (d) the employee prepays for the coverage in a manner mutually agreed to by the District
3 Business Office and MTA.

ARTICLE XI

MISCELLANEOUS-MAINTENANCE OF BENEFITS

1 A- MANAGEMENT RIGHTS

2
3 All matters not specifically enumerated as within the scope of representation under
4 Chapter 10.7, Section 3543.2 of the Government Code are reserved to the District.

5
6 During the term of this Agreement, the District shall consult with the Association at least
7 once a month on matters of mutual interest, to include, but not be limited to, the
8 administration of this Agreement, the definition of educational objectives, the determination
9 of the content of courses and the curriculum, and the selection of textbooks.

10
11 B. ASSOCIATION RIGHTS

12
13 1. The District agrees that all management and supervisory written communications from
14 the Central Office to the administrators, other school personnel management, or all
15 bargaining unit members which might directly affect bargaining unit members shall be
16 simultaneously directed to the Association. This does not include management or
17 supervisory communications to site administrators, other school personnel, or bargaining
18 unit members which have to do with any matters which are personal or otherwise legally
19 confidential.

20
21 2. Facilities: MTA shall have the right to use institutional facilities, equipment and
22 buildings at reasonable times for MTA business, provided that the Board Policy and
23 Administrative Regulation addressing facility use are adhered to.

24
25 B.C. EFFECT OF AGREEMENT

26
27 Any prior or existing policies or regulations or understandings or agreements or practices,
28 whether formal or informal, which are inconsistent with this Agreement are hereby
29 superseded.

30
31 B. D. MAINTENANCE OF BENEFITS AND WAIVER

- 32
33 1. At the option of the District, the following District policies and administrative regulations
34 or portions thereof within the scope of representation may be repealed or deemed not to
35 apply to employees covered by this Agreement as of the effective date of this Agreement:
36
37 a. Transfer of Certificated Personnel - Policy 6495
38
39 b. Leaves of Absence - Policies 6380 through 6394.3
40
41 c. Reassignment - Policy 10169.1 shall be modified.

1 d. Desired Maximum Enrollment Guidelines, Grades 7-8, Policy 10169
2 Desired Maximum Enrollment Practices, Grades 9-12, Policy 1017
3 Board Resolution adopted April 29, 1974, regarding elementary class sizes.
4

5 e. Other Policies and Administrative Regulations superseded by this Agreement.
6

7 2. The District retains the right to make, modify, and enforce reasonable rules and
8 procedures not inconsistent with this Agreement. Provisions of District Policies and
9 Administrative Regulations within the scope of representation but not incorporated in this
10 Agreement may not be changed without consultation with the Association. Such
11 consultation shall take place on not more than two (2) days within ten (10) calendar days
12 from the date the notice of the proposed change is delivered by certified letter to the
13 office of the Association. If consultation does not result in a mutually satisfactory
14 resolution of the matter, the dispute may be submitted by either party to an impartial third
15 party for the purpose of making findings of fact and recommendations, which
16 recommendations shall be advisory only. At the request of either party, the parties shall
17 consult on one (1) additional day, within three (3) days of receipt of the factfinder's
18 report before the policy is changed. To expedite the process, the parties agree to request
19 a panel of five (5) impartial third parties from the State Conciliation Service upon notice
20 of a proposed change to the Association.
21

22 3. If the State Conciliation Service does not provide an impartial third party pursuant to the
23 above procedures, or if the parties cannot secure an impartial third party within a
24 reasonable time, the parties shall act forthwith to secure the services of a qualified neutral
25 from the American Arbitration Association.
26

27 Within three (3) weekdays of the conclusion of the consultation period, excluding any
28 legal holidays, the parties shall meet for the purpose of selecting the impartial third party.
29 Each party shall alternately strike a name from the list. The last remaining name shall be
30 the impartial third party. The first party to strike shall be determined by chance.
31

32 Except for circumstances beyond the control of the parties, the services of the factfinder
33 shall be completed within twenty (20) calendar days after notice of the proposed change
34 to the Association and the District shall have the right to act thereafter. If more than the
35 twenty (20) day period is required as a result of circumstances beyond the control of the
36 parties, the time period shall be extended only to the extent necessitated by such
37 circumstances. Any failure by the Association to act in a timely fashion which makes it
38 impossible to complete the process in twenty (20) days shall constitute a waiver of
39 Association rights under this Article.
40

41 4. All mutually incurred costs shall be borne equally by the Association and the District.
42 Any separately incurred costs shall be borne by the incurring party. Except in
43 emergency, proposals to change District policies or regulations within the scope of
44 representation shall not be submitted to the Association during the spring or winter
45 recess.
46

1 5. This Article may be reopened for negotiation if the scope of representation under the
2 Rodda Act is amended by state statute.

3
4 C. E. MODIFICATIONS OF THIS AGREEMENT

5
6 Negotiations on any item may be reopened only by mutual agreement of the parties, but any
7 agreement, alteration, understanding, variation, waiver or modification of any of the terms or
8 provisions contained herein shall not be binding upon the parties hereto unless made and
9 executed in writing by the Association and the District.

10
11 D. F. DENIAL OF PRECEDENT

12
13 The inclusion or exclusion of any matter is without precedent or prejudice as to any future
14 position by the parties concerning the negotiability or non-negotiability of such matters.

15
16 D. G. NON-DISCRIMINATION

17
18 The parties to this Agreement shall not discriminate against any employee on the basis of
19 race, color, creed, age (over 40), sex (gender), sexual orientation, religion, national origin,
20 political affiliation, marital status, physical or mental disability, medical condition, and
21 membership or participation in lawful activities of any employee organization.

22
23 E. H. CONTRACT PRINTING

24
25 The District shall print this contract within sixty (60) days of ratification by both parties, or
26 within thirty (30) days of final approval of the draft contract by MTA, whichever is later.
27 The District shall provide an adequate number of copies to MTA for distribution by MTA to
28 the bargaining unit. The District and MTA will split the cost of printing the contracts.

29
30 F. I. EL CERTIFICATION

31
32 All K-12 certificated employees who are required by the California Department of
33 Education, the Commission on Teacher Credentialing or the Stanislaus County Office of
34 Education to be EL Certified will be required to obtain EL Certification by June 30, 2011.

35
36 G. J. MAINTENANCE OF CERTIFICATION/CREDENTIALS

37
38 A certificated employee's continued employment with the District is subject to the employee
39 maintaining the credentials and certificates held at the time of employment, or earned during
40 employment. Failure to maintain each such credential/certificate will be treated by the
41 District as a breach of contract and grounds for termination. At time of employment, new
42 hires will be counseled regarding maintenance of credentials.

ARTICLE XII

ORGANIZATION SECURITY AND PAYROLL DEDUCTIONS

1 1. Any employee who is a member of the Association who signs and delivers to the District
2 an assignment authorizing deduction of unified membership dues, initiation fees and
3 general assessments of the Association, or service fee (representation fee), shall have
4 such authorization continue in effect from year to year unless revoked in writing between
5 June 1 and September 1 of a given year. Any such revocation should be effective for the
6 next school year. Pursuant to such authorization, the District shall deduct such dues, fees
7 or assessments (or service fee) from the regular salary check, in ten (10) equal
8 installments each year, for the duration of this Agreement.

9
10 2. The District will provide bargaining unit employees new to the District with a copy of the
11 Collective Bargaining Agreement and the employee will sign a form, a copy of which
12 will be forwarded to the Association within ten (10) days of the employee reporting to
13 work (Exhibit "U").

14
15 3. Any employee who is a member of the Unit, who is not a member of the Association in
16 good standing, or who does not make application for membership within thirty (30) days
17 from the first day of active employment or July 1, 1981, whichever is later (except as
18 provided hereafter in the Optional Procedure), shall pay a service fee to the Association:
19 an amount equivalent to the United Membership dues, initiation fee and general
20 assessments uniformly required to be paid by members of the Association.

21
22 4. In the event an employee fails to comply with this Article, at the request of the
23 Association, the Superintendent or his/her designee shall notify the employee within ten
24 (10) days that he/she is not complying with his/her contractual obligation to the
25 Association and the District. A copy of such notice shall be sent to the Association.

26
27 5. The District shall deduct service fees from the salary or wage order of the employee who
28 is not a member of the Association, or has not complied with the Optional Procedure.

29
30 Any employee may pay service fees directly to the Association in lieu of having such
31 service fees deducted from the salary or wage order.

32
33 In the event that a unit member shall not pay such fee directly to the Association, or
34 authorize payment through payroll deduction, as provided in paragraph 1, the Association
35 shall so inform the District and the District shall immediately begin automatic payroll
36 deduction in the same manner as set forth in paragraph 1 of this Article.

37
38 Any payment to a charity must be made on an annual basis.

39

- 1 6. The parties further agree the obligation of this Article shall be grounded in the individual
2 contract issues after July 1, 1981, for employees, which shall state, "this contract is
3 subject to a collective bargaining agreement heretofore or hereafter negotiated by the
4 District and the exclusive bargaining representative of employees employed by the
5 District. The terms of such collective bargaining agreement are incorporated herein, and
6 by accepting this contract, you agree to be bound by all such terms, including Article XII,
7 Organizational Security and Payroll Deductions, provisions thereof."
8
- 9 7. The District agrees promptly to remit such monies to the Association accompanied by an
10 alphabetical list of employees for whom such deductions have been made.
11
- 12 8. The Association agrees to furnish any information needed by the District to fulfill the
13 provisions of this Article.
14
- 15 9. Upon appropriate written authorization from the employee, the District shall deduct from
16 the salary of any employee and make appropriate remittance for annuities, credit union,
17 and savings bonds. Deductions for any other plans or programs shall be jointly approved
18 by the Association and the District.
19
- 20 10. Dues Check-off--Authorization in effect on date of the signing of this Agreement shall
21 remain in effect, but shall be subject to the conditions set forth in this Article.
22
- 23 11. The Modesto Teachers Association agrees to indemnify and hold the District harmless
24 from any and all claims arising from a bargaining unit member represented by the
25 Modesto Teachers Association concerning the implementation of Article XII provided
26 such implementation is done by the District in good faith and in a non-negligent manner.
27 In such case, the Modesto Teachers Association shall have the exclusive right to defend
28 such suits and to determine which matters shall be compromised, resisted, tried, or
29 appealed.
30
- 31 12. The District agrees to deduct dues or service fees pursuant to the schedule submitted by
32 MTA for employees who execute a form currently in use or any mutually agreed upon
33 form. The MTA is to submit the schedule each year by September 5. The schedule may
34 be amended once each school year with thirty (30) days notice.
35

36 OPTIONAL PROCEDURE

- 37
- 38 13. Exclusive optional procedure effective upon final ratification of the 1990-92 Collective
39 Bargaining Agreement applicable to employees hired to commence service to the District
40 thereafter and to employees employed before that date who were members of the
41 Association or who were paying a service fee to the Association.
42

43 Any employee of this unit who has bona fide religious beliefs which prohibit him/her
44 from joining or financially supporting employee organizations shall not be required to
- join or financially support Modesto Teachers Association CTA/NEA. However, that
J employee shall utilize the following Optional Procedure:

B.6(87)

- 1 a. Submit a notarized statement to the Association with a copy to the employer by the
2 end of the first month (September) of each school year. The statement shall state that
3 the person does not desire to join or contribute to the Modesto Teachers Association
4 because of religious beliefs that prevent him/her from joining or contributing.
5
- 6 b. Make payment equal to unified membership dues to a non-religious, non-labor
7 organization exempted under Section 501(e) (3) of Title 26 of the Internal Revenue
8 Code. The list of designated charitable organizations is: Heart Fund, Cancer Fund,
9 Cystic Fibrosis Foundation or others approved by the Association.
10
- 11 c. Proof of such payment (i.e. payment to one of the charities on the list of designated
12 charities) shall be submitted to the Association with a copy to the District by the end
13 of the first month of each school year (September).
14

15 This procedure is applicable only to employees who have elected to not join in financial support
16 of Modesto Teachers Association CTA/NEA based on personal beliefs and who annually
17 continue to exercise that option.

ARTICLE XIII

TRANSFERS

1 Definition: A transfer is the movement of an employee to a different site or school. The District
2 may transfer staff members within the same district or between districts in accordance with
3 student, school, program and District needs and the guidelines in this Article.
4

5 For the purpose of this Article, District seniority is the first day the employee worked in
6 continuous service in the "combined" district (either the elementary or high school district).
7

8 In addition, any employee who has probationary or permanent status in either the elementary or
9 high school district who transfers between these two districts in the "combined" district shall
10 retain his/her probationary or permanent status and legally defined order of employment.
11

12 Teachers may not be transferred into the Alternative Education Programs without volunteering.
13

14 Assignments at each site shall be determined before any provision of the Transfer Article can be
15 implemented.
16

17 Once assignments have been made and after the start of the school year, teachers in categorically
18 funded programs will not be included in transfer for shifting and declining enrollment.
19

20 ADMINISTRATIVE TRANSFERS EXCLUSIVE OF SHIFTING/DECLINING ENROLLMENT
21

22 An administrative transfer shall only be made if either:
23

24 a) the staff member agrees to the transfer, or
25

26 b) pursuant to the following procedure:
27

28 1) The employee is notified in writing of his/her probable transfer prior to its submission
29 to the Superintendent or his/her designee. The employee shall be advised that he/she
30 has specified time requirements to meet.
31

32 2) If the employee so requests within five (5) working days after written notification, the
33 initiating administrator and employee shall meet within five (5) working days to
34 attempt to resolve existing differences. This meeting shall be held prior to the
35 submission of the recommendation to the Superintendent or his/her designee. The
36 employee shall have the right to be represented at the meeting. If the employee has
37 not given twenty-four (24) hours advance notice to the building administrator, the
38 building administrator may reschedule the meeting if he/she also wishes to have
39 assistance at the meeting.
40

41 3) Upon written request, the employee shall be provided with a written statement of the
42 reasons for the recommended transfer.

- 1 4) Following the meeting with the initiating administrator, the employee may, within
2 five (5) working days, request in writing a meeting with the Superintendent or his/her
3 designee to resolve remaining differences. This meeting shall be held prior to
4 authorizing the transfer. The employee shall have the right to representation at this
5 meeting.
6

7 In administrative transfers, reasonable efforts will be made to find a new assignment that is
8 satisfactory for the employee.
9

10 An employee who has declared in writing that he/she intends to retire at the close of the next
11 school year shall not be transferred except under circumstances that provide no other reasonable
12 alternative. Such written intent to retire may not be withdrawn once accepted by the Board
13 unless agreed to by the District.
14

15 Except for good cause, such as program changes, resignations, retirements or unexpected
16 changes that necessitate transfer, the District shall make a good faith effort to notify employees
17 by June 1 of their involuntary transfer for the subsequent year. If it becomes necessary to initiate
18 a transfer after June 1, the employee shall be notified in keeping with b.1 above. *(Per Letter of*
19 *Agreement of November 2011 – June 1st has been changed to "at least five (5) working days*
20 *before the last day of school." Exhibit "V")*
21

22 The above timelines apply to transfers which shall be effective the following school year. The
23 above timelines shall be shortened if such transfer is to occur during a given academic year.
24

25 ADMINISTRATIVE TRANSFERS NECESSITATED BY SHIFTING/DECLINING
26 ENROLLMENTS
27

- 28 a) The District shall determine whether or not overstaffing exists at each school. The
29 District shall determine the subject area(s) at each school where any such overstaffing
30 exists at grades 7-12.
31
32 b) When a school/department is determined to be overstaffed, no more teachers will be
33 transferred to open vacancies in the District than is necessary to bring the overstaffed
34 school/department into balance.
35
36 c) The District shall notify each certificated employee in the overstaffed school/subject
37 area where any such overstaffing exists at grades 7-12.
38
39 d) Volunteers shall be solicited by the District from the school(s) where any such
40 overstaffing exists at grades K-12.
41
42 e) If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position
43 at another site in the District, the District may deny the request to transfer if the District
44 cannot reschedule the remaining employees such that the overstaffed departments are
45 not reduced at least .5 FTE by the reshuffling.
46

- 1 f) If in grades 7-12, volunteers are not available to transfer to a vacancy at another site, the
2 least senior person by District-wide seniority (the first day the employee worked in
3 continuous service in the District) who is more than .5 FTE in the overstuffed
4 department will be transferred.
5
6 g) An employee shall be notified of probable transfer by the local site administrator in
7 keeping with the procedures described by Administrative Transfers.
8
9 h) Employees involved in involuntary transfers for the following school year, as defined in
10 this section, shall receive notice by May 1, or if after May 1, within a reasonable time
11 after the District has determined that overstaffing exists.
12
13 i) Time shall be arranged for employees involved in involuntary transfers to interview
14 appropriate administrative personnel involved with a known vacancy. Release time
15 will only be offered at the District's discretion.
16
17 j) If, after a transfer has been accomplished, a position for which the transferred employee
18 is qualified subsequently opens in the school from which the employee was transferred,
19 the employee shall be given first priority for reinstatement within eighteen months from
20 the date of transfer if he/she so desires. If the specific assignment previously held
21 reopens in the initial school within eighteen months from the date of transfer, the
22 employee who was transferred shall be transferred back to the initial school upon
23 written request by the closing date for the vacancy.
24
25 k) If volunteers are not available to transfer to a vacancy at another site, the least senior
26 person will be transferred according to the following standard:
27
28 At grades K-6, seniority by District-wide seniority (the first day the employee worked in
29 continuous service in the District).

30 ADMINISTRATIVE TRANSFERS NECESSITATED BY SCHOOL CLOSURE

- 31
32
33 a) If a particular school is closed, those employees who are eligible for continuing
34 employment in the District shall have the same priority for filing vacant positions as
35 employees at the same school or schools at which the students for the closing school are
36 being placed for the coming school year.
37
38 b) Regular employees who are not assigned to the new school, as a result of the actions in
39 paragraph 1, and who are eligible for continuing employment in the District, shall,
40 based upon District seniority, be given first right of refusal for not more than the next
41 three (3) open positions for which he/she is qualified in the District. Employees not
42 placed by August 15 shall be assigned in accordance with the procedures for
43 Administrative Transfers Exclusive of Shifting/Declining Enrollment.
44

1 EMPLOYEE INITIATED TRANSFER

2
3 An employee may request a transfer to a specific posted vacancy within or between elementary
4 and high school districts. An employee requesting a transfer to a specific posted vacancy shall do
5 so in writing (Form: MCS-19) by the closing date.
6

7 There will be no external interview if there are qualified internal applicants.
8

9 SELECTION OF EXISTING EMPLOYEES

10
11 Among employees who are applying for the same position that are determined to be equally best
12 qualified (within five percent (5%) of the total possible points) by the District, the District shall
13 use District-wide seniority as defined below:

- 14 a) District-wide seniority is to be calculated from the first day the employee worked in
15 continuous service for the District in a bargaining unit position.
- 16 b) Employees with the same initial date of service shall have their seniority number
17 determined by lot.
18
- 19 c) The lottery shall be conducted in the presence of at least two (2) Association
20 representatives. Once the lottery is used to determine an employee's seniority, that
21 seniority shall remain in effect for the employee while employed in the District.
22
- 23 d) If an employee works in a non-bargaining unit position within the District, that employee
24 does not accrue seniority for the purposes of this Article while working on such an
25 assignment.
26
- 27 e) An employee on an approved leave of absence, other than to a non-bargaining unit
28 position within the District, shall continue to earn seniority while on such leave.
29
- 30 f) An employee's seniority shall accrue during layoff.
31

32 ~~If an employee's qualifications for a vacancy are substantially equal to an outside applicant's, the~~
33 ~~District shall assign the employee to the position.~~
34

35 The job-related selection criteria shall be established by the District prior to the initiation of the
36 selection process. These criteria shall be reasonably related to the expected performance for the
37 position. Each candidate is to be rated in writing in terms of the selection criteria during the
38 selection process.
39

40 Employees not selected, upon written request, shall receive an explanation of why they were not
41 selected.
42

43 The District may elect to not transfer an existing employee to a position if the District concludes
44 that a suitable replacement could not be found for the applicant's position. If this occurs and the

1 applicant indicates a desire to be transferred in the subsequent school year, the District may not
2 deny the request if the applicant is selected as the best qualified.
3 Between April 1 and July 15 of the school year, a teacher may only accept one advertised
4 position. Only similar positions are limited (i.e. social studies, Beyer, to social studies, Davis).

5
6 NOTICE OF VACANCY

- 7
- 8 a) Within seven (7) calendar days after the requirements of a vacancy have been submitted
9 to the Associate Superintendent, Human Resources, it shall be disseminated and posted.
10
 - 11 b) A short term absence of less than one (1) semester, caused by an employee being
12 granted a leave of absence, does not create a vacancy and is not subject to these posting
13 requirements.
14
 - 15 c) A vacancy shall be defined for the purposes of this Article as a position:
16
 - 17 1) of a semester or more in duration presently unfilled (including reasons of
18 resignation, death, discharge, illness, leave of absence, etc.).
 - 19 2) currently filled but which shall be open in the future.
 - 20 3) currently not in existence but which shall be open in the future.
21
 - 22 d) In the case of leaves of absence or illness of one year or less, the employee shall be
23 reinstated at the expiration of the leave of absence to the position previously occupied,
24 or if that position no longer exists, as similar as possible position at that site. However,
25 even though the employee is returning from the leave of absence, the employee is
26 subject to the other transfer provisions.
27
 - 28 e) Vacancy notices, including school and type, shall be disseminated to the Association
29 and shall be posted at each school and at the Central Office for a period of ten (10)
30 working days. When the vacancy is for the first semester, the posting period after
31 August 1 shall be five (5) days. When the vacancy is for the second semester, the
32 posting period after January 1 shall be five (5) days. The notice shall include the
33 closing date for current employees to make an application. No permanent appointment
34 to an announced vacancy shall be made until after the closing day for accepting
35 applications.
36
- 37 Openings occurring after the start of school would be filled by the District from a pool
38 of available candidates. These positions would be treated as replacement vacancies and
39 would be posted for the next school year at least ten (10) school days before the end of
40 the current year. Teachers hired from the pool may remain in the position in which they
41 were hired if mutually agreed to by the District and the Association.
42
- 43 f) The District will record all vacant certificated positions on the District's "Job Line" and
the District's web page on a weekly basis.

1 TEMPORARY EMPLOYEES – TRANSFER/REASSIGNMENT

2
3 Temporary employees may be reappointed to open positions without reposting the vacancy.
4 Exception to this would be where an administrative transfer was necessitated by shifting and
5 declining enrollments. Such administrative transfers would be made before reappointments
6 would be made.

7
8 TRANSFERS – SPECIAL EDUCATION RESOURCE SPECIALISTS

- 9
10 a) The District shall have the right to transfer Resource Specialists between the elementary
11 and high school districts. The District shall notify the Resource Specialists of their intent
12 to transfer between districts. All Resource Specialist transfers between districts shall
13 become effective only at the beginning of the school year and shall be based on
14 shifting/declining enrollment.
- 15
16 b) The District shall determine whether or not overstaffing exists between the elementary
17 and high school district to the nearest whole FTE.
- 18
19 c) The District shall notify each Special Education Resource Specialist teacher in the
20 overstaffed district of the vacant positions in the non-overstaffed district.
- 21
22 d) Volunteers for the vacant positions shall be solicited by the administration in the district
23 where overstaffing exists.
- 24
25 e) The District may only involuntarily transfer whole FTE's (e.g. 1 FTE, 2 FTE's, etc.). The
26 District may voluntarily transfer fractional FTE's, but under no circumstance shall there
27 be a split assignment between the two districts.
- 28
29 f) If there are no volunteers to transfer to the vacant positions, the Resource Specialist
30 teacher with the least seniority shall be transferred.
- 31
32 g) If more than one Resource Specialist teacher volunteers to transfer to a vacant position,
33 the Resource Specialist teacher with the greatest seniority shall be placed in the vacant
34 position.
- 35
36 h) Resource Specialist teachers involved in involuntary transfers shall be given first priority
37 for reinstatement within 24 months from the date of transfer if a vacancy occurs in the
38 district from which the Resource Specialist teacher was transferred.
- 39
40 i) Employees involved in involuntary transfers shall be notified as soon as the District has
41 determined overstaffing and completed the voluntary process.
- 42

1 TRANSFERS – FREMONT OPEN PLAN

2
3 Vacant positions in the Fremont Open Plan shall not be subject to the transfer, shifting
4 enrollment or internal posting requirements of the Collective Bargaining Agreement. All vacant
5 positions, regardless of the time of the year, shall be posted internally and externally. The
6 decision to hire an individual for a Fremont Open Plan position shall be made by the interview
7 committee which will be composed of five members, three of whom must be Fremont Open Plan
8 teachers.

9
10 PROGRAM IMPROVEMENT SCHOOLS

11
12 ~~Vacant positions at Program Improvement schools should not be subject to the transfer, shifting~~
13 ~~enrollment or internal posting requirements of the Collective Bargaining Agreement. The~~
14 ~~decision to transfer and/or hire a certificated teacher for Program Improvement schools shall be~~
15 ~~made by the District.~~

ARTICLE XIV

REASSIGNMENT

1 Definition: Reassignment is a change in grade level (K-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 K-6, principals may only reassign primary grade teachers to upper grades and
14 upper grade teachers to primary grades for compelling reasons. In the absence of
15 compelling reasons, the consent of the teacher is required.
16
- 17 4. In grades K-6, if staffing needs remain status quo, grade level assignments for the following
18 school year will remain unchanged from current assignments.
19
- 20 A. Changes in grade level assignment may occur if teachers at the same site mutually
21 agree to exchange positions.
22
- 23 B. No teacher will be required to teach a combination class two years in a row unless the
24 teacher agrees to such assignment.
25
- 26 C. If teachers at the affected grade levels cannot decide who will teach a combination
27 class, the administrator shall make the assignment.
28
- 29 D. No teacher, who has taught a combination class, shall be required to teach any
30 combination class, until all other teachers at the affected grade levels have also taught
31 a combination class.
- 32 5. Assignments will be given ~~20~~ 30 calendar days before the end of the school year.
33
- 34 6. A good faith effort shall be made to notify employees of reassignment and to provide an
35 opportunity for employees to meet with the local site administrator. In the event the
36 employee is not available, the employee may designate in writing to the local site
37 administrator and the Human Resource Office a person who may speak on his/her behalf.
38 Such a notification of discussion shall not preclude the implementation of the change or
39 assignment.
- 40 7. Once an employee has been given notice of a reassignment, that reassignment shall not be
41 changed without good cause. When an employee objects to the change in any reassignment,
42 a good faith effort shall be made by the District to find an alternative solution.
43
44

- 1 8. Upon written request, submitted within five (5) working days of notification of the
2 reassignment, the employee shall receive within ten (10) working days a written explanation
3 of efforts made to find alternate solutions when a reassignment is necessary.
4
- 5 9. When reassignment is determined and implemented during an academic year which requires
6 an employee to instruct in a subject outside his/her field of training or experience, the
7 District shall provide financial assistance for an orientation, in-service training or release
8 time. The employee may recommend one or more of the activities. Application for
9 assistance shall be made to the supervising administrator. Type of assistance is subject to
10 the approval of the Superintendent's Cabinet.
11
- 12 10. An employee holding a Standard Teaching Credential shall not be reassigned subjects other
13 than those designated by the credential except when authorized by the Board of Education.
14 An employee holding a General Secondary Credential shall not be required to teach in a
15 field other than his/her major or minor except when such reassignment is authorized by the
16 Board of Education.
17
- 18 11. The principal of a high school or junior high school shall be cognizant of the number of
19 different preparations assigned to the staff members under his/her jurisdiction and where
20 reasonably possible, limit assignments to no more than two (2) departments. This shall not
21 apply to areas of instruction involving mini-courses, alternate ways/methods, or other
22 special type programs.
23
- 24 12. Reassignment of employees who work in more than one school shall be made in a way that
25 minimizes travel time in accordance with program needs and insures duty free lunch periods
26 of at least thirty (30) minutes, and where applicable, preparation periods.
27
- 28 13. Transfer-Reassignment for Psychologist(s): In the changing of the site work location for
29 psychologist(s), the District shall make reasonable efforts to make such changes in site work
30 location(s) mutually agreeable between the District and psychologist(s) being considered for
31 a change in site location(s).
32
33 Further, the District shall consult with the psychologist(s) individually and as a group prior
34 to any change in the current site work location(s).
35
- 36 14. The Association and the District agree that teachers in grades 9-12 may be assigned to teach
37 six classes in the fall semester and four classes in the spring semester to help alleviate class
38 size problems. The following process shall be used for this reassignment. The principal
39 shall first ask for volunteers from qualified teachers in the department. If there are no
40 volunteers, the teacher with the least District-wide seniority may be assigned to six classes
41 in the fall and four classes in the spring.
42
43
44
45
46

1 15. K-6 Vacancies/May 1st—July 15th Occurring After Assignments

2
3 A. Once teacher assignments are determined at individual sites for the upcoming school
4 year, and when a vacancy opens after assignments are given and prior to July 15th,
5 between May 1st through July 15th, teachers at the site may request assignment to the
6 apply for the vacant position.

7
8 B. ~~This process is limited to the first declared vacancy in a given year at a site.~~

9
10 C. ~~This option is open only within primary grades for primary teachers and intermediate~~
11 ~~grades for intermediate teachers, except that a grade 3 teacher may apply for a 4th grade~~
12 ~~vacancy. A grade 4 teacher has rights to an intermediate grade level or grade 3.~~

13
14 D. B. If two or more teachers apply for request the vacancy reassignment, the teacher with
15 the greatest District seniority will be granted the position.

16
17 E. C. Subsequent vacancies, including the vacancy created by the aforementioned process,
18 will be filled through the normal same selection process.

19
20 16. K-6 Vacancies After July 15th

21
22 If a vacancy occurs after July 15th, the principal may assign an existing teacher on site,
23 voluntarily, to the vacant position or hire/appoint a new teacher, to the vacant position. The
24 principal must give due consideration to the assignment sheet request forms before making a
25 placement.

26
27 17. Resource Specialists

28
29 The Resource Specialists' assignments will be determined based upon the following
30 guidelines:

31
32 A. Special Education Directors shall provide an opportunity for staff involvement when
33 planning Resource Specialists' assignments.

34
35 B. Special Education Directors are responsible for the final development of reassignments
36 in a fair and equitable manner. The District shall provide an opportunity for
37 meaningful participation and involvement of Resource Specialists in the fulfillment of
38 this responsibility.

39
40 C. Assignments that remain unchanged from year to year will be filled by the Resource
41 Specialist who had the same assignment the previous year. This includes any portion
42 of an assignment of 50% or more at a given site. Example: If the allocation at a given
43 site falls from 100% to 50%, the teacher has the right to retain their 50% position, but
44 will need to select an additional 50% assignment as spelled out below.

45
46 D. Resource Specialists, that have a change or partial change (see above) in their
47 assignment from one year to the next, will choose the assignment they want from a list
48 of vacant assignments provided by the District. If more than one Resource Specialist

B.6(98)

1 chooses the same assignment, the Resource Specialist with the most District-wide
2 seniority will be placed in the position.

3
4 E. The District may reassign a Resource Specialist from their existing assignment for
5 compelling reasons.

6
7 F. Assignments will be given 20 calendar days before the end of the school year.

8
9 18. School Psychologists' assignments will be determined based upon the following guidelines:

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

12
13 B. Assignments that remain unchanged from year to year will be filled by the psychologist
14 that had the same assignment the previous year.

15
16 C. For psychologists who have a change in their assignment from one year to the next,
17 they will choose the assignment they want from assignments that are not the same as in
18 the previous year, and if more than one psychologist chooses the same assignment, the
19 psychologist with the greatest District seniority will be placed in the position.

20 D. If the District does not think that a psychologist's assignment is appropriate, they may
21 reassign the psychologist to a different position if there are compelling reasons.

22
23 E. Psychologists shall be on flexible schedules. If the psychologists and Directors cannot
24 agree to the particular days to be worked, then the Associate Superintendent, Human
25 Resources/Designee will set the schedule.

26
27 F. High School Psychologists shall be available to work 10 days (5 days prior to the start
28 of the student traditional schedule, and 5 days after the end of the traditional schedule).
29 These days will be based upon need determined by the Special Education Director.

30
31 G. High School Psychologists shall serve the transitions students based upon the home
32 high school of the student.

33
34
35 19. Speech, Language and Hearing Specialist

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

38
39 B. Assignments that remain unchanged from year to year will be filled by the Speech,
40 Language and Hearing Specialist that had the same assignment the previous year.

41
42 C. Speech, Language and Hearing Specialists who have a change in their assignment from
43 one year to the next can choose the assignment they want from assignments that are not
44 the same as in the previous year. If more than one Speech, Language and Hearing
45 Specialist chooses the same assignment, the Speech, Language and Hearing Specialist
46 with the greatest District seniority will be placed in the position.

47
48 B.6(99)

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

3
4 Note: The Speech, Language and Hearing specialists will receive additional
5 compensation for LEA MEDI-CAL billing; this responsibility will be added to their
6 overall job duties.

7
8 20. Coaching positions will be filled using the following process:

- 9
10 A. The Principal shall determine coaching vacancies for the ensuing year.
11
12 B. The Principal may reappoint all certificated District employee coaches to their previous
13 coaching assignments.
14
15 C. The Principal will advertise (i.e. post as vacancies) all vacant positions throughout the
16 District.
17
18 D. If more than one certificated District employee coach applies for a position, the
19 Athletic Director and another coach designated by the Principal, and the
20 Principal/administrative designee will interview the candidates and make a selection
21 by consensus (no scoring or rating sheets).
22
23 E. Certificated District employees shall have first rights of refusal over walk-on coaches.
24
25 F. Active and retired teachers who are hired to coach for Modesto City Schools within ten
26 years of their last Modesto City Schools' coaching assignment shall be given the same
27 years of service credit on the stipend hourly rate schedule that they had as of the last
28 time they coached for Modesto City Schools. No additional credit will be given for
29 experience outside Modesto City Schools.
30
31 G. Retired teacher/coaches who apply for coaching positions are to be considered "non-
32 District" employees and shall not be given priority over active teachers or coaches.

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

- 35
36 A. Only teachers teaching six instructional periods (excluding a P.E. coaching assignment)
37 shall be paid the 8th period stipend.
38
39 B. All 9-12 teacher-coaches (full-time employees) who are assigned five instructional
40 periods (excluding a P.E. coaching assignment) plus a P.E. coaching assignment, shall
41 receive a portion of a sixth period stipend in addition to their coaching stipend for
42 coaching duties during the 8th period.
43

44 22. New Teachers/District Pool

- 45
46 A. New teachers hired into a District "pool" may be placed in particular assignments by
47 the District.
48

1 B. Once new teachers are placed in a specific position, they will not be allowed to apply
2 for other vacancies until the following year. (LOA 6/12/01)

3
4 23. Assignment of Optional Periods

5
6 A. The assignment of optional periods shall be as follows:

- 7
8 1) The principal seeks volunteers within the department in which the assignment is to
9 be made.
10
11 2) Volunteers must be appropriately credentialed and the immediate previous
12 evaluation must be satisfactory.
13
14 3) If there are a greater number of volunteers than available positions, the teachers will
15 have the first opportunity to resolve the assignment among themselves.

16
17 In the event that no resolution can be reached among the interested teachers, the
18 assignment(s) will be decided by a lottery.

- 19
20 4) If there are an insufficient number of volunteers within a department, the principal
21 will seek volunteers in the school at large who are appropriately credentialed and
22 their immediate previous evaluation was satisfactory.
23 If there are a greater number of volunteers than available positions, the
24 assignment(s) shall be resolved as in "3" above.

25
26 An assignment filled by a volunteer from another department shall be counted
27 against the department in which the assignment is being made, not the department
28 in which the volunteer teaches. (For example: a math teacher volunteers to fill a
29 science assignment for which there are no science volunteers. The assignment
30 counts against the science department, not the math department.)

- 31
32 5) If the principal can clearly demonstrate that there are no volunteers to fill the
33 assignment(s), the principal may hire outside the site or the District or reallocate the
34 optional period assignments to another department following the procedures
35 outlined above.

36
37 If the District fills the assignment(s) by hiring additional staff, the unassigned
38 optional period(s) are not to be allocated to other departments.

- 39
40 6) Sites may have no more than three (3) optional periods per department. If, after
41 assignments are made, a department has four (4) optional periods, the District will
42 hire an 80% (.80 FTE) in lieu of the four (4) optional periods in that department.
43
44 7) This process is to be used for the assignment of optional periods based on student
45 ballots and not for optional periods assigned for special purposes (e.g. Ag
46 Supervision, grant funded optionals, special education, Title I, CAHSEE
47 Remediation, etc.).

1 8) If a certificated employee is assigned an optional period and goes on leave or is
2 absent more than 30 days in a semester, the optional period will be assigned to
3 another certificated employee.
4

5 24. Assignments at Overstaffed K-6 Schools:
6

7 ~~For the 2010-11 through 2013-14 school years, assignment of teachers at over-staffed K-6~~
8 ~~schools shall be as follows:~~
9

10 A. ~~For the 2010-11 through 2013-14 school years, assignment of teachers at over-staffed~~
11 ~~K-6 schools will be done by seniority.~~
12

13 B. ~~Principals at over-staffed schools will develop the teacher assignments excluding~~
14 ~~categorically-funded assignments.~~
15

16 C. ~~Teachers at that site, based on District seniority, will select an assignment from the list.~~
17

18 D. ~~At the end of the process, teachers who do not have an assignment at over-staffed~~
19 ~~schools will be subject to a transfer following the contract Transfer language.~~
20

21 E. ~~K-6 schools that are at or under-staffed will follow the regular contract reassignment~~
22 ~~procedures outlined in the Collective Bargaining Teachers in categorically-funded~~
23 ~~positions at schools that are overstaffed will be transferred if their District seniority~~
24 ~~places them among the number of overstaffed teachers.~~
25

26 F. The provisions of this section shall take place immediately upon ratification by the
27 parties.

ARTICLE XV

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

1 A. Peer Assistance and Review (PAR) Contract Article

2
3 The Modesto Teachers Association and Modesto City Schools District believe that a Peer
4 Assistance and Review Program (hereinafter called PAR) for permanent teachers provides
5 the best opportunity to insure there is a qualified teacher in every classroom. Both parties
6 agree to form a Peer Assistance and Review Committee to provide training, remediation, and
7 assistance to permanent teachers who are considered by the committee to qualify for PAR
8 based on the law, Board Policy, or the needs of an individual teacher.
9

10 B. PAR Committee

- 11
12 1. A PAR Committee will be established promptly after the effective date of this agreement.
13 The Committee will consist of eight (8) members, including five (5) members appointed
14 by the Association. The District will appoint three (3) other members. The five (5)
15 appointed teachers shall serve for one (1) year and may be reappointed at the discretion
16 of the MTA President. The Committee will elect its Chairperson by majority vote.
17
18 2. The PAR Committee shall be consulted about the expenditure of all funds generated by
19 PAR. The PAR Program shall operate within amounts funded by the state. Five percent
20 of the PAR budget shall go to the District for administrative and clerical support. The
21 District will have the final say on all budget expenditures.
22
23 3. Any portion of an annual appropriation that is not expended during the school year in
24 question will be carried over for the uses delineated in this agreement in subsequent
25 years.
26
27 4. A teacher committee member shall receive an hourly rate of \$50.00 per hour not to
28 exceed \$1500.00 in total for the year and shall be subject to COLA increases
29 commencing with the 2004-05 school year.
30
31 5. The PAR Committee will hold its meetings after normal school hours.
32
33 6. The PAR Committee shall be responsible for the following:
34
35 a. Selecting Consulting Teachers.
36 b. Providing training for Consulting Teachers in cooperation with the Director of
37 Human Resources.
38 c. Sending written notification of participation in the PAR Program to
39 participating Consulting Teachers, and the site principal in cooperation with
40 the Human Resources Department.
d. Reviewing the assignment of consulting teacher(s).

- e. The District, in consultation with the Committee will establish procedures for application as a Consulting Teacher and the site principal in cooperation with the Human Resources Department.
- f. Reviewing the final report by the Consulting teacher and making recommendations to the Board regarding a Referred Participating Teacher's progress in the PAR Program.
- g. Reviewing the performance of the Consulting Teachers in conjunction with the Director of Human Resources.
- h. Annually evaluating the impact of the program for program improvement and forwarding said report to the Board of Education.

7. The Committee, with the approval of the Board of Education, may remove a Consulting Teacher from the position because of the specific needs of PAR and/or inadequate performance as a Consulting Teacher. Prior to such removal, the Committee will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him or her to discuss said reasons.

8. PAR Committee members will also serve as Induction Advisory Committee members for the duration of their appointment.

C. PAR Program

1. Referred Teacher Participants (RTP)

a. A Referred Teacher Participant is a teacher with permanent status who receives an unsatisfactory overall rating on the year-end evaluation (related to instructional skills, classroom management, knowledge of subject matter, or other related aspects of teaching performance). Permanent teachers may not be referred to PAR for an isolated problem with his or her teaching performance if the overall evaluation is satisfactory. A teacher may not be referred to PAR for attendance problems, repeated tardiness, failure to complete required attendance or grade reports or to comply with other similar administrative requirements or directives. The purpose of such participation is to help the RTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance.

b. The PAR Committee shall make a good faith effort to assign a Consulting Teacher to the RTP prior to September 1st. At the request of the RTP Consulting Teacher, Director of Human Resources, or on its own initiative, the Committee may assign a different Consulting Teacher to work with the RTP at any time during the year.

c. The Consulting Teacher shall use such methods as he or she deems appropriate to help the RTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance. The Consulting Teacher will submit periodic (no less than one every three months) written Status Reports to the Committee and Director of Human Resources. The Consulting Teacher

1 will continue to provide assistance to the RTP until he or she receives a
2 satisfactory evaluation. The Consulting Teacher will submit a written Final
3 Report to the Committee and Director of Human Resources. A copy of each
4 report and the Final Report of the Consulting Teacher will be submitted to,
5 and discussed with, the RTP before it is submitted to the Committee. The
6 RTP will have the right to submit to the Committee a written response to each
7 Status Report and to the Final Report of the Consulting Teacher. The RTP has
8 the right to meet with the Committee before it makes a final recommendation
9 to the Board of Education.

- 10
- 11 d. At all levels of the process, the RTP has the right to be represented by the
12 Association Representative of his or her choice.
- 13
- 14 e. After consideration by the PAR Committee, the results of the RTP's
15 participation in the PAR Program shall be forwarded to the Board of
16 Education.
- 17
- 18 f. The results of the RTP's participation in the program shall be placed in his or
19 her professional file.

20

21 2. Consulting Teachers

- 22
- 23 a. A Consulting Teacher is a teacher who provides assistance to a Referred
24 Teacher pursuant to PAR. The minimum qualifications for a Consulting
25 Teacher are as follows:
- 26
- 27 1) A teaching certificate for the educational level of the Referred Teacher
28 (e.g., elementary, middle level/junior high, secondary);
- 29
- 30 2) At least three (3) years in the District; and
- 31
- 32 3) Consulting Teachers should have at least three years recent teaching
33 experience in the curriculum area, 7-12, or grade level, K-6, of the
34 Participating Teacher.
- 35
- 36 b. In order to fill a position of Consulting Teacher, a notice of vacancy, prepared
37 and disseminated by District personnel staff, which includes the qualifications
38 for the position, will be posted in all schools and in the District's Central
39 Office. The committee will make recommendations to the Board of Education
40 for Consulting Teachers from among qualified applicants through an
41 examination of the qualifications submitted, three letters of recommendation
42 from certificated staff, and an interview with the Committee.
- 43
- 44 c. The number of Consulting Teachers will be determined by the Committee
45 based on the needs of the program.

1 d. The term of a Consulting Teacher will be two (2) years, and a teacher may not
2 serve in the position for more than two (2) consecutive terms.

3
4 e. Consulting Teachers will receive a stipend for each RTP they coach, but may
5 not be assigned more than two (2) RTPs.

6
7 D. Director of Human Resources

8
9 1. The Director of Human Resources will manage all aspects of the BTSA/PAR Programs.
10 This includes overseeing the work of each Consulting Teacher and Support Provider. The
11 Director of Human Resources will monitor the performance of each Consulting Teacher
12 and report to the Committee such information each semester or after one-half of the days
13 served in a year-round program. A copy of the written report and all written
14 documentation relied upon by the Director of Human Resources in making said report,
15 will be submitted to the Consulting Teacher and he or she will have the right to submit a
16 written response to such report. The contents of said reports shall be held by the
17 Committee and may not be used in any dismissal or disciplinary proceeding against the
18 Consulting Teacher. The Director of Human Resources will also, along with the
19 Committee and District, develop appropriate staff development programs for
20 Participating Teachers as well as teachers not participating in the PAR Program.

21
22 2. The Director of Human Resources will be a management position. Since the Director of
23 Human Resources must work closely with the Committee, if interviews are held, at least
24 two teacher members of the Committee will participate in interviewing for the Director of
25 Human Resources position.

26
27 E. Application of Agreement

28
29 Except as otherwise expressly provided in this Article, the Association, the school district,
30 and all bargaining unit members, reserve any and all rights granted to, and remain subject to
31 any and all obligations imposed upon them by law, regulation, school district policy, or the
32 agreement.

33
34 F. Duration

35
36 The PAR Program will continue in effect from school year to school year, unless either the
37 Association or the Board of Education gives written notice to the other party by May 1 of its
38 intention to terminate the PAR Program as of the end of that school year.

ARTICLE XVI

BEGINNING TEACHER SUPPORT AND ASSESSMENT
INDUCTION PROGRAM

1 A. BTSA Induction Program

2
3 The BTSA Program is an induction program implemented under the guidelines of SB 2042.
4 The Modesto Teachers Association and Modesto City Schools agree that the program
5 supports qualifying teachers in obtaining their professional credential and providing quality
6 teachers in every classroom.

7
8 a) Participating Teachers (PT) are:

- 9
10 1) teachers in their first or second year of teaching experience with a Preliminary
11 or Clear teaching credential
12 2) out-of-state teachers with 0-5 years of experience
13 3) out-of-state teachers with 6 or more years of experience who volunteer to
14 participate in BTSA
15 4) teachers who are otherwise identified by the CTC as being required to
16 participate in an induction program in order to fulfill requirements for the
17 Professional Clear Credential

18
19 b) Program Participation

20
21 Participation in the Modesto City Schools' BTSA Induction program shall remain
22 voluntary. However, under the provisions of SB 2042, teachers may be required by the
23 California Commission on Teacher Credentialing (CTC) to participate in an approved
24 induction program, BTSA, in order to earn their Professional Clear Credential.
25 Qualifying teachers who are not required by the CTC to complete the induction
26 requirements specifically for earning the professional clear credential, have the option to
27 participate in the BTSA Induction Program.

28
29 c) Support Provider (SP)

- 30
31 1. A Support Provider is a teacher who provides coaching and assistance to probationary
32 and temporary teachers in their first two years of teaching, or are otherwise identified
33 as required to participate according to the California Commission on Teacher
34 Credentialing regulations for credentialing. The minimum qualifications for a
35 Support Provider are as follows:
36
37 a. A teaching certificate for the educational level of assignment of the new teacher.
38 b. At least two (2) years in the District.
39 c. At least two (2) years recent teaching experience in the subject area or within two
40 grade levels of the new teacher's assignment.

1 2. In order to fill a position of Support Provider, a notice of vacancy, which includes the
2 qualifications for the position, will be posted in all schools and in the District's
3 Central Office. The Director of Human Resources, in collaboration with the PAR
4 Committee will make recommendations to the Board of Education for Support
5 Providers from among the qualified applicants through an examination of the
6 qualifications submitted, three letters of recommendation from certificated staff, and
7 an interview process like the interview process for regular classroom teachers. Two
8 of the interview team members must be PAR Committee members appointed by
9 MTA.

10
11 3. The number of Support Providers will be determined by the Director of Human
12 Resources, based on the needs of the program.

13
14 4. The Director of Human Resources will match PT and Support Provider by school,
15 subject matter (7-12) and grade level (K-6) whenever possible.

16
17 5. Support Providers will receive a stipend per PT assigned and shall be assigned 1-3
18 PTs. In grades 7-12, the Support Provider may opt to take a release period instead
19 of the stipend if they are assigned three PTs. In grades K-6, the Support Provider will
20 receive the equivalent of an optional period stipend if they are assigned three PTs in
21 lieu of a stipend per PT. If a 7-12 Support Provider cannot opt to take a release
22 period based on their assignment (teaching 6 periods), they may still receive the
23 equivalent of an optional period stipend. Support Providers will be provided with
24 reasonable release time to observe PTs, if substitutes are available.

25
26 6. All Site Support Providers with satisfactory completion of Support Provider job
27 requirements, who wish to continue in the next year, will be reappointed if
28 determined by the Director of Human Resources in consultation with PAR Committee
29 members.

30
31 B. Director of Human Resources

32
33 1. The Director of Human Resources will manage all aspects of the BTSA Induction
34 Program. The Director of Human Resources will, in cooperation with District staff and
35 the PAR Committee members, develop appropriate staff development programs for
36 Participating Teachers.

37
38 2. The Director of Human Resources will be a management position.

39
40 C. Application of Agreement

41
42 Except as otherwise expressly provided in this Article, the Association, the District and all
43 bargaining unit members, reserve any and all rights granted to, and remain subject to any and
44 all obligations imposed upon them by law, regulation, school district policy, or the
45 agreement.

1 D. Duration

2
3 The BTSA Induction Program will continue in effect from school year to school year, unless
4 either the Association or the Board of Education give written notice to the other party by
5 May 1 of its intention to terminate the BTSA Induction Program as of the end of that school
6 year.

The MTA is opening Article XVII for the purpose of negotiating salary compensation.

ARTICLE XVII

CHILD DEVELOPMENT

1 A. SALARY

- 2
- 3 1. The salary schedules for Child Development Teachers shall be established as separate
- 4 salary schedules with a 179-day 6-hour responsibility base for State Preschool, and a 7-
- 5 hour base for Head Start, and include a range for Master's Degree.
- 6
- 7 a. Head Start Child Development Teachers shall be paid on the Head Start Salary
- 8 Schedule.
- 9
- 10 b. State Child Development Teachers shall be paid on the Child Development Salary
- 11 Schedule. Beginning with the 2012-13 school year, the Child Development Salary
- 12 Schedule will be reduced by 5%.
- 13
- 14 c. The designated salary schedules will be reflected on the Child Development Head
- 15 Start Teacher job description and the Child Development State Teacher job
- 16 description.
- 17
- 18 d. 1) Child Development teachers shall be allowed to accrue compensatory time or be
- 19 paid their hourly rate commensurate with their current hourly placement when
- 20 covering another class and/or substituting on a workday before or after their work
- 21 hours.
- 22
- 23 2) Child Development teachers shall be paid the substitute rate on the corresponding
- 24 salary schedule during all other time, including preparation time, when covering
- 25 and/or substituting in a Child Development class.
- 26
- 27 3) No more than 8 hours per day or 20 hours per week of additional hourly time shall
- 28 be worked by a Child Development teacher. Compensatory time may be accrued
- 29 when being paid to cover and/or substitute.
- 30
- 31 2. Child Development Specialists shall be paid from the Child Development Specialists'
- 32 Salary Schedule.
- 33
- 34 a. Child Development Specialists shall post a monthly schedule, subject to change based
- 35 upon the needs of the program, which includes an equal distribution of time at all
- 36 assigned sites.
- 37

1 3. Longevity Stipend: For all Child Development Teachers and Child Development
2 Specialists under this provision, longevity steps will be paid at the completion of 11, 15,
3 and 20 years of service.
4

5 4. Substitute pay for Substitute Child Development Teachers shall be based on Column 1,
6 Step 1 of the current salary schedule. Substitute Child Development Teachers, as per
7 Title 22 Section 101152 of Community Care Licensing Regulations, shall have a
8 minimum of 6 units in Child Development and/or Early Childhood Education on file
9 with Human Resources.
10

11 a. Taken from Article XIX, Section VIII, Subsection B:

- 12 i. Child Development substitute teachers will work the number of hours as
13 specified on SubFinder and will be paid for the number of hours worked.
14 ii. In the event that the teacher is absent for more than thirty consecutive calendar
15 days, the substitute teacher will work the same number of hours as the teacher's
16 contract and will assume full responsibilities for home visits, parent conferences,
17 and parent education and parent involvement requirements.
18 iii. Child Development Programs do not pay more than the basic rate for long-term
19 assignment.
20 iv. In the event that the teacher is absent for more than thirty consecutive calendar
21 days, the substitute teacher in a Child Development Program must meet
22 requirements as defined in the CTC Child Development Matrix.
23 v. Substitute rates for Child Development substitutes shall be based on Step 1,
24 Range 1 of their corresponding salary schedules.
25 vi. Regular Child Development teachers who substitute during their prep time shall
26 be paid on Step 1, Range 1 of their corresponding salary schedule.
27

28 b. Child Development Program teachers who are on laid-off status shall have the first
29 right of refusal for all substitute jobs, and shall be called in the order of their District
30 seniority.
31

32 c. After the 20th day of continuous substitute teaching at the same site, laid-off teachers
33 shall earn their per diem salary starting on their 21st day of service.
34

35 d. If placed on a long-term assignment of 30 days or more, laid-off teachers shall earn
36 their per diem salary from the first day of service.
37

38 B. HOURS OF EMPLOYMENT

39 1. Head Start Child Development Teachers

40 The workday for Head Start members of the bargaining unit shall be 450 minutes per day
41 including recess, preparation and a duty-free lunch of at least 30 minutes. Teachers whose
42 work contract is beyond the 450 minutes will have their salary factored to reflect the
43 additional hours.
44
45

1 Full-Day Head Start Teachers: Full-day Head Start Teachers shall have 360 minutes of
2 student contact time.

3
4 Part-Day Head Start Teachers: Part-day Head Start Teachers shall have 210 minutes of
5 student contact time.

6
7 2. State Child Development Teachers

8
9 a. Cal-SAFE Teachers: The workday for Cal-SAFE members of the bargaining unit
10 shall be 450 minutes per day including recess, preparation and a duty-free lunch of at
11 least 30 minutes. The Cal-SAFE program is administered, directed and supervised by
12 the District's Alternative Education Program, not Child Development.

13
14 b. Part-Day Preschool Teachers: The workday for Part-Day Preschool members of the
15 bargaining unit shall be 390 minutes per day including preparation, recess and a duty-
16 free lunch of at least 30 minutes, and 180 minutes of student contact time. Teachers
17 whose work contract is beyond 390 minutes will have their salary factored to reflect
18 the additional hours.

19
20 c. The workday for the Child Development Specialists shall be 8 hours per day and will
21 include a 30-minute duty-free lunch.

22
23 3. Work Year for Child Development Teachers

24
25 All Child Development Teachers shall implement the approved Child Development
26 Program Calendar which is based on the responsibility days listed below and includes
27 staff development, staff work and student attendance days. All time off shall be reported
28 to the Child Development Department through the District's SubFinder System.

29
30 Head Start Teachers

31
32 Full-Day 226 Responsibility Days
33 Part-Day 179 Responsibility Days

34
35 Preschool Teachers

36
37 Part-Day 179 Responsibility Days

38
39 Cal-SAFE Teachers 182 Responsibility Days

40
41 Child Development Specialist 219 Responsibility Days

1 Staff Development Days

2
3 All Child Development Teachers shall have staff development days included in their
4 contracted days of: Part-day Head Start and Full-day Head Start Programs – three (3) days;
5 Part-day State Preschool – one (1) day. Staff Development days shall be established in one-
6 half (½) or whole day increments. Staff Development Days are mandatory attendance and
7 established at the discretion of the Director of Child Development Programs to provide
8 training and professional development to staff.

9
10 The District will provide both Cardio-Pulmonary Resuscitation (CPR) and Basic First Aid
11 (FA) training during staff development days. In order to meet Title 22 Regulations and the
12 standards set forth by the California Emergency Medical Services Authority (EMSA) and
13 commonly accepted best practices for the child development field, all Child Development
14 Teachers shall maintain current CPR/FA certification. The District will attempt to maintain
15 the current every-other-year CPR/FA certification process currently utilized. If the District-
16 sponsored training is not attended, it shall be the employee's responsibility to obtain the
17 certification and submit proof of such.

18
19 Staff Work Days

20
21 All Child Development Teachers shall have staff work days included in their contracted days
22 of: Part-day Head Start and Full-day Head Start Programs – eight (8) days; Part-day State
23 Preschool – three (3) days. Staff Work days are student non-attendance days and shall be
24 established in one-half (½) or whole day increments.

25
26 Staff work days are established for, but not limited to, start-up; close-out; orientation;
27 classroom set-up and home visit activities; program planning; networking; curriculum
28 planning and implementation; developmental screening of students; and parent conferences.
29 Not more than one (1) of the established staff work days will be for staff to close out the year.

30
31 Staff/Faculty Meetings

32
33 The total number of Child Development staff/faculty meetings shall not exceed one (1) per
34 month per program. The one meeting does not include individual teacher responsibilities,
35 such as IEPs, SSTs, CSTs, case conferencing, etc., nor do they include grade or site level
36 meetings. Child Development Administration may schedule up to three (3) additional
37 staff/faculty meetings throughout the school year. A draft agenda for required meetings will
38 be sent at least forty-eight (48) hours in advance, excluding weekends and holidays. The
39 District will publish required meeting dates and times on the annual Child Development
40 Planning Calendar and Monthly Reminder Calendars. The duration of meetings outlined in
41 this section shall be a maximum of 1.5 hours, which will include 15 minutes for MTA.
42 Staff/Faculty meetings are established to provide and receive information and input to and
43 from staff. Staff/Faculty meetings may also contain Staff Development time.

1 Compensatory Time

2
3 Time spent in activities that exceed the normal work hours will be given in compensatory
4 time by the District to all Child Development Teachers. The Director of Child Development
5 Programs/designee must approve in advance the accrual and use of compensatory time unless
6 there is an unforeseen emergency.

7
8 Full-Day Child Development Teachers will accumulate their compensatory time and when
9 the number of hours equals their daily contract hours, they will be credited time for a full day
10 and a substitute will be provided. Full-Day Teachers will be allowed to accrue and use
11 compensatory time without substitute coverage. Part-Day Child Development Teachers will
12 accumulate their compensatory time which must be taken during preparation time.
13 Compensatory time must be taken in the current year.

14
15 Professional Responsibilities

16
17 All Child Development Teachers shall hold and maintain, at a minimum, the Child
18 Development Teacher Permit or above (not an Associate Teacher) issued by the California
19 Commission on Teacher Credentialing.

20
21 All Child Development Teachers shall: provide development screening for students within
22 the first 30 days for Head Start or the first 60 days for State Preschool (optional for State
23 Preschool); provide ongoing student assessments with collection and reporting periods –
24 three (3) for Head Start and two (2) for State Preschool; implement the comprehensive CDP
25 curriculum; post weekly lesson plans; provide home visits (two (2) for Head Start and one (1)
26 optional home visit for State Preschool); and provide two (2) parent conferences.

27
28 Effective July 1, 2010, all newly-hired Child Development Teachers (Head Start and State)
29 shall possess, at a minimum, a Bachelor's Degree. All current Child Development staff will
30 be grandfathered unless the state/federal requirements change. State Part-Day Teachers who
31 change sites, but stay within the same program, will maintain their grandfathered status.

32
33 C. EVALUATION

34
35 The evaluation cycle for all Child Development Teachers (State), who receive satisfactory
36 evaluations, will be every third year except for 1st and 2nd year teachers. The evaluation
37 criteria will follow the procedures outlined in Article VIII. First and 2nd year teachers will be
38 evaluated annually. Child Development Teachers shall be treated as permanent employees,
39 for evaluation purposes only, after two years in one program or combination of programs
40 covered in this Article.

41
42 The annual evaluation of Head Start Teachers (Federal), during the period not covered in the
43 previous paragraph, in accordance with Federal Guidelines, shall be conducted using the
44 approved alternative checklist form by Child Development Administration.

1 A memo or an e-mail issued by an administrator is between the teacher and administrator and
2 may not be shared with other staff or administrators.

3
4 D. TRANSFER/REASSIGNMENT

- 5
6 1. Employees of Child Development Programs may be transferred or reassigned based upon
7 Articles XIII and XIV.
8 2. Prior to any transfer or reassignment, the administration shall discuss the proposed
9 transfer or reassignment with the employee(s) to be transferred or reassigned.
10
11 3. A written statement of reasons shall be provided upon request if an employee is
12 transferred or reassigned involuntarily.

13
14 E. CLASS SIZE

15
16 Class size shall be maintained to meet State and Federal regulations concerning number of
17 students per teacher and adult ratios.

18
19 F. LEAVES OF ABSENCE

20
21 Employees of Child Development Programs shall be provided the same leaves of absence as
22 K-12 teachers (Article V).

23
24 G. CHILD DEVELOPMENT EMPLOYMENT

25
26 Child Development experience shall be recognized for placement on the Head Start Salary
27 Schedule, Child Development Salary Schedule and/or Child Development Specialist's Salary
28 to a maximum placement of Step 6.

29
30 Accumulated and unused sick leave shall be transferred to the K-12 program if a Child
31 Development employee is employed in the K-12 program without a break in service.
32 Absence from service for less than one year shall not be counted as a break in service for sick
33 leave transfer purposes.

34
35 MCS Child Development teaching experience within the last ten (10) years, where the
36 employee has at least a B.A. Degree, shall be counted towards placement on the K-12 salary
37 schedule. Each two (2) years of satisfactory Child Development teaching experience shall
38 count for one (1) year salary step placement, up to a maximum of five (5) years in placement
39 on the K-12 teachers' salary schedule, consistent with Article IX Salary, Section E.

40
41 Teachers shall be given an individual, yearly budget for the purchase of non-perishable
42 classroom supplies.
43

1 Ordering of both non-perishable and perishable items shall be at the teacher's discretion,
2 pending administrative approval. Actual purchase and distribution shall be done mostly by
3 site staff.
4

5 A monthly accounting of teacher's purchases shall be provided by the CDP Office.
6

7 H. STATE, FEDERAL, and LOCAL LAWS, REGULATIONS and REQUIREMENTS
8

9 All regulations, laws, requirements and mandates outlined and/or specified by State, Federal,
10 local bodies with jurisdiction over Child Development operations and/or administration shall
11 supersede and invalidate any article or section within this bargaining unit agreement if in
12 direct contradiction or if standards are unmet. This includes but is not limited to Community
13 Care Licensing (Title 22 and Health Code), California Department of Education (Education
14 Code), Child Development Division (Title 5), California Commission on Teacher
15 Credentialing, Fire Marshall, Public Health, and Head Start Performance Standards.
16

17 I. INCLUSION BY REFERENCE
18

19 The Articles noted below from the currently approved Collective Bargaining Agreement are
20 incorporated into this Agreement.
21

	<u>ARTICLE</u>	<u>TITLE</u>
1.	Article I	Agreement
2.	Article III	Contractual Grievance Procedure
3.	Article IX	Salary Introduction and Sections C, E, G, M (5,6) and Q
4.	Article X	Health and Welfare Benefits
5.	Article XI	Miscellaneous-Maintenance of Benefits
6.	Article XII	Organization Security and Payroll Deductions
7.	Article XV	Peer Assistance and Review (PAR) Program
8.	Article XVIII	Rights for Unit Employees
9.	Article XIX	Substitute Employees
10.	Article XXIII	Savings

ARTICLE XVIII

RIGHTS FOR UNIT EMPLOYEES

A. UNIT MEMBER RIGHTS

1
2 Employees shall not be interfered with, intimidated, restrained, coerced or discriminated
3 against either by the school district or by employee organizations because of their
4 membership or non-membership in employee organizations. They shall have the right to
5 participate through representatives of their own choosing in the presentation of their
6 views to the governing board. (Government Code 3543.5)
7

8 B. NONDISCRIMINATION
9

- 10 1. The Board of Education shall not discriminate against any employee on the basis of
11 race, color, creed, age, sex, national origin, political affiliation, domicile, marital
12 status, physical disability, membership in an employee organization, or participation
13 in the activities of an employee organization.
14
15 2. Adequate and appropriate facilities for male and female staff shall be provided.
16
17 3. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or
18 deprived of any professional advantage without just cause and due process.
19
20 4. No employee shall be deprived, either directly or indirectly, of any rights conferred by
21 law or by the Constitution of the State of California or the Constitution of the United
22 States.
23

24 C. ACADEMIC FREEDOM
25

- 26 1. The teacher must be free to think and to express ideas, free to select and employ
27 materials and methods of instruction, free from undue pressures of authority, and free
28 to act within his/her professional group, including appropriate methods of student
29 evaluation. Such freedom should be used judiciously and prudently to the end that it
30 promotes the free exercise of intelligence and pupil learning.
31
32 2. Academic freedom is not an absolute. It must be exercised within the law and the
33 basic ethical responsibilities of the teaching profession. Those responsibilities
34 include:
35
36 a. An understanding of our democratic tradition and its methods.
37 b. A concern for the welfare, growth, maturity and development of students.
38 c. The method of scholarship.
39 d. Professional judgment in selecting and employing materials and methods of
40 instruction.

B.6(117)

1 D. CIVIL AND LEGAL RIGHTS

2
3 1. The personal life of an employee is not an appropriate concern or attention of the
4 Board of Education except as it may directly prevent the employee from performing
5 properly his/her assigned functions during the work day.

6
7 2. Employees shall be entitled to full rights of citizenship, and no religious or political
8 activities of any employee or the lack thereof shall be grounds for any discipline or
9 discrimination with respect to the professional employment of such employee,
10 providing said activities do not violate any local, state or federal laws.

11
12 E. RIGHTS FOR NON-PERMANENT EMPLOYEES

13
14 In respect to non-permanent employees, the District pledges that it will inform the
15 employee in writing of the employee's status as probationary or temporary and provide a
16 written contract of employment.

17
18 At the same time, the District will inform the employee in writing of the difference and
19 legal significance of probationary versus temporary, as well as any credential
20 requirements and requirements of the CBEST Test.

21
22 Hourly Independent Study teachers hired to contracted Independent Study positions shall
23 be given probationary status consistent with other general fund programs and shall be
24 given credit for units and years of service already earned in the Independent Study
25 Program.
26

ARTICLE XIX

SUBSTITUTE EMPLOYEES

1 I. EMPLOYMENT

2
3 A. Legal Status

4
5 Governing Boards of school districts shall classify as substitute employees those
6 persons employed in positions requiring certification qualifications to fill positions of
7 regularly employed persons absent from service. Substitute service may apply toward
8 tenure subject to standards in Education Code Section 44918, but shall not apply
9 toward salary schedule placement.
10

11 B. Chest X-Ray or Intra-dermal Skin Test

12
13 A chest x-ray or approved intra-dermal skin test is required of every employee of the
14 school district and must be renewed every four years.
15

16 C. Substitute List

17
18 A new substitute list is developed annually. Persons who substitute one year and who
19 are interested in substituting the following year must complete a new information sheet
20 after June 1 each year.
21

22 II. EMPLOYMENT PROCEDURE

23
24 A. Applicant Selection

25
26 All applications for substitute employment are to be submitted in person to the Human
27 Resources Office, Modesto City Schools, 426 Locust Street. The following documents
28 must also be completed and/or submitted:
29

- 30 1. Copy of valid California teaching credential
- 31 2. Tuberculosis x-ray or intra-dermal skin test report
- 32 3. State Teachers' Retirement System enrollment form
- 33 4. W-4 Form
- 34 5. Child Abuse Form
- 35 6. Loyalty Oath
- 36 7. I-9 Form
- 37 8. DOJ Fingerprint Clearance
- 38

1 B. Minimum Credential Qualifications

2
3 Applicants for substitute teaching must possess a valid California teaching credential
4 or license. If more than a 30-day assignment (20-day for special education), the
5 applicant must hold a valid credential for subject area, grade level, or specialized areas
6 of instruction.
7

8 III. TEACHER INPUT ON SUBSTITUTE ASSIGNMENT

9
10 Temporary, probationary or permanent teachers may express a preference for a particular
11 substitute teacher to be assigned during their absence. If the regular teacher has a concern
12 over the services of a given substitute teacher's performance, he/she may call the situation
13 to the site administrator's attention. The site administrator shall investigate such concerns.
14 It is not the bargaining unit members' role to evaluate each other; rather, it is the role of
15 management to evaluate.
16

17 IV. AUTHORITY TO DENY SUBSTITUTE SERVICE

- 18
19 1. The site administrator may recommend to the Associate Superintendent, Human
20 Resources or his/her designee that the right of a person on the substitute list to serve as
21 a substitute teacher be denied at their school or for a particular teacher based upon any
22 reason which, in the opinion of the administrator, relates to the welfare of the school,
23 workers of the school, or the pupils of the school.
24
25 2. The Associate Superintendent, Human Resources, or his/her designee, may remove a
26 person's name from the substitute list based upon any reason which relates to the
27 welfare of the school, workers of the school, or the pupils of the school.
28

29 V. AUTOMATIC SEPARATION

30
31 1. End of Assignment

32
33 Substitutes are employed for a maximum of one school year only and are automatically
34 terminated at the end of the school year.
35

36 2. Lapse of Credential

37
38 If a substitute's credential lapses or otherwise becomes invalid, the substitute is
39 automatically terminated.
40

41 VI. PERFORMANCE OBSERVATION

42
43 The site administrator or his/her designee shall conduct at least one observation of the
44 substitute's performance if the substitute is employed to serve for at least eleven days. If
45 the observation indicates the substitute's performance is deficient, a copy of the observation

1 report shall be delivered to the substitute within five school days after the deficient
2 performance was observed. If the substitute requests a meeting to discuss the performance
3 observation, the site administrator or designee shall arrange the meeting and participate in
4 it. The substitute may arrange to have an Association representative accompany him/her in
5 the meeting. The substitute may file a written response to the observation report, and such
6 response shall be attached to the report.

7 8 VII. TERMINATION DURING SERVICE

9
10 A. If the site administrator or designee determines, based upon personal observation or an
11 investigation, that the conduct of a substitute has been such as to adversely affect the
12 welfare of the school, co-workers at the school, or any pupils at the school, he/she may
13 relieve the substitute of duty and in such instance the site administrator or designee
14 shall report the action and reason for it to the Associate Superintendent, Human
15 Resources. Except in emergencies, prior to relieving the substitute, the site
16 administrator or designee shall discuss his/her concerns with the substitute and shall
17 take into account, in making the final determination, any responses of the substitute. If
18 a substitute is relieved of duty and no modification of the action is made by the
19 Associate Superintendent, Human Resources, or the Board of Education, the decision
20 and in the absence of modification of the action by the Associate Superintendent,
21 Human Resources, or the Board of Education, the recommendation of the site
22 administrator or designee shall be final and binding. The administration's
23 determination of the sufficiency of the reason for relieving the substitute of duty shall
24 be conclusive.

25
26 B. In addition to the authority of the site administrator or designee set forth in A, above,
27 the Board of Education, under Education Code Section 44953, may terminate the
28 service of a substitute employee at any time and there shall be no right of appeal.

29 30 VIII. SUBSTITUTE PAY/ASSIGNMENTS

31
32 A base rate is established for day-to-day substitute teachers (1 to 10 days). A teacher
33 serving continuously in a short-term assignment (between 11 and 30 days) will receive
34 compensation as specifically identified in the substitute salary schedule daily rate. A
35 teacher serving continuously in a long-term assignment (beyond 30 days) will receive
36 compensation above the short-term rate as specifically identified in the substitute salary
37 schedule daily rate.

38
39 Emergency credentialed substitutes cannot serve in the same classroom more than thirty
40 days during the school year.

1 High School and Junior High School

- 2
- 3 1. Teachers substituting three periods or more on any one day will be paid the full
- 4 day's pay.
- 5
- 6 2. Teachers substituting for less than three periods on any one day will be paid one-
- 7 half day's pay.
- 8

9 A. Elementary (K-6)

- 10
- 11 1. Teachers substituting more than one-half the actual teaching time will be paid the
- 12 full day's pay.
- 13
- 14 2. Any assignment that is for less than half the actual teaching time will be paid one-
- 15 half day's pay.
- 16

17 B. Child Development Programs

18

19 Child Development substitute teachers will work the number of hours as specified on

20 SubFinder and will be paid for the number of hours worked.

21

22 In the event that the teacher is absent for more than thirty consecutive calendar days,

23 the substitute teacher will work the same number of hours as the teacher's contract and

24 will assume full responsibilities for home visits, parent conferences, and parent

25 education and parent involvement requirements.

26

27 Child Development Programs do not pay more than the basic rate for long-term

28 assignment.

29

30 In the event that the teacher is absent for more than thirty consecutive calendar days,

31 the substitute teacher in a Child Development Program must meet requirements as

32 defined in the CTC Child Development Matrix.

33

34 Substitute rates for Child Development substitutes shall be based on Step 1, Range 1

35 of their corresponding salary schedules.

36

37 C. Jury Duty

38

39 If a substitute is assigned to substitute for a teacher who is on jury duty, the substitute

40 will be so notified at the time of the assignment. Sometimes this will be only for half-

41 day assignment.

42

43 Should the regular teacher return to school prior to the end of the school day, the

44 substitute will be paid one-half or full day according to sections A, B, or C.

45

1 D. Payroll Dates

2
3 At the end of each substitute teaching assignment, the substitute is to sign a payroll
4 claim at the school site. If the claim is submitted to the Payroll Department by the 5th
5 of the following month, the substitute will be paid by the 15th. Claims submitted after
6 the 5th will not be paid until the 15th of the next month. All checks are mailed;
7 therefore, it is important that all address changes be reported to the Human Resources
8 Office.

ARTICLE XX

SUMMER SCHOOL

1 1. K-6:

- 2
- 3 a. The K-6 summer school year shall be 19 instructional days plus one workday.
- 4
- 5 b. K-6 teachers will have no more than 4 hours and 20 minutes of instructional time per day.
- 6
- 7 c. K-6 teachers will be paid based on the summer school salary schedule for 5 hours per
- 8 day.
- 9
- 10 d. K-6 teachers will work and be paid for 5 hours prior to the beginning of the student
- 11 attendance days (teacher workday).
- 12

13 2. 7-8:

- 14
- 15 a. The 7-8 summer school year shall be 19 instructional days plus one workday.
- 16
- 17 b. 7-8 teachers will have no more than 3 hours and 50 minutes of instructional time per day.
- 18
- 19 c. 7-8 teachers will be paid based on the summer school salary schedule for 4 hours and 30
- 20 minutes per day.
- 21
- 22 d. 7-8 teachers will work and be paid for 4 hours and 30 minutes prior to the beginning of
- 23 student attendance days (teacher workday).
- 24

25 3. 9-12:

- 26
- 27 a. The 9-12 summer school year shall be 19 instructional days plus one workday.
- 28
- 29 b. 9-12 teachers will have no more than 3 hours and 50 minutes of instructional time per
- 30 day.
- 31
- 32 c. 9-12 teachers will be paid based on the summer school salary for 4 hours and 30 minutes
- 33 per day.
- 34
- 35 d. 9-12 teachers will work and be paid for 4 hours and 30 minutes prior to the beginning of
- 36 student attendance days (teacher workday).
- 37

38 4. The SDC/LH/SH K-12 summer school mirrors the conditions listed above for the

39 corresponding grade range.

40

41 5. Summer school teachers who are District employees may share summer school contracts at

42 the discretion of the site administrator. If the site administrator denies the requested share

43 contract, he/she must give a written reason for the denial.

44

B.6(124)

- 1 6. Summer School teachers shall be prohibited from taking vacation during the summer school
2 period. A violation will affect the teacher's re-employment rights for the following year, and
3 the teacher shall lose the first right of refusal to summer school jobs.
4
- 5 7. Two summer school teachers may share one assignment as long as service is consecutive, at
6 the discretion of the District.
7
- 8 8. Summer School enrollments shall be limited to:
9
- 10 High School – 45
 - 11 Junior High Remedial* – 36
 - 12 Elementary Remedial* – 25
- 13
- 14 Summer School class sizes shall be limited to:
- 15 High School – 39
 - 16 Junior High Remedial – 34
 - 17 Elementary Remedial – 25
- 18
- 19 The above class sizes shall be in full effect by the end of the first week.
20
- 21
- 22 * Remedial – Make-up classes of core classes failed and needed to pass to go to the next
23 grade level and/or to graduate. Classes to make up failed minimum competencies.
24
- 25 9. No students shall be enrolled after the fourth instructional day.
26
- 27 10. The District will make a good faith effort to reappoint all previous year summer school
28 teachers (if they have acceptable observation(s) the previous summer) to assignments that are
29 substantially the same, prior to advertising vacancies.
30
- 31 11. Summer School evaluations will include one student achievement level for remedial classes
32 only for new MCS employees. The student achievement level will be in accordance with
33 Board Policy 4115.
34
- 35 12. If a permanent District teacher received a satisfactory observation/evaluation in last year's
36 regular school assignment, the teacher will not have to be observed/evaluated. If the
37 employee is new to MCS, teacher will need to be observed/evaluated.
38
- 39 13. New teachers receiving an unsatisfactory observation/evaluation would require a second
40 observation. At the end of summer school, there needs to be at least one satisfactory
41 observation/evaluation to be considered for the following year's summer school.

ARTICLE XXI

INTERN PROGRAM

1 The Association and District agree to implement an intern program based on the provisions of
2 the Education Code.

- 3
- 4 1. Interns will be appointed to teaching vacancies only after the District determines that there
5 is an insufficient number of certificated applicants who meet the District's specified
6 employment criteria.
- 7
- 8 2. The District will determine placement of interns based on District need.
- 9
- 10 3. The District will designate a school-based supervisor to observe and counsel the intern on a
11 regular basis to give feedback to the University Supervisor regarding the intern's
12 performance.
- 13
- 14 4. The District, in consultation with the Association, will select a school-based cooperating
15 teacher to provide the intern with guidance and support during their internship. The
16 school-based cooperating teacher will be paid a yearly stipend of \$2,250.00. When
17 selecting the cooperating teacher, priority should be given to the department or grade level,
18 then the site and then District-wide.
- 19
- 20 5. Continuation of an intern's assignment is contingent upon a recommendation of satisfactory
21 teaching competence by the District supervisor and sponsoring agency supervisor.
22 Termination of an assignment, based on unsatisfactory performance, is the responsibility of
23 the District and the supervising agency.
- 24
- 25 6. Interns will be evaluated each year using the District's narrative evaluation process.
- 26
- 27 7. The District may terminate the intern training agreement with sponsoring agencies at
28 anytime if it is found that continuation would be detrimental to the District, staff or
29 students.
- 30
- 31 8. Interns' salary will be equivalent to 92% on Step 1, Column 1 of the Certificated Salary
32 Schedule.
- 33
- 34 9. The District will provide staff development activities and other resources as part of the
35 intern's training.
- 36
- 37 10. Interns shall be members of the MTA bargaining unit and subject to all dues regulations.
- 38
- 39 11. MTA and Modesto City Schools agree to consult on matters pertinent to the District's
40 Internship Program.
- 41
- 42 12. Interns may serve no more than two years in an assignment.

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 Enhancing Education through Technology
7 Extended Summer School, 7-12
8 Home and Hospital (Regular Education)
9 Home or Hospital (Special Education)
10 Independent Study
11 Independent Study (Full-time)
12 In-School Suspension
13 Modesto Virtual Academy Program
14 Remediation Intersession
15 Tutoring/Peer Assistance
16
17 B. Remediation Intersession and Extended Summer School Program teachers will be paid on
18 the Hourly Direct Instructional Program Schedule.
19
20 C. The number of sessions per day and the number of weeks the sessions will be offered
21 during intersession will be determined by site needs and/or funding.
22
23 D. Academic Intervention and Extended Summer School teachers will be paid one hour for
24 every hour of instruction.
25
26 E. Home and Hospital teachers will be paid one hour preparation time per student served.
27
28 F. A regular teacher with the District may work no more than 4 hours per school day or
29 20 hours per week, in total, in any of the hourly programs listed in this section.

ARTICLE XXIII

SAVINGS

- 1 If any provision of this Agreement or any application thereof to any employee is held by the
- 2 Public Employment Relations Board or a state or federal court contrary to law, then such
- 3 provision or application shall be deemed invalid, to the extent required by such decision, but all
- 4 other provisions or applications shall continue in full force and effect.

ARTICLE XXIV

CONSULTATION PROCEDURES

1 The parties acknowledge that the EERA provides the exclusive representative of certificated
2 employees the right to consult on the definition of educational objectives, the determination of
3 the content of courses and curriculum, and the selection of textbooks. The parties agree that the
4 following procedures shall be used:

5
6 A. The parties shall jointly manage a consultation committee.

7
8 1. The Committee shall be composed of nine members: three District members and
9 six Association members.

10
11 a. The District members shall be the Superintendent or his/her designee, one
12 principal, and one other certificated management representative.

13 b. The Association members shall be the Association President or designee, and
14 one Association member from each of the following grade span assignments:
15 K-3, 4-5, 6-8, and 9-12, and one additional Association appointee.

16 c. Each party shall select their own committee members within the categories
17 delineated in 1.a and 1.b.

18
19 2. The Chairperson of the Committee shall rotate each year between the District and
20 the Association.

21
22 B. The Committee shall meet at least four times each school year.

23
24 C. The Committee shall discuss and decide the definition of educational objectives, the
25 determination of the content of courses and curriculum and the selection of textbooks.

26
27 1. The decision of the Committee shall be by majority vote.

28
29 2. In the event that there is no majority vote for a particular issue, the Superintendent
30 shall present the issue, including the options discussed by the Committee, for
31 decision by the Board of Education at the next regularly scheduled Board of
32 Education meeting.

33
34 D. Decisions of the Committee shall be reduced to writing and maintained by the parties.
35 The Committee decisions shall be enforceable under the grievance procedure of the
36 parties' Collective Bargaining Agreement.

37
38 E. The Committee shall not make decisions which violate the Collective Bargaining
39 Agreement between the parties.

ARTICLE XXV

PROFESSIONAL LEARNING COMMUNITIES

1 I. GUIDELINES

2
3 A. Professional Learning Communities (PLC's) are teacher initiated, collaborative,
4 and intended for professional growth to improve student achievement.

5
6 B. An administrator may attend a Professional Learning Communities meeting by
7 invitation of the Professional Learning Communities or request of the
8 administrator.

9
10 C. Professional Learning Communities will determine a purpose for their team's
11 work. Agendas for each Professional Learning Community's meeting will be
12 established through a process determined and agreed upon at each site.

13
14 D. Professional Learning Communities' work may be shared at site leadership and
15 staff meetings.

16
17 E. All Professional Learning Communities' work shall be exclusively initiated by the
18 Professional Learning Communities for the use of the members of the
19 Professional Learning Communities.

20
21 II. EVALUATIONS

22
23 A. The instructional and professional activities of Professional Learning
24 Communities will not be used in teacher performance evaluations. Teacher
25 performance evaluations are to be conducted only in accordance with Article VIII
26 of the Collective Bargaining Agreement.

27
28 B. An administrative member of the PLC Team will not evaluate a bargaining unit
29 member of the same Professional Learning Community Team unless such unit
30 members requests.

ARTICLE XXVI

EMPLOYEE SAFETY

1 I. Assaults on Employees

2
3 Employees shall immediately report cases of assault suffered by them in connection
4 with their employment to their principal or other immediate supervisor who shall
5 immediately report the incident to the police. Such notification shall be immediately
6 forwarded to the Superintendent who shall comply with any reasonable request from
7 the teacher for information in the possession of the Superintendent relating to the
8 incident or the persons involved. As used in this section, "within the scope of his/her
9 employment" shall include any voluntary activities (such as a field trip) which
10 involves student supervision.

11
12 II. Reports of Unsafe Working Conditions

13
14 A. Employees shall not be required to work in unsafe conditions or to perform tasks
15 that endanger their health, safety or well-being. An employee may reasonably
16 refuse to follow a directive if he or she reasonably believes that following the
17 directive would endanger any person's life, safety, and/or welfare.

18
19 1. Employees shall report in writing any conditions deemed to be unsafe,
20 hazardous, unhealthy or potentially dangerous to his or her immediate
21 supervisor. The employee shall identify the unsafe conditions and check
22 "Safety" on a Maintenance Work Request Form.

23
24 2. Upon such notification, the District shall assume responsibility and review the
25 situation and, if necessary, eliminate any unsafe or hazardous condition within
26 a reasonable time period.

27
28 B. An employee shall not be requested or required to transport pupils in his or her
29 personal vehicle, unless necessitated by emergency circumstances.

30
31 III. Student Discipline Issues

32
33 A teacher may initiate disciplinary action against a student or students (including
34 immediate suspension from the teacher's classroom) for the causes and pursuant to
35 the procedures contained in the District's Student Discipline Policy and Education
36 Code 48900, et seq.

**MODESTO CITY
SCHOOLS**



**INITIAL PROPOSAL FOR
MTA/MCS
COLLECTIVE BARGAINING
AGREEMENT**

2014-17

ARTICLE I

AGREEMENT

1 The ~~2011-2014~~ 2014-2017 Collective Bargaining Agreement will be effective from July 1, ~~2011~~
2 2014 through June 30, ~~2014~~ 2017. All new provisions will be implemented immediately upon
3 ratification of the agreement by both parties, except as specifically noted in this document.

4
5 A. All provisions of the contract are effective July 1, ~~2011~~ 2014 through June 30, ~~2014~~
6 2017, unless stated otherwise in the contract.

7
8 B. The District and the Association may propose reopeners for ~~2011-12, 2012-13, 2015-16~~
9 and ~~2013-14~~ 2016-17 school years on salary (Article IX) and ~~one~~ two additional
10 reopener per party.

11
12 C. The Articles and provisions contained herein constitute a bilateral and binding
13 agreement ("Agreement") by and between the Modesto City Schools ("District") and
14 the Modesto Teachers Association ("Association"), an employee organization affiliated
15 with the California Teachers Association and National Education Association.

16
17 D. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the
18 Government Code.

19
20 E. Employee(s) used in this Agreement, shall mean a member or members represented by
21 the Modesto Teachers Association.

ARTICLE II

RECOGNITION

1 II. RECOGNITION

2
3 A. Modesto City Schools' Board of Education and the Modesto City Schools'
4 District recognizes the Modesto Teachers Association as the exclusive
5 representative of all substitutes, interns, temporary, probationary and permanent
6 certificated employees and all hourly stipend positions in the classification of:

7
8 Classroom teachers, special education teachers, resource specialists, ~~individual~~
9 ~~small group instructors~~, adaptive physical education teachers, language/hearing
10 and speech specialists, psychologists, school nurses, ROP/teachers, music
11 teachers, work experience teachers, library media teachers, counselors, ~~Success~~
12 ~~for All teachers~~, Child Development teachers, Head Start teachers, continuation
13 and opportunity teachers, state pre-school teachers, ~~late key teachers~~, summer
14 school teachers, intersession teachers, intervention specialists, after school
15 program teachers, Advance Path Academics teachers, Credit Recovery Online
16 Learning Program teachers (~~class.com~~), ~~Modesto Virtual Academy teachers~~,
17 District Improvement Facilitators, department heads, all district chairpersons,
18 coaches, instructional coaches, as well as BTSA Support Providers, Intern
19 Support Providers, Coordinator of BTSA and any teacher on special assignment.
20

21 ~~B. Also, all certificated positions that were represented by the MTA bargaining unit~~
22 ~~on June 30, 2010, will continue to be part of the MTA bargaining unit under~~
23 ~~Section A.~~

24
25 ~~B.C.~~ This unit shall exclude other certificated employees, including but not limited to
26 management, supervisors, confidential and classified employees, as well as
27 program managers.
28

29 ~~C.D.~~ Nothing agreed to herein will prevent adjustments to the representation of unit
30 members upon mutual agreement between the District and the Association.
31

32 ~~E. The majority of a site-based bargaining unit member's workday should be~~
33 ~~devoted to student instruction.~~
34

35 ~~D.F.~~ No bargaining unit member can evaluate another bargaining unit member, or
36 direct other bargaining unit members to change their teaching method or
37 implementation of the curriculum. ~~No bargaining unit member may serve on a~~
38 ~~governance team or program improvement team that assesses classroom~~
39 ~~instruction.~~

ARTICLE IV

HOURS OF EMPLOYMENT

1 A. The regular employee work day is defined as follows:

2
3 1. For Grade Transitional Kindergarten and Kindergarten:

4
5 200 minutes of contract time including recesses and excluding lunch, and an additional
6 60 minutes assisting other transitional kindergarten or kindergarten teachers (or primary
7 level class if no transitional kindergarten or kindergarten exists).

8
9 2. For Grades 1-6:

10
11 Based on the student attendance calendar of ~~175~~ 180 days, the Association and District
12 agree that primary teachers will be responsible for at least ~~49,000~~ 50,400 minutes
13 annually of student contact time and intermediate teachers will be responsible for at
14 least ~~52,500~~ 54,000 minutes of contact time. In no case shall the ~~49,000~~ 50,400
15 minutes total and the ~~52,500~~ 54,000 minutes annually total, respectively, be exceeded
16 by more than 100 minutes for the year.

17
18 Elementary schedules for each site shall be ~~mutually~~ developed by the teachers and
19 principal ~~with a goal of keeping contact time as close to 49,000 minutes for 1-3 and~~
20 ~~52,500 for 4-6 as possible~~ subject to District Office approval.

21
22 3. For Grades 7-8:

23
24 330 minutes, including a preparation period equivalent to a student instructional period,
25 and excluding lunch.

26
27 4. For Grades 9-12:

28
29 330 minutes, including a preparation period equivalent to a student instructional period,
30 and excluding lunch.

31
32 Modified Block Schedule for 9-12 Schools: A modified block schedule for 9-12
33 schools is effective July 1, 2010. Block schedules may ~~not~~ be implemented at a site
34 ~~without~~ with the vote of 75% of the total number of teachers at the site. The election
35 shall be run by the MTA site representatives in collaboration with site administration.
36

1 5. For Continuation High Schools and Opportunity School:

2
3 300 minutes (7 equal periods), including a preparation period equivalent to a student
4 instructional period and excluding a 15 minute break.

5
6 The seven periods shall continue to be assigned consecutively except individual
7 teachers may be scheduled between 7:45 a.m. and 6:10 p.m.

8
9 A teacher shall be assigned either to the morning session or the afternoon session. No
10 teacher shall be assigned from the morning session to the afternoon session, or from the
11 afternoon session to the morning session without a teacher agreement.

12 The District may schedule double sessions (classes) between 7:45 a.m. and 6:10 p.m.

13
14
15 6. School Psychologist/Social Worker:

16
17 a. The hours of employment of school psychologist/social worker shall be eight (8)
18 hours per day excluding lunch.

19
20 b. The daily beginning and ending times shall be 8:00 a.m. to 5:00 p.m. with one (1)
21 hour lunch. (Exceptions to the 8:00 a.m. to 5:00 p.m. schedule and/or the daily
22 eight (8) hours in-District requirement authorized on an individual basis by the
23 Superintendent or his/her designee).

24
25 7. Contracted Independent Study teachers shall work from 8:00 a.m. to 2:30 p.m. with a
26 half-hour duty free lunch, except that one day per week the teacher may be assigned to
27 work from 2:00 p.m. to 8:30 p.m. at the discretion of the administrator.

28
29 8. Hourly Independent Study Teachers

30
31 a. A teacher that is a regular teacher with the District may work no more than 4 hours
32 per school day outside of the school day, including but not limited to Independent
33 Study and home and hospital per school day.

34
35 b. A teacher that only works in the Independent Study Program may work up to 45
36 hours per week.

37
38 9. Cal-SAFE Teachers: The workday for Cal-SAFE members of the bargaining unit shall
39 be 450 minutes per day including recess, preparation and a duty-free lunch of at least 30
40 minutes. The Cal-SAFE program is administered, directed and supervised by the
41 District's Alternative Education Program, not Child Development and paid from a
42 separate salary schedule.

43
44 During ~~State Standards~~ mandated testing, hours of employment may be modified from the
45 aforementioned instructional minutes per day, as long as the total instructional minutes does

1 not exceed the instructional minutes for the week outlined in this section.

- 2
3 B. The District and the Association recognize that the varying nature of an employee's
4 day-to-day professional responsibilities does not lend itself solely to a workday of rigidly
5 established length.

6
7 In addition to performing duties as assigned during the regular employee work day,
8 employees may be required to perform other duties, many of which shall occur outside of
9 the regular employee workday but are still related to the assigned duties. Such duties
10 include, but are not limited to, planning and selecting and preparing materials for
11 instruction; preparing substitute lesson plans receiving and evaluating work of pupils,
12 providing evidence that students are ~~taught the state's~~ progressing toward mandated
13 standards as part of the course curriculum; ensuring adequate direction and supervision of
14 students immediately prior and immediately subsequent to the beginning and ending of the
15 student attendance day; bus loading duty; conferring and counseling with pupils, parents,
16 staff, and administrators; keeping records; inputting grades, attendance, and report cards in
17 District approved system; attending faculty, department and grade level meetings (see C
18 below); participating in staff development programs and other professional activities
19 relating to the employee's assignment; and studying current literature to keep abreast of
20 developments within the subject matter taught by the employees. The District and the
21 Association recognize that activities in furtherance of these duties are work-related duties.

22
23 ~~Effective July 1, 2010 through June 30, 2014, K-6 teachers will not have yard duty.~~

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

28
29 It is understood and agreed that although the overall amount of time required of employees
30 to perform their duties should be substantially equal, the proportion of time that these duties
31 require the presence of the employee at the work site may vary according to the nature of the
32 employee's duties and responsibilities. Such non-work site activities are part of the
33 employee's duties.

- 34
35 C. K-6 K-12 Meetings

36
37 The total number of evening, District and school-wide faculty meetings shall not exceed
38 ~~two (2)~~ three (3) per month. The meeting does not include individual teacher responsibilities,
39 such as IEP, SST, etc. The meeting does not include individual department or grade level
40 meetings such as math or 1st grade only, but would include grade level meetings which
41 include more than one grade level. A staff meeting prior to the first student attendance day is
42 not limited to meeting length limits and does not count as a meeting for the month.

43
44 The District shall not schedule meetings after the noon release on ~~the first student non-~~
45 attendance work day a teacher work day prior to the first student attendance day or any day

1 of the MTA Representative Assembly, MTA Board of Directors meeting or General
2 Membership meeting.

3
4 Certificated employees will not be required to attend more than four District meetings per year.
5 During the month a District meeting is held, schools will hold no more than two staff meetings.
6 ~~For the 2011-12, 2012-13, and 2013-14 school years, site meetings shall not exceed two per~~
7 ~~month.~~ The two meetings do not include individual teacher responsibilities, such as IEP, SST,
8 etc. ~~The duration of meetings outlined in this section will be approximately one hour.~~ One
9 meeting per month will allow 15 minutes at the end of the meeting for MTA business.
10 Notice of Meeting - The District will provide a draft agenda for all meetings teachers are
11 required to attend which must be posted at least forty-eight (48) hours in advance, excluding
12 weekends and holidays.

13
14 Staff meetings should not be called unless they are needed. Information that does not
15 require discussion or explanation should be handled in writing. The limitation on full staff
16 meetings should not be circumvented by breaking up the staff into grade level groups.
17 During any staff meeting, teachers may be broken into groups (by grade level or department
18 as part of the staff meeting).

19
20 The duration of a meetings outlined in this section will be approximately ~~one hour~~ one and
21 one half (1.5) hours. Attention should be given to the setting of the agenda, control of
22 discussion, and generally conducting the meeting with an understanding that other peoples'
23 time is important and a sensitivity to the reality that they are tired at the end of the day.

24
25 In addition to the above, the Superintendent has agreed that principals should not hold
26 meetings unless they are needed. He/she has agreed to review the excess meetings with
27 principals to solve the problem.

28
29 A site staff meeting is defined as a meeting which K-6 12 teachers are required to attend.
30 Grade level or department meetings held during the workday are not considered site staff
31 meetings.

32
33 ~~Starting with the 2010-11 school year, twenty (20) late start days will be added per site,~~
34 ~~7-12, average two (2) per month, for 2010-11 and 2011-12 school years for collaboration~~
35 ~~and District professional activities. Schedule of days to be mutually agreed to by District~~
36 ~~and MTA. One (1) late start day per month will allow 15 minutes at the end of the meeting~~
37 ~~for MTA business. Principals will notify site MTA Representatives 48 hours before the~~
38 ~~meeting to place the item on the agenda, if requested. (All faculty meetings, department~~
39 ~~meetings or other mandatory site meetings must be held on those 20 late start days.)~~

40
41 ~~For the 2011-12, 2012-13, and 2013-14 school years, the 20 late start collaboration days for~~
42 ~~grades 7-12 and the 17 collaboration minimum days for grades K-6 shall be suspended.~~

- 43
44 D. In addition to "B" above, employees in grades 7-12 may be required to devote a reasonable
45 amount of time to other duties assigned by the building administrator.

1 As a guideline, the time spent by the employee in grades 9-12 on such additional work-
2 related duties should not exceed approximately ~~15~~ 20 hours during a school year. In grades
3 7-8, such additional work-related duties, including bus and hall duty, should not exceed ~~15~~
4 20 hours during a school year.

5
6 The local administrator may exceed this guideline only if his/her action is reviewed and
7 approved by the Superintendent. In reviewing the local administrator's action, the
8 Superintendent shall consider the following:

- 9
- 10 1. Uniform and equitable distribution of duties among employees;
- 11
- 12 2. Special needs of the school;
- 13
- 14 3. Special needs, abilities, handicaps, and/or limitations of the individual employee;
- 15
- 16 4. Efficient use of employee time;
- 17
- 18 5. Extent of the employee's voluntary contribution of time to school or District activities.
- 19

20 E. Length of School Year

21
22 ~~The District and Association agree to the following starting and ending dates for each work~~
23 ~~year:~~

24
25 ~~2011-2012: 8/10/11—5/25/12 (Teacher Workday: 8/9/11)~~
26 ~~2012-2013: 8/7/12—5/23/12 (Teacher Workday: 8/6/12)~~
27 ~~2013-2014: 8/6/13—5/22/14 (Teacher Workday: 8/5/13)~~

28
29 ~~Calendars for 2010-11 and 2011-12 are attached as Exhibits "C" and "D."~~

30
31 ~~Starting with the 2010-11 school year, the total number of assigned annual days of work for~~
32 ~~traditional schedule full-time employees is 176, consisting of 175 teaching days and one (1)~~
33 ~~workday, with corresponding salary reduction until June 30, 2014. This includes the~~
34 ~~elimination of 3 staff development days started in 2009-10. Calendars for 2010-11 and~~
35 ~~2011-12 will be developed mutually by the District and MTA. For the 2012-13 and 2013-14~~
36 ~~school years the District and Association shall meet on or before February 6th to schedule~~
37 ~~the reduced instructional days (furlough days) for the succeeding school year.~~

38
39 Certificated full-time employees (except psychologists, Child Development Programs and
40 Head Start) will work 185 days consisting of 180 teaching days, two (2) workdays, and three
41 (3) staff development days.

42
43 A joint calendar committee composed of District representatives and other stakeholder
44 representatives will meet to provide input in developing a master calendar which includes
45 traditional schedule, holidays and breaks.

1 ~~The workday is to be scheduled prior to the beginning of school.~~ All teachers will be
2 released at 12:00 noon on ~~the~~ a workday prior to the first attendance day so they may attend
3 the MTA General Membership Meeting.

4
5 New teachers to the District will have three additional workdays in their initial year which
6 precedes the scheduled workdays.

7
8 Counselors may be scheduled for days mutually agreed to by the counselor and principal.

9
10 Psychologist work year – the total number of assigned annual days of work for full-time
11 school psychologists is ~~184~~ 190.

12
13 The District and the Association agree to change the high school schedule by extending the
14 lunch periods from thirty (30) to thirty-five (35) minutes, thus extending the dismissal time
15 by five (5) minutes (Exhibit “E”). A modified block schedule for 9-12 schools is effective
16 July 1, 2010 (Exhibit “F”).

17
18 F. Minimum Days (Per School Year)

19
20 Twelve (12) minimum days or time equivalent of student/non-contact times for grades
21 7-12 to be utilized for school and professional activities as scheduled by the principal after
22 consultation with the school staff.

23
24 Twenty-seven (27) minimum days for grades 1-6. No more than six (6) of the twenty-seven
25 (27) minimum days will be used for parent conferencing. Nine (9) of the days will be used
26 for collaboration and District professional activities, one per month. The nine (9) minimum
27 days of collaboration time will be 65 minutes after the end of the regular minimum day
28 schedule. The remaining days will be utilized for school and professional activities as
29 scheduled by the principal after consultation with the school staff. ~~For the 2011-12,~~
30 ~~2012-13, and 2013-14 school years, the nine (9) days for collaboration have been suspended.~~
31 ~~For these years, the total number of minimum days, K-6, shall not exceed eighteen (18) days.~~

32
33 Special Education classes shall have minimum days as stated above.

34
35 One of the existing minimum days shall be used as a minimum day the Wednesday prior to
36 Thanksgiving.

37
38 G. Elementary Preparation Periods, Grades 1-6

39
40 There shall be a weekly elementary preparation period at each elementary school site
41 (which includes special education), for grades 1-6 within the following guidelines:

- 42
43 1. ~~Sixty (60) minutes~~ Two thirty (30) minute preparation time for each 1-6 teacher.
44
45 2. ~~District agrees, in conjunction with the Modesto Teachers Association, to revise the~~
46 ~~elementary preparation period from two, one-half hour periods per week to one full~~

hour per week.

3.2. The regular teacher on preparation time shall not be responsible for or interrupted for purposes of handling student discipline for misconduct occurring during preparation time.

4.3. The District will make a good faith effort to allow elementary teachers the use of their own room for preparation; however, at schools where facility considerations make this unrealistic, teachers may not be able to use their own rooms for preparation.

5.4. All elementary teachers may organize their day to facilitate up to 60 additional minutes per week beyond the contractually required 60 minutes of preparation. The additional minutes are described as a supplementary preparation plan for the purpose of this agreement.

6.5. Any first through sixth grade supplementary preparation plan to add additional preparation time must be educationally valuable and must comply with course requirements consistent with Education Code.

7.6. The supplementary preparation plan must be approved by the site administrator and Director of Educational Services. When the District receives proposals from the teachers, the District will forward a copy of the proposal to the Modesto Teachers Association.

8.7. All teachers participating in the supplementary preparation plan do so voluntarily.

9.8. The District will determine when each 1-6 teacher shall have ~~the sixty (60)~~ two thirty (30) minutes preparation period each week.

H. Language, Speech and Hearing Specialists will have sixty (60) minutes of preparation time each week. The remaining instructional minutes will be filled with student instruction or assessment. Preparation time may be scheduled on different days of the week and sites.

I. Duty Free Lunch (K-6)

The District and Association agree that all K-6 teachers will have a duty free lunch on all school days. A duty free lunch may be circumvented by assigning additional duties on rainy days. On rainy days, for sites that are unable to develop a system to free teachers for their full lunch period, principals may assign from one to five teachers on a rotating basis to supervise students. In all cases, teachers will receive a full 30-minute lunch.

J. Period Assignment for 7-8 Teachers

The principal may assign teachers to periods 0-6 or periods 2-8. In such cases, the preference of all staff members will be taken into account. No involuntary assignment shall

1 be made to periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods
2 needed.

3
4 If a teacher is involuntarily assigned to a 0-6, or 2-8 schedule they will not be involuntarily
5 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
6 credentialed to teach the eighth period subject.

7 Teachers in grades 7-8 will be assigned over the eight period day (5 class periods, 1 lunch,
8 and 1 preparation period), either periods 0-6, 1-7 or 2-8. If mutually agreed between the
9 teacher and principal, a teacher may be assigned non-consecutively (i.e. 1-3 and 5-8). Failure
10 to mutually agree shall not cause any reprisals or negative actions towards the teacher.

11 Teachers may be assigned periods 1-8 or 0-7 (6 class periods, 1 lunch period, and 1
12 preparation period) on a voluntary basis. Teachers will receive an 8th period stipend for six
13 teaching periods (i.e. classes paid as 8th period stipend).

14
15 If there are not enough credentialed and qualified teachers to teach the needed 8th period
16 optional(s) at a 7-8 site(s), then credentialed and qualified teachers at the other 7-8 sites will
17 be offered the optional period(s). If no 7-8 teacher is interested, then qualified teachers at
18 the K-6 and 9-12 level will be given the opportunity to fill the need. If there are no K-12
19 teachers available or willing to teach the 8th period optional(s), then the principal at the
20 individual 7-8 school may assign a credentialed and qualified teacher from their staff to
21 teach the needed 8th period optional(s).

22
23 It is believed that during scheduling, a random distribution of subjects will be needed for the
24 six class period assignments.

25
26 **K. Period Assignment for 9-12 Teachers**

27
28 Upon mutual agreement, the principal will normally assign staff at grades 9-12 to periods
29 1-7 unless there is a need to assign to periods 0-6 or 2-8. In such cases, the preference of all
30 staff members will be taken into account. No involuntary assignment shall be made to
31 periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed.

32 If a teacher is involuntarily assigned to a 0-6 or 2-8 schedule they will not be involuntarily
33 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
34 credentialed to teach the eighth period subject.

35
36 A 9-12 teacher may be assigned over the eight period day (5 class periods, 1 lunch period,
37 1 preparation period) if mutually agreed between the teacher and principal (for instance,
38 periods 1-3 and 5-8). Failure to mutually agree shall not cause any reprisals or negative
39 actions towards the teacher.

40
41 Teachers in grades 9-12 may be assigned to teach six classes in the fall semester and four
42 classes in the spring semester to help alleviate class size problems. The following process
43 shall be used for this reassignment. The principal shall first ask for volunteers from
44 qualified teachers in the department. If there are no volunteers, the teacher with the least
45 District-wide seniority may be assigned to six (6) classes in the fall and four (4) classes in

1 the spring.

2
3 L. Emergency School Closure

4
5 If school is closed on an emergency basis, other than a work stoppage, the District will make
6 all reasonable efforts to get a waiver during the current school year from the state so the time
7 does not have to be made up for state funding. In the event it is not possible to get a waiver,
8 and it is necessary to make up the time as an express condition to get state funding, then the
9 bargaining unit will make up the minimum time and/or days necessary for state funding. In
10 such a case, the time necessary will be mutually rescheduled by the District and the
11 Association.

12
13 M. ~~At all schools the teacher shall have three full workdays after the end of the quarter (not~~
14 ~~including weekends and holidays) to submit the grades to the District. Quarter, semester~~
15 ~~and trimester grades are due the last day of the grading period.~~

16
17 N. ~~For 1992-93, MTA and the District agree that the starting and ending times for the high~~
18 ~~schools will be the same as they were for the 1991-92 school year. Mark Twain Junior High~~
19 ~~School will have the same starting and ending times as they had for the 1991-92 school year.~~
20 ~~The three other 7-8 schools will have starting times of 9:00 a.m. and corresponding changes~~
21 ~~in ending times (Exhibit "G"). MTA and the District agree to the starting and ending times~~
22 ~~for elementary schools as listed on Exhibit "H."~~

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
45 4. Personal Necessity Leave

- 1 5. Absence in Excess of Earned Sick Leave
- 2
- 3 6. Pregnancy Leave
- 4
- 5 7. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household
- 6
- 7 8. Bereavement Leave
- 8

9 D. LEAVES

- 10
- 11 1. A good faith effort shall be made to return the employee to the same school and
- 12 department in the high school and junior high school and grade level in elementary
- 13 schools.
- 14
- 15 2. The District at any time may require supporting evidence including documentation, if
- 16 appropriate, or state reason for leave. Such evidence shall be required within a
- 17 reasonable time. False statements related thereto shall be grounds for withholding
- 18 leave benefits and for such other disciplinary action as the District deems appropriate.
- 19
- 20 3. Employees returning from leave of absence of indefinite duration shall provide notice
- 21 of return to the Human Resources Office within one week of their planned return.
- 22
- 23 4. Except for unforeseen conditions beyond the control of the employee, which prevent
- 24 timely return to work, an employee who fails to return to work at the expiration of
- 25 approved leave shall be deemed to be absent without justification, and be subject to
- 26 disciplinary action.
- 27
- 28 5. Effect on Progressive Salary Advancement. Time spent on the following leaves
- 29 counts as part of the service required for progressive salary advancement:
- 30
- 31 a. All Paid Leaves
- 32
- 33 b. Exchange Leave
- 34
- 35 c. Federal Grant Leave
- 36
- 37 d. Military Leave
- 38
- 39 e. Legislative Leave
- 40
- 41 f. Organization Leave
- 42
- 43 g. Association Leave
- 44
- 45 h. Sabbatical Leave
- 46

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

- 1 6. Time Limits. No leave, except Military Leave, may be approved beyond June 30 of any
2 school year. In case a leave might require absence in two different school years, an
3 extension of said leave may occur.
4
- 5 7. Leave Credit and Payment for Part-time Employees. In the case of employees who
6 work less than a full-time basis, the accumulation of leave credit and the payment of
7 salary shall not exceed the pro-rata share of full leave credit of salary payment, unless
8 expressly provided otherwise in this Agreement. For part-time employees, full salary
9 means the salary to which the employee would normally be entitled, but no part-time
10 employee shall receive leave credit or salary for days on which the employee would not
11 be required to work.
12
- 13 8. Notwithstanding any restrictions on eligibility for a particular leave contained in this
14 Agreement, if the statutes of this state require the District to authorize such a leave, the
15 employee shall be deemed eligible for such leave.
16

17 E. Sick Leave

- 18
- 19 1. Eligibility: All contracted certificated employees except hourly.
20
- 21 2. Compensation: Full salary.
22
- 23 3. Provisions:

- 24
- 25 a. Full-time employees shall receive ten (10) days of sick leave yearly.
26

27 Certificated employees who are employed on less than a full-time basis shall accrue
28 sick leave as follows:
29

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

- 30
- 31
- 32
- 33 b. After ~~fifteen (15)~~ ten (10) consecutive days of absence, an employee shall submit a
34 "leave of absence" form to the Human Resources Office.
35

36 Proof of illness of the employee may be required if absences for the school year
37 exceed twenty (20) days. The Associate Superintendent, Human Resources may
38 require a written, signed certificate as proof of illness from a licensed medical
39 practitioner.
40

41 In addition, if such leave privileges appear to be abused by repeated one or partial
42 day absences, the Associate Superintendent, Human Resources or designee may
43 require proof of illness including a licensed medical practitioner's verification of
44 illness. Lack of satisfactory proof of illness shall result in a refusal to allow such
45 time off to be charged to sick leave and will be considered unpaid leave.
46

- 47 c. Failure to give adequate notice of absence or intent to return to duty after such
48 absence may be grounds for disciplinary action.
49

1 d. The District may require a physical examination by a licensed physician, at District
2 expense, to confirm fitness to resume duties before the employee is eligible to return
3 to work.

4
5 e. Falsification of information may be grounds for disciplinary action. The employee
6 shall be notified within five (5) working days of his return when an absence is
7 questioned.

8
9 If after the five (5) days the site administrator has objectively substantiated evidence
10 that the employee has falsified the stated reasons for absence, the employee may be
11 required to respond to such evidence.

12
13 This does not preclude discussion between the site administrator and the employee
14 concerning the stated reasons for absence.

15
16 f. Teachers will be able to donate up to five days of sick leave per year to other
17 bargaining unit members who are determined to be terminally ill, or are suffering
18 from an illness that could prove terminal, once the ill teacher's sick leave has been
19 exhausted. This provision is not subject to District approval or limitation by site. A
20 spouse, child, sibling or parent may donate an unlimited number of their sick leave
21 days to said relative.

22
23 ~~g. A spouse, child, sibling or parent may donate an unlimited number of their sick~~
24 ~~leave days to said relative.~~

25
26 F. Sick Leave-Illness or Hospital Confinement of Members of Immediate
27 Household

28
29 1. Eligibility: All contracted certificated employees except hourly.

30
31 2. Maximum Time Five (5) days for one illness.
32 Limit:

33
34 3. Compensation: Full salary.

35
36 4. Provisions:

37
38 An employee's absence for serious illness or hospital confinement of a member of the
39 immediate household of the employee shall be charged, at the election of the employee,
40 against accumulated sick leave without loss of pay. Such leave shall not exceed five (5)
41 days for any one illness nor be for less than one-half (1/2) day.

42
43 Proof of illness of immediate family member may be required where absence exceeds
44 five days. The Associate Superintendent, Human Resource or designee may require a
45 written signed certification as proof of illness from a licensed medical practitioner.
46

1 After available "personal necessity" and "sick leave – illness or hospital confinement of
2 member of immediate household" – have been exhausted, an additional five days of
3 available sick leave may be taken at full pay ~~followed by up to 15 days at the daily rate~~
4 ~~of pay less all costs associated with providing substitute coverage~~ (implementation
5 2003-04).
6

7 Members of the immediate family are defined as husband, wife, mother, father, sister,
8 brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-
9 law, daughter-in-law, grandchild, foster parent, step-parent, step-child, domestic partner
10 or any relative of either spouse living in the immediate household of the employee.
11

12 G. Industrial Accident or Industrial Illness Leave

- 13
14 1. Eligibility: For employees as provided by law.
15
16 2. Maximum Time Sixty (60) work days.
17 Limit:
18
19 3. Compensation: Full salary.
20
21 4. Provisions:

22 Pursuant to the provisions of Education Code Sections 44984 and 45192, employees
23 shall be provided leave of absence for industrial accident or illness under the following
24 rules and regulations:
25

- 26
27 a. The accident or illness shall have arisen out of and in the course of employment and
28 shall be accepted as a bona fide injury or illness arising out of and in the course of
29 employment by the State Compensation Fund.
30
31 b. Allowable leave for each industrial accident or illness shall be for the number of days
32 of temporary disability not to exceed sixty (60) working days in any one fiscal year.
33
34 c. Allowable leave shall not be accumulated from year to year.
35
36 d. The leave under these rules and regulations shall commence on the first day of
37 absence.
38
39 e. When an employee is absent from duty due to industrial accident or illness, the
40 employee shall be paid such portion of the salary due for any month in which
41 absence occurs, as when added to the employee's temporary disability indemnity
42 under Division 4 or Division 4.5 of the Labor Code, shall result in payment to the
43 employee of not more than full salary.
44
45 f. Industrial accident or illness leave shall be reduced by one (1) day for each day of
46 authorized absence regardless of temporary disability indemnity award.
47

- 1 g. When an industrial accident or illness leave extends into the next fiscal year, the
 2 employee shall be entitled to only the amount of unused leave due him for the same
 3 illness or injury.
 4
- 5 h. During any paid leave of absence, the employee shall endorse to the District the
 6 temporary disability indemnity checks received due to his/her industrial accident or
 7 illness. The District, in turn, shall issue the employee appropriate salary warrants in
 8 payment of the employee's salary and shall deduct normal retirement and other
 9 authorized contributions.
 10
- 11 i. The benefits provided by these rules and regulations shall be applicable to
 12 employees upon employment.
 13
- 14 j. Any employee receiving benefits as a result of these rules and regulations shall,
 15 during the period of injury or illness, remain within the State of California unless the
 16 governing board authorizes travel outside of the state.
 17
- 18 k. Upon termination of the industrial accident or illness leave, the employee shall be
 19 entitled to the benefits provided for sick leave (Education Code Sections 44977,
 20 44978, 44983) and his/her absence for such purpose shall be deemed to have
 21 commenced on the date of termination of the industrial accident or illness leave,
 22 provided that if the employee continues to receive temporary disability indemnity,
 23 he/she may elect to take as much of his/her accumulated sick leave which, added to
 24 his/her temporary disability indemnity shall result in payment to him/her of not more
 25 than his/her full salary.
 26

27 H. Bereavement Leave
 28

- 29 1. Eligibility: All contracted certificated employees except hourly.
 30
- 31 2. Maximum Time For spouse, registered domestic partner, parent, child, or if the
 32 employee is the main
 33 Limit: caregiver, trustee of the estate or holds power of attorney status,
 34 seven days will be granted for Bereavement Leave. Verification of
 35 status may be required by the Human Resources Office. For all
 36 others defined below in paragraph 4, three work days, or five work
 37 days if travel is over 300 miles.
 38

- 39 3. Compensation: Full salary.
 40

- 41 4. Provisions:
 42

43 Others defined in this section include mother-in-law, father-in-law, grandmother,
 44 grandfather, grandmother-in-law, grandfather-in-law, grandchild of employee or of the
 45 spouse of the employee, daughter-in-law, son-in-law, brother and sister of employee,
 46 brother and sister-in-law, aunt and uncle.
 47

48 Bereavement Leave may be extended through use of Personal Necessity Leave.
 49

1 I. Sabbatical Leave

2
3 1. Requirements:

4
5 a. Status: Employee with permanent status.

6
7 b. Service:

8
9 1) Employees shall have rendered service in a certificated position or positions in
10 the District for at least seven (7) consecutive years preceding the beginning of
11 a leave. A minimum of 150 full-time equivalent days shall have been served
12 during each of such years, dated from the beginning of a semester. Only
13 service rendered subsequent to return from the most recent Sabbatical Leave or
14 subsequent to the most recent commencement of service is counted. Time
15 spent on a leave is not considered as a break in continuity of service but cannot
16 be included as part of the seven-year service except that the time spent on paid
17 military leave, on exchange leave, or federal grant leave for not more than one
18 (1) year may be included as part of the seven-year service requirement.

19
20 2) During the two (2) consecutive semesters immediately preceding the beginning
21 of the leave, the employee shall have served a minimum of 150 days in the
22 District or have been on military or federal grant leave during the two (2)
23 immediately preceding semesters.

24
25 3) The employee shall have served satisfactorily for the three (3) years of service
26 immediately preceding the period of the leave.

27
28 Note: When more requests for Sabbatical Leave are received than can be
29 granted, those with least priority shall be denied. Factors that shall be among
30 those considered in granting Sabbatical leaves shall include, but not be limited
31 to: compliance with application requirements, eligibility, value of the program
32 to the District, seniority in the District, length of leave--semester or year,
33 ability of District to finance leaves, whether leave has been previously granted.

34
35 c. The employee is obligated to serve two full years after they return from the
36 Sabbatical Leave.

37
38 d. Length of Leave:

39
40 Sabbatical Leaves shall be granted for no less than one (1) full semester nor for
41 more than one (1) full year.

42
43 e. Compensation:

44
45 An employee on Sabbatical Leave shall receive 50% of his/her basic salary.
46 (Retirement and health benefits shall be prorated to a maximum of 50%).
47

1 2. Request for Sabbatical Leave:

2
3 A preliminary request for Sabbatical Leave should be filed in the office of the building
4 principal by October 15 for leaves to begin September 1 of the following year. Final
5 plans shall be submitted to the Associate Superintendent, Human Resources by
6 November 1. Applications received after November 1 shall not be given consideration.
7 If the leave is to begin the second semester of the next school year, the preliminary
8 request should be submitted no later than March 1, and the final plans May 1.
9 Applications received after March 1 shall not be given consideration. Requests for leave
10 shall be submitted in writing and shall state the purpose for which the leave is to be
11 granted. If the leave is to be granted for study, the request shall indicate the location of
12 the proposed study, the major work to be undertaken, and how the proposed study
13 relates to the professional responsibilities of the teacher. If the leave is requested for
14 travel, the request shall indicate the total travel plan of the applicant together with the
15 relation of this travel plan to the applicant's professional responsibilities.

16
17 Not more than one percent (1%) of the employees in the unit shall be on Sabbatical
18 Leave at any time.

19
20 The District shall convene the Sabbatical Leave Committee no later than November 15.
21 Recommendations shall be submitted to the Superintendent no later than December 1.
22 The Superintendent shall consider the Committee's recommendation and submit
23 recommendations to the Board of Education. The Board's decision shall be final. A
24 reasonable effort shall be made to present recommendations to the Board of Education
25 no later than the December meeting of the Board.

26
27 3. Sabbatical Leave Committee:

28
29 The Sabbatical Leave Committee shall consist of at least five (5) full-time certificated
30 employees; each member of the Committee shall have had a Sabbatical Leave. In the
31 event there are not a sufficient number of such persons available, additional members
32 shall be appointed by the Superintendent as needed and be representative of both
33 elementary and high school. The Sabbatical Leave Committee shall act as an advisory
34 committee on Sabbatical Leaves and recommend leaves to the Superintendent.
35 Members of the Committee shall serve a period of two (2) years and be eligible for
36 reappointment only once in five (5) years after the expiration of the term of office.

37
38 4. After Sabbatical Leave:

39
40 The District shall accord good faith consideration to employee preferences relating to
41 work site for employees returning at the expiration of a Sabbatical Leave.

42
43 5. Retirement:

44
45 Sabbatical Leaves shall count toward retirement, and full retirement contributions shall
46 be deducted from warrants in the usual manner.

1 6. Types of Sabbatical Leaves:

- 2
- 3 a. Leave for Travel: Travel shall constitute a planned program involving a substantial
- 4 portion of the year of leave. Such travel shall have educational value as its purpose.
- 5 A complete plan for such travel shall be submitted with the original application for
- 6 leave. Evidence of travel experiences shall be presented upon return to the District.
- 7 Such evidence may include, but not be limited to personal photographs, slides, and
- 8 other materials, including passport documents.
- 9
- 10 b. Approved Study: An approved study leave is one during which the employee
- 11 pursues a program of upper division or graduate study in residence (not
- 12 correspondence courses) in an accredited institution of higher learning including
- 13 foreign universities. The courses shall relate to the present or prospective service of
- 14 the employee or shall qualify him/her for a needed credential or higher degree. The
- 15 courses shall be completed and credited within the leave period. The completion of
- 16 previous incomplete courses and/or the completion of work after the end of the
- 17 leave period cannot be used to fulfill sabbatical obligations.
- 18
- 19 c. Work Sabbatical: An approved work leave is one in which the employee is
- 20 employed in an occupation related to a teaching assignment and works full or part-
- 21 time in the location of the temporary employer. A specific work plan shall be
- 22 cooperatively developed by employer and school employee. A commitment shall
- 23 be required from the temporary employer specifying acceptance for the period of
- 24 the Work Sabbatical. The temporary employer shall pay the remaining 50% of
- 25 salary for the period employed. Total payment would not exceed the amount
- 26 prescribed by the current salary schedule. The District may request the temporary
- 27 employer to complete an evaluation. The District may conduct periodic evaluation
- 28 of the employee and the work assignment.
- 29
- 30 d. Combination: Requests may be made for Sabbatical Leave combining study, travel,
- 31 and/or work.
- 32

33 7. Failure to Complete Leave:

34

35 If a Sabbatical Leave cannot be completed for some unforeseen reason or circumstance

36 beyond the employee's control, partial compensation may be obtained only if a

37 significant portion of the original purpose of the leave has been accomplished. If

38 compensation is allowed, it shall be on a prorated basis according to the portion of the

39 requirements of the leave completed. Under special circumstances, the Sabbatical Leave

40 Committee may recommend other projects in lieu of travel or study.

41

42 8. Change of Plan:

43

44 Type of Sabbatical Leaves may be combined to one (1) semester or in separate

45 semesters or in quarters.

46

1 9. Time for Study and Travel:

2
3 Sabbatical obligations shall be pursued during the period of the leave. Summer travel or
4 study or work does not fulfill Sabbatical Leave obligations.

5
6 10. Status Report:

7
8 An employee on Sabbatical Leave shall keep the Associate Superintendent, Human
9 Resources informed of his/her mailing address during such leave.

10
11 11. Final Report:

12 Each employee shall submit a typewritten final report to the Human Resources Office.

- 13
14
15 a. For a study leave, the report shall include a brief description of the courses
16 completed and their professional implications.

17
18 Note: For leaves involving college or university credit, an up-to-date
19 transcript shall be filed with the Human Resources Office no later
20 than September 1.

- 21
22 b. For travel leave, the report should be 1,500 or more words and include a description
23 of places visited and an evaluation of the experiences significant to the employee as
24 an educator.
25
26 c. For work leave, the report shall summarize the relevant work experience and its
27 implications for the employee's professional responsibilities.
28

29 12. Completion of Leave:

30
31 For an academic year sabbatical, the sabbatical final report should be filed by the
32 following December 1st. Half-year sabbatical leave reports should be filed within two
33 (2) months after the final date of the Sabbatical Leave. Payment for services rendered
34 after return to duty cannot be made until either:

- 35
36 a) The final report is submitted and approved by the Superintendent, or
37
38 b) The employee submits a statement asserting intention not to fulfill the leave
39 requirements, in which case no compensation may be paid for the leave and any
40 compensation received since inception of the Sabbatical Leave must be returned.
41

- 42 13. The Board may require that the employee furnish a suitable bond indemnifying the
43 Governing Board and the District against loss in the event the employee fails to render at
44 least two (2) years of service following the return of the employee from leave of
45 absence.
46

1 14. Payment:

2
3 Salary for Sabbatical Leave shall be paid in the same manner as if the employee were
4 rendering service in the District from which the Sabbatical Leave is taken upon the
5 furnishing by the employee of a suitable bond indemnifying the Governing Board and
6 said District against loss in the event the employee fails to return and render at least two
7 (2) years' service immediately following the Sabbatical Leave provided the employee
8 submitted, prior to such salary payment, a statement in accordance with procedures
9 established by the Superintendent showing compliance with the conditions of the
10 Sabbatical Leave Agreement. Such bond shall be released in the event the failure of the
11 employee to return and render such two (2) years' service is caused by the death or
12 physical or mental disability of the employee. If the governing board finds and by
13 resolution declares that the interests of the District will be protected by written
14 agreement of the employee to return to the service of the District and render the agreed
15 upon period of service therein following his/her return from the leave, the governing
16 board, in its discretion, may waive the furnishing of the bond and pay the employee on
17 leave in the same manner as though a bond is furnished.

18
19 15. Incomplete Sabbatical Leaves:

- 20
21 a. Due to Injury or Illness: Subject to Section D, paragraph 3 of this Article,
22 interruption of a Sabbatical Leave Program caused by serious injury or illness shall
23 not be considered a failure to fulfill the conditions upon which such leave was
24 granted nor shall interruption affect the amount of compensation to be paid under
25 the terms of the leave agreement provided:
26
27 1) Notification as soon as practicable of injury or illness during Sabbatical Leave
28 is given to the Superintendent by means of registered or certified letter, and
29
30 2) Written evidence verifying the fact that the interruption of the program was
31 due to serious injury or illness is filed promptly with the Human Resources
32 Division.
33
34 b. Due to Other Causes: An employee who fails to complete all the requirements of
35 the Sabbatical Leave due to serious illness in the family or other causes beyond
36 his/her control may receive compensation on a prorated basis if a significant portion
37 of the requirement is complete.

38
39 For an incomplete Sabbatical Leave originally approved for one year, fractional
40 portions of requirements completed may be one-fourth (1/4), one-half (1/2), or
41 three-fourths (3/4).

42
43 The completion of the fractional portion of the requirements shall have been
44 accomplished during the particular period for which the Sabbatical Leave was
45 authorized and prior to return to active duty or prior to the beginning of a leave
46 immediately following the sabbatical leave.
47

1 J. Military Leave

- 2
- 3 1. Eligibility: All employees.
- 4
- 5 2. Maximum Time Duration of military obligations.
- 6 Limit:
- 7
- 8 3. Compensation: As required by law.
- 9
- 10 4. Provisions:

11

12 In the case of a probationary employee, absence shall not count as part of the service

13 credit to attain permanent status. Absence shall not constitute a break in service.

14 Credit is granted toward advancement on the salary schedule while on military leave if

15 the employee returns within six (6) months of honorable discharge. Employees shall

16 submit applications as soon as practicable.

17

18 K. Community Service Leave

- 19
- 20 1. Eligibility: All contracted certificated employees except hourly.
- 21
- 22 2. Maximum Time Three (3) work days.
- 23 Limit:
- 24
- 25 3. Compensation: Full salary.
- 26
- 27 4. Provisions:
- 28
- 29 a) An employee who holds a responsible position as an officer in a local community
- 30 group or organization is elected to represent this organization in a regional, state,
- 31 national, or world conference, that individual may be granted at least one (1) leave
- 32 of absence during the school year not to exceed a total of three (3) days to attend
- 33 this conference as an official representative of his/her community organization
- 34 without loss of pay.
- 35
- 36 b) Attendance at such a conference shall be verified by travel or hotel receipts,
- 37 program, or other appropriate evidence of participation.
- 38
- 39 c) Upon return, the employee shall verify in writing attendance at the conference for
- 40 the period of leave and that the employee was not reimbursed or entitled to
- 41 reimbursement for any loss of salary.
- 42

43 L. Jury Duty

- 44
- 45 1. Eligibility: All contracted certificated employees except hourly.
- 46
- 47 2. Maximum Time Duration of duty.
- 48 Limit:
- 49

3. Compensation: Full salary (if fees paid by the court are endorsed to the District).
4. Provisions:
 - a) The District shall grant leaves of absence with pay for jury duty. Any fees paid for jury duty shall be endorsed to the District.
 - b) Employees called for jury duty shall notify their building principal immediately upon receipt of the jury summons. Notification of return shall be as soon as possible.

M. Personal Partial-Paid Leave

1. Eligibility: All contracted certificated employees except hourly.
2. Maximum Time Limit: Five (5) working days in any school year.
3. Compensation: Regular salary less the approved daily substitute rate.
4. Provisions:
 - a) Leave request shall be submitted through the principal to the Associate 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.*

1 Personal Necessity Leave shall not be used for recreation, extending weekends,
2 holidays or vacation.

3
4 *Advance approval shall be required during periods of work stoppages, sickouts or
5 other concerted activities.

6
7 O. Long Term Illness Leave

- 8
9 1. A Long Term Illness Leave may be granted an employee upon written verification from
10 the personal physician that illness or accident shall keep the employee from duty for a
11 definite period of time.
12
13 2. The employee shall receive regular salary until expiration of accumulated sick leave.
14
15 3. This leave, including accumulated sick leave and the five month differential pay
16 periods shall run consecutively.
17
18 4. The five month period for which an employee is entitled by statute to the difference
19 between his/her salary and the approved per diem pay of a substitute teacher shall
20 include any period of illness for which the employee is required to use his/her
21 accumulated sick leave.
22
23 5. When sick leave is exhausted and differential pay is being utilized, the employee shall
24 submit a leave of absence form with a medical practitioner's note confirming their
25 illness. If an employee fails to submit the leave of absence form and physician's note
26 upon return to service, the employee will be docked their daily rate for the number of
27 days absence they collected differential pay.
28
29 6. For any portion of the five months remaining after expiration of accumulated sick leave
30 (less ten (10) days allowed for current year) the employee shall receive only the
31 difference between his/her salary and the approved per diem pay of the substitute
32 teacher. However, if a replacement teacher is employed on contract to fill the position,
33 the employee shall receive the difference between his/her regular salary and Column I,
34 Step I of the approved salary schedule at the expiration of accumulated sick leave.
35
36 7. An employee shall not be provided more than one, five month differential pay period
37 per illness or accident. However, if a school year terminates before the five month
38 differential pay period is exhausted, the employee may take the remainder of the five
39 months' differential pay in the subsequent school year.
40
41 8. The District may require a physical examination at District expense to confirm fitness
42 to resume duties by a mutually acceptable medical practitioner before the employee is
43 eligible to return to work.
44
45 9. No gainful employment may be undertaken while on Long Term Illness Leave.
46
47 10. This section applies to all contracted certificated employees, except hourly.
48

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

- 2
- 3 1. When an employee is absent because of illness, quarantine or is on non-industrial
4 accident leave and has exhausted his/her accumulated sick leave and five months
5 differential pay, he/she may take a personal unpaid leave for up to one year. If the
6 employee does not return to work after the leave, he/she will be placed on a 39-month
7 re-employment list if he/she is a permanent employee and a 24-month re-employment
8 list if he/she is a probationary employee. Employees returning from unpaid personal
9 leave will be placed in available teaching positions based on the needs of the District.
10
- 11 2. In the event of personal leave granted as a result of illness, quarantine, or non-industrial
12 accident occurring under the provisions of this regulation, the employee, if permitted by
13 the carrier, is entitled to the opportunity to continue coverage under the District medical
14 insurance plan by personally paying premiums pursuant to forms and procedures
15 established by the District.
16
- 17 3. In consultation with the employee, the District may require a physical examination
18 by a licensed physician, at District expense, to confirm fitness to resume duties before
19 the employee is eligible to return to work.
20
- 21 4. This section applies to all contracted certificated employees, except hourly.
22

23 Q. Personal Leave

- 24
- 25 1. Eligibility: All contracted certificated employees except hourly.
26
- 27 2. Maximum Time One (1) academic year or remainder thereof.
28 Limit:
- 29
- 30 3. Compensation: No salary.
31
- 32 4. Provisions:
33
- 34 a. Employees shall be granted a leave of absence for personal reasons not to
35 exceed one (1) academic year or remainder of current year.
36
- 37 b. Personal Leave shall be for reasons not covered by other leaves and shall be in
38 the best interest of the District.
39
- 40 c. Requests for Personal Leave shall be submitted to the Associate Superintendent,
41 Human Resources through the principal. Requests for Personal Leave for one year
42 must be submitted thirty (30) days before the beginning of the academic year, if
43 practicable.
44
- 45 5. Personal Leave will not be granted to employees to engage in employment outside the
46 District with another school district.
47
- 48 6. The District retains the right to terminate employment if the employee is found to be
49 employed outside the District with another school district during the regular workday
50 while on Personal Leave.
51

1 R. Peace Corps Leave/Americorps

- 2
- 3 1. Eligibility: All tenured employees.
- 4
- 5 2. Maximum Time Two academic years.
- 6 Limit:
- 7
- 8 3. Compensation: No salary.
- 9
- 10 4. Provisions:
- 11
- 12 a. A Peace Corps Leave/Americorps may be granted to any tenured employee to serve
- 13 as a Peace Corps employee in any state, territory, or possession of the United States
- 14 or foreign country.
- 15
- 16 b. The employee shall have rendered service for at least three (3) years immediately
- 17 preceding the leave and shall be obligated to return to the District for at least two
- 18 (2) years following service in the Peace Corps/Americorps.
- 19
- 20 c. As soon as practicable, the employee shall submit a request in writing to the
- 21 principal; such request shall state the duration and location of the leave.
- 22
- 23 d. Peace Corps/Americorps Leave is limited to one (1) per certificated employee and
- 24 the Board of Education reserves the right to limit the number of participants in any
- 25 semester or year.
- 26
- 27 c. Time spent on Peace Corps/Americorps Leave counts as service for salary step
- 28 advancement. A minimum of ten (10) months or equivalent calendar days
- 29 employment with Teachers Corps shall receive one step advancement.
- 30

31 S. Teacher Corps Leave

- 32
- 33 1. Eligibility: All tenured employees.
- 34
- 35 2. Maximum Time One academic year unless extended for one additional year
- 36 Limit: by approval of the Board of Education.
- 37
- 38 3. Compensation: No salary.
- 39
- 40 4. Provisions:
- 41
- 42 a. A Teacher Corps Leave of Absence may be granted to any tenured employee to
- 43 serve as a teacher in the Teacher Corps in any state, territory, or possession of the
- 44 United States or foreign country.
- 45
- 46 b. The employee shall have rendered service for at least three (3) years immediately
- 47 preceding the leave and shall be obligated to return to the District for at least two
- 48 (2) years following service in the Teacher Corps.
- 49

- c. As soon as practicable, the employee shall submit a request in writing to the building principal, 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 employees.
- 2. Maximum Time Limit: One academic year. May be renewed annually during incumbency by the Board of Education.
- 3. Compensation: No salary.
- 4. Provisions:
 - a. An Organization Leave of Absence may be granted to a tenured employee to enable the employee to serve as an elected official of a recognized professional educational or employee organization and for the sole purpose of discharging the duties of such office.
 - b. Time spent on Organization Leave counts as service for salary step advancement. No credit is allowed for any other benefits.

U. Legislative Leave

- 1. Eligibility: All tenured employees.
- 2. Maximum Time Limit: One academic year. May be renewed annually during incumbency by the Board of Education.
- 3. Compensation: No salary.

1 4. Provisions:

- 2
- 3 a. A Legislative Leave may be granted to any tenured employee to serve on an
4 elective position in the city, county, state or federal government and for the
5 performance of any official duties connected therewith.
6
- 7 b. No salary or fringe benefit shall be paid by the District during the leave.
8
- 9 c. Time spent on Legislative Leave counts as service for salary step advancement.
10 No credit is allowed for any other benefits.
11
- 12 d. Requests for Legislative Leave shall be submitted as soon as practicable.
13

14 V. Association Leave

- 15
- 16 1. Eligibility: Three (3) persons designated by the Association except
17 home teachers, hourly independent study teachers, substitute
18 teachers, summer school, and adult school teachers.
19
- 20 2. Maximum Time One (1) academic year.
21 Limit:
22
- 23 3. Compensation: Full salary and fringe benefits.
24
- 25 4. Provisions:
- 26
- 27 a. The District shall grant up to three leave requests each year. The leave shall be
28 submitted, in writing, to Associate Superintendent, Human Resources by May 15 of
29 the preceding academic year.
30
- 31 b. Three (3) full-time equivalent shall be the maximum amount of leave available to
32 the Association each school year.
33
- 34 c. The Association shall reimburse the District the actual cost for all compensation
35 paid to the employee, including retirement and fringe.
36
- 37 d. Leave shall be taken for the entire academic year.
38
- 39 e. If leave is taken on less than a full-time basis, the employee shall be responsible for
40 non-classroom duties in the same proportion as the time spent teaching is to normal
41 teaching load.
42
- 43 f. A plan shall be submitted detailing the employee's work schedule and the manner
44 in which non-instructional duties are to be performed. Such plan shall be approved
45 by the principal and the District before the leave is granted.
46
- 47 5. In addition to the above, Association Leave may be granted by the District to an
48 individual for Association business on a short-term basis. This leave requires prior
49 approval by the District. The Association shall reimburse the District for the actual
50 cost of the substitute plus fringe benefits paid by the District.
51

1 W. Pregnancy Disability Leave

- 2
- 3 1. Eligibility: All contracted certificated female employees except hourly.
- 4
- 5 2. Maximum Time Length of disability.
- 6 Limit:
- 7
- 8 3. Compensation: Full salary--charged to accumulated sick leave.
- 9
- 10 4. Provisions:
- 11
- 12 a. Absence under Pregnancy Disability Leave shall be for disabilities caused or
- 13 contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
- 14
- 15 b. Leave shall commence on the date the physician certifies that the employee is
- 16 medically unable to work. The District shall be given notice as soon as practicable.
- 17
- 18 c. A statement in writing attesting to the condition of pregnancy shall be submitted by
- 19 the personal physician of the employee at the time the request is submitted for a
- 20 leave of absence for pregnancy disability. Such requests shall be received as soon
- 21 as practicable prior to commencement of the leave.
- 22
- 23 d. The leave shall terminate when the employee's physician certifies that the employee
- 24 is medically able to return to work. Notice of return to work shall be given as soon
- 25 as practicable.
- 26
- 27 e. When the absence extends beyond accumulated sick leave, the employee shall
- 28 receive the difference between regular salary and the amount paid to a substitute for
- 29 the length of time the employee is entitled by statute for such pay.
- 30

31 X. Child Care Leave

- 32
- 33 1. Eligibility: All contracted certificated employees except hourly.
- 34
- 35 2. Maximum Time One (1) academic year.
- 36 Limit:
- 37
- 38 3. Compensation: No salary.
- 39
- 40 4. Provisions:
- 41
- 42 a. Employees shall be granted a Child Care Leave for the purpose of childbearing or
- 43 childrearing.
- 44
- 45 b. If leave is requested for childbearing:
- 46
- 47 1) Pregnancy shall be confirmed in writing by the employee's personal physician.
- 48

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

3
4 c. If leave is requested for childrearing, the District may grant an employee such leave
5 as a result of de facto or de jure custody of a child four (4) years of age or less.

6
7 Y. Job Sharing

8
9 1. Eligibility: Permanent elementary teachers (grades K-6 only); provided,
10 however, a kindergarten class is not subject to being shared.
11 Maximum number of shared assignments will be fifteen (15).
12 No more than two shared assignments per site.

13
14 2. Maximum Time One year at a time. Must be approved by Associate
15 Limit: Superintendent, Human Resources yearly, prior to June 30
16 for the following year. If disapproved, the Associate
17 Superintendent, Human Resources will, upon written request
18 by the employees, provide the reasons in writing.

19
20 3. Compensation: One-half salary and full medical benefits.

21
22 4. Provisions:

23
24 Two permanent teachers may jointly file a request for a 50% leave of absence each,
25 based upon a desire to share a grade 1-6 teaching assignment or a school year,
26 provided:

27
28 a) If two teachers want to share an assignment, they shall file a request with the
29 District Human Resources Office by ~~May 31~~ May 15 in the school year prior to the
30 leave.

31
32 b) If either of the teachers who have agreed to share an assignment is unable to
33 complete the obligation, the other teacher will assume the responsibility of the
34 full-time assignment.

35
36 c) When the two teachers choose to go back to 100% positions, the District will place
37 the teachers in positions that are as alike as possible to their last 100% positions.

38
39 d) Report cards and progress reports will be completed by both teachers.

40
41 e) Parent conferences will be attended by both teachers.

42
43 f) Back to School Night and Open House will be attended by both teachers.

44
45 g) Teachers may substitute for each other.

46
47 h) Both teachers will teach together the first two days of the school year. Each teacher
48 will be given one full day sub to compensate them for this time.

1 i) Faculty Meetings – The afternoon teacher will communicate information to the a.m.
2 teacher. Both teachers will attend if necessary, by prior arrangement.

3
4 j) In-services or staff development activities will be attended by the appropriate
5 teacher, or both teachers.

6
7 k) Each teacher will teach the full day on alternate minimum days.

8
9 Z. Family Care Leave

10
11 This leave shall be granted in addition to other leaves in the contract.

12
13 1. Eligibility: Full-time certificated employees or an employee that has been
14 been employed for at least 12 months and has been employed for
15 at least 1,250 hours of service during the 12 month period
16 immediately preceding the commencement of the leave.

17
18
19 2. Maximum Time Limit: A total of twelve (12) workweeks in any 12-month period.

20
21
22 3. Compensation: No salary except as authorized pursuant to paragraph 4.d.

23
24 4. Provisions:

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

33
34 b. For purposes of this section:

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

38
39 (a) Under 18 years of age.

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

43
44 2) “Family care” means one of the following:

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

- 1 (b) Leave to care for a parent or spouse who has a serious health condition.
2
- 3 (c) Leave because of an employee's own serious health condition that makes
4 the employee unable to perform the functions of the position of the
5 employee, except for leave taken for disability on account of pregnancy,
6 childbirth or related medical conditions.
7
- 8 3) "Employment in the same or a comparable position" means employment in a
9 position that has the same or similar duties and pay which can be performed at
10 the same or similar geographic location as the position held prior to the leave.
11
- 12 4) "Health care provider" means either of the following:
13
- 14 (a) An individual holding either a physician's and surgeon's certificate issued
15 pursuant to Article 4 (commencing with Section 200) of Chapter 5 of
16 Division 2 of the Business and Professions Code, an osteopathic
17 physician's and surgeon's certificate issued pursuant to Article 4.5
18 (commencing with Section 2099.5) of Chapter 5 of Division 2 of the
19 Business and Professions Code, or an individual duly licensed as a
20 physician, surgeon, or osteopathic physician or surgeon in another state or
21 jurisdiction who directly treats or supervises the treatment of the serious
22 health condition.
23
- 24 (b) Any other person determined by the United States Secretary of Labor to
25 be capable of providing health care services under the Federal Family and
26 Medical Leave Act of 1993 and its implementing regulations.
27
- 28 5) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal
29 guardian, or other person who stood in loco parentis to the employee when the
30 employee was a child.
31
- 32 6) "Serious health condition" means an illness, injury (including on-the-job
33 injuries), impairment, or physical or mental condition of the employee or a
34 child, parent or spouse of the employee that involves either of the following:
35
- 36 (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential
37 health care facility.
38
- 39 (b) Continuing treatment or continuing supervision by a health care provider.
40
- 41 c. The District shall not be required to pay an employee for any leave taken pursuant
42 to subdivision a., except as required by subdivision d.
43
- 44 d. An employee taking a leave permitted by subdivision a. may elect, or the District
45 may require, the employee to substitute for leave allowed under subdivision a., any
46 of the employee's accrued vacation leave or other accrued time off during this
47 period or any other paid or unpaid time off negotiated with the District. If an
48 employee takes a leave because of the employee's own serious health condition,
49 the employee may also elect, or the District may also require, the employee to

1 substitute accrued sick leave during the period of the leave. However, an employee
2 shall not use sick leave during a period of leave in connection with the birth,
3 adoption, or foster care of a child, or to care for a child, parent, or spouse with a
4 serious health condition unless mutually agreed to by the District and the employee.
5 The use of the employee's accrued vacation leave or other accrued time off,
6 including any accrued sick leave, shall run concurrently with and count towards the
7 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
33 f. Any employee taking leave pursuant to subdivision a. shall continue to be entitled
34 to participate in employee health plans for any period during which coverage is not
35 provided by the District under paragraph c. Any employee taking leave pursuant to
36 subdivision a. shall be entitled to participate in employee benefit plans, including
37 life, short-term or long-term disability or accident insurance, pension and retirement
38 plans, and supplemental unemployment benefit plans to the same extent and under
39 the same conditions as apply to an unpaid leave taken for any purpose other than
40 those described in subdivision a. In the absence of these conditions, an employee
41 shall continue to be entitled to participate in these plans, and in the case of health
42 and welfare employee benefit plans, including life, short-term or long-term
43 disability or accident insurance, or other similar plans, the District may, at its
44 discretion, require the employee to pay premiums, at the group rate, during the
45 period of leave, or other accrued time off, or any other paid or unpaid time off
46 negotiated with the District, as a condition of continued coverage during the leave
47 period. However, the nonpayment of premiums by an employee shall not constitute
48 a break in service, for purposes of longevity, seniority under any collective
49 bargaining agreement, or any employee benefit plan.

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

- 7
- 8 g. During a family care and medical leave period, the employee shall retain employee
9 status with the District, and the leave shall not constitute a break in service, for
10 purposes of longevity, seniority under the collective bargaining agreement, or any
11 employee benefit plan. An employee returning from leave shall return with no less
12 seniority than the employee had when the leave commenced, for purposes of layoff,
13 recall, promotion, job assignment, and seniority-related benefits.
- 14
- 15 h. If the employee's need for a leave, pursuant to this section, is foreseeable due to a
16 planned medical treatment or supervision, the employee shall make a reasonable
17 effort to schedule the treatment or supervision to avoid disruption to the operations
18 of the District, subject to the approval of the health care provider of the individual
19 requiring the treatment or supervision.
- 20
- 21 i. The District may require that an employee's request for leave to care for a child,
22 spouse, or a parent who has a serious health condition be supported by a
23 certification issued by the health care provider of the individual requiring care.
24 That certification shall be sufficient if it includes all of the following:
- 25
- 26 1. The date on which the serious health condition commenced.
 - 27
 - 28 2. The probable duration of the condition.
 - 29
 - 30 3. An estimate of the amount of time that the health care provider
31 believes the employee needs to care for the individual requiring
32 care.
 - 33
 - 34 4. A statement that the serious health condition warrants the
35 participation of a family member to provide care during a period of
36 the treatment or supervision of the individual requiring care.
 - 37
- 38 j. Upon expiration of the time estimate by the health care provider in paragraph i.,
39 the District may require the employee to obtain recertification in accordance with
40 the procedure provided in paragraph i., if additional leave is required.
- 41
- 42 k. The District may require that an employee's request for leave because of the
43 employee's own serious health condition be supported by a certification issued by
44 his or her health care provider. That certification shall be sufficient if it includes all
45 of the following:
- 46
- 47 1. The date on which the serious health condition commenced.
 - 48
 - 49 2. The probable duration of the condition.

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

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

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

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

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

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

- 30 1. These leave of absence provisions shall be construed as separate and distinct from
31 those of Government Code Section 12945.
32
- 33 m. Leave provided for pursuant to this section may be taken in one or more periods.
34 The 12-month period during which 12 workweeks of leave may be taken under this
35 section shall run concurrently with the 12-month period under the FMLA, and shall
36 commence the date leave taken under the FMLA commences.
37
- 38 n. In any case in which both parents entitled to leave under subdivision a. are
39 employed by the District, the District shall not be required to grant leave in
40 connection with the birth, adoption, or foster care of a child that would allow the
41 parents' family care and medical leave totaling more than the amount specified in
42 subdivision a.
43
- 44 o. Notwithstanding subdivision a., the District may refuse to reinstate an employee
45 returning from leave to the same or a comparable position if all of the following
46 apply:
47
- 48 1. The employee is a salaried employee who is among the highest
49 paid 10 percent of the District's employees.

- 1 2. The refusal is necessary to prevent substantial and grievous
2 economic injury to the operations of the District.
- 3
- 4 3. The District notifies the employee of the intent to refuse
5 reinstatement at the time the employer determines the refusal is
6 necessary under subparagraph o.2.
7

8 In any case in which the leave has already commenced, the District shall give the
9 employee a reasonable opportunity to return to work following the notice
10 prescribed by subparagraph o.3.
11

- 12 p. Leave taken by an employee pursuant to this section shall run concurrently with
13 leave taken pursuant to the federal Family and Medical Leave Act of 1993 (FMLA),
14 except for any leave taken under the FMLA for disability on account of pregnancy,
15 childbirth, or related medical conditions. The aggregate amount of leave taken
16 under this section or the FMLA, or both, except for leave taken for disability on
17 account of pregnancy, childbirth, or related medical conditions, shall not exceed 12
18 workweeks in a 12-month period. An employee is entitled to take, in addition to
19 the leave provided for under this section and the FMLA, the leave provided for in
20 Government Code Section 12945, if the employee is otherwise qualified for that
21 leave.
22

23 Family Care Leave for the Families of Covered Service Members: 24

25 Pursuant to law, the District shall grant family care leave for the employee of a
26 covered service member as follows:
27

- 28 a) Leave due to a qualifying exigency arising out of the fact that the employee's
29 spouse, child or parent is on active duty or call to active duty status in support
30 of a contingency operation as a member of the National Guard or Reserves.
31
- 32 b) Leave because the employee is a spouse, child, parent or next of kin of a
33 covered service-member with a serious injury or illness.
34

35 A.A. Willie Brown Pre-Retirement Leave 36

- 37 1. The District will provide a plan by (Willie Brown Pre-Retirement) which
38 employees who are preparing to retire may reduce their workload to half-time at
39 grades K-12 and/or to 60% at grades 7-12, pursuant to Education Code Section
40 44922. Education Code Section 44922 is incorporated by reference as it exists on
41 the date of ratification of this Agreement.
42
- 43 a. At grades 7-12, teachers may opt to work 60% (three classes) in the fall, three
44 classes in the Spring) or 50% work fall semester only.
45
- 46 b. At the 7-8 and 9-12 level, teachers may opt to work three classes in the fall
47 semester and two classes in the spring semester in order to qualify.
48

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

38

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

40

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

47

48 If both parents of a child are employed by Modesto City Schools at the same work site,
49 the entitlement to planned time off, described above, as to that child applies at any one

1 time only to the parent who first gives notice to his/her supervisor, such that the other
2 parent may take planned time off simultaneously as to that same child under the
3 conditions described above only if he/she obtains the supervisor's approval for the
4 requested time off.

5
6 The unit member shall request the planned time off by giving at least one (1) work day
7 advance notice to his/her supervisor and shall utilize accrued vacation, personal leave
8 (without pay), or accrued compensatory time off for purposes of the planned absence
9 authorized above.

10
11 The unit member taking the planned time off, described above, shall provide
12 documentation from the school or licensed child day care facility as proof that he/she
13 participated in school or licensed child day care facility activities on a specific date and
14 at a particular time. "Documentation," for purposes of this planned leave, means
15 whatever written verification of parental participation in activities the school or
16 licensed child day care facility deems appropriate and reasonable.

17
18 C.C. Leave for Spouse of Military Service Member

- 19
20 1. Eligibility: All contracted certificated employees except hourly.
21
22 2. Maximum Time Limit: Ten (10) days.
23
24 3. Compensation: None.
25
26 4. Provisions:

27
28
29 The District shall grant a request by any eligible employee who meets all
30 requirements of this section, and who is eligible for other benefits, to take up to a
31 total of ten (10) days of unpaid leave while their military spouse is home on leave.
32 A "qualified employee" under this leave is one who:

- 33
34 1. Is the spouse of a member of the armed forces, national guard or
35 reserves who has been deployed during a period of military conflict;
36
37 2. Works for an average of 20 or more hours/week;
38
39 3. Provides notice to District of his/her intention to take a leave within
40 two (2) business days of receiving official notice of the spouse's
41 leave; and
42
43 4. Submits written documentation of the military leave to the
44 employer.
45

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.

ARTICLE VI

CLASS SIZE

A. For grades K-6 Transitional Kindergarten-Grade 6:

1. For grades K-6 class size maximums as listed below:

TK/K	-	24.94 <u>25*</u>
1	-	24.94 <u>25*</u>
2	-	24.94 <u>25*</u>
3	-	24.94 <u>25*</u>
4	-	34
5	-	34
6	-	34

(*Before Class Size Reduction, the class size maximum for kindergarten was 33 and the class size maximum for 1st, 2nd, and 3rd grade was 32.)

Combination class size maximum shall be the lower of two grade levels.

Class size maximums can only be exceeded at grades 4-5-6 if teacher(s) sign a written waiver.

Class Size Reductions

The parties acknowledge that as a condition of receiving the additional funding grant for K-3 Class size reduction under the Local Control Funding Formula (LCFF) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02. The parties intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementation of the LCFF (currently 2020) as set forth in Education Code section 42238.02(d)(3)(D).

However, effective 2014-2015 and continuing for each subsequent school year until full implementation of the LCFF, the parties agree to an “alternative annual average class size enrollment for each school site” within the meaning of Education Code section 42238.02(d)(3)(B). Under this alternative, the District shall make annual progress at each school site toward the 24:1 goal by full implementation of the LCFF, but the amount of progress at each school site shall be flexible and shall not be tied to the formula set forth in Education Code section 42238.02(d)(3)(B)(i)-(v).

• ~~The Association and the District agree to implement full day class size reduction in kindergarten and third grade at schools where space is available for the 2000-2001 school year.~~

- ~~• The District retains the discretion to exceed K-3 class size reduction maximums of 24.94 when enrollment, facilities, transportation or staffing precludes enrollment of a student residing in the District or otherwise legally entitled to enroll.~~
- ~~• The District shall continue the K-3 class size reduction ratio at 24.94:1 for the 2011-2012, 2012-2013, and 2013-2014 school years.~~
- ~~• K-3 class size reduction classes will not be increased to more than 27 to 1 in any single class. Once a class size exceeds 27 and remains at that level for 15 consecutive school days, a five-hour instructional paraprofessional will be provided.~~
- ~~• Selection of teachers to take the added students shall be on a volunteer basis. If no teacher volunteers, the principal will assign. Unless requested by the teacher, the overload class shall not be assigned to the same teacher for the following year.~~

2. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.
3. The District agrees to make a good faith effort to balance the number of students by the end of the ~~third~~ fourth week.
4. In grades K-6, no more than two (2) grade levels will compose a single class unless the teacher agrees.
- ~~5. The District agrees to a reduction in individual assessments, K-6, for the 2010-2011 through 2013-14 school years.~~

B. For grades 7-8:

1. At the junior high schools, the District agrees to make a good faith effort to balance class sizes by the end of the ~~third~~ fourth week of the beginning of the fall semester and by the beginning of the third week of the spring semester.
2. At the 7-8 level, the following class size maximums are agreed to:
 - a. 37 for all academic subjects
 - ~~b. 25 for all Reading Labs~~
 - e b. 57 for Physical Education
3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.
4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six classes in the fall and four classes in the spring, thus, balancing classes between first and second semesters.

1
2 5. The District shall make a good faith effort to maintain equitable class sizes during the
3 remainder of the semester.
4

5 C. For grades 9-12:
6

7 1. At the high schools, the District agrees to make a good faith effort to balance class sizes
8 by the end of the ~~third~~ fourth week of the beginning of the fall semester and by the
9 beginning of the third week of the spring semester.
10

11 2. At the 9-12 level, the following class size maximums are agreed to:
12

- 13 a. 39 for all academic core classes (Science, Social Studies, English, Math)
- 14 b. 60 for Physical Education
- 15 c. 40 for all other classes
16

17 3. The above paragraph may be waived by individual teachers for specific classes or
18 periods of time. The Association agrees that during the life of this agreement it will
19 neither discourage nor encourage class size waivers by individual teachers.
20

21 4. The intent of the District is to maintain class size averages by scheduling some teachers
22 to teach six classes in the fall and four classes in the spring, thus, balancing classes
23 between first and second semesters.
24

25 5. The District shall make a good faith effort to maintain equitable class sizes during the
26 remainder of the semester.
27

28 ~~D. Grade 9 CSR English Classes:~~
29

30 ~~The District and the Association agree that Grade 9 CSR English classes shall have a~~
31 ~~maximum class size of 22 students with an overall average class size not to exceed 20 for~~
32 ~~students who meet the District's placement criterion. This Class Size Reduction Agreement~~
33 ~~is contingent on the District receiving class size reduction funding for the 9th grade CSR~~
34 ~~English classes.~~
35

36 ~~The total number of students enrolled in CSR English classes will be determined as follows:~~
37

38 ~~1) $x/22=5/6$ 2) $6x=110$ 3) $x=110/6$ 4) $x=18.33$ Ratio ~~18.33~~~~
39

40 ~~Example:~~

41
42 ~~$130 \text{ students} \div 18.33 = 7.09 \times 1/6 = 1.20 \text{ FTE}$~~
43

44 ~~E.D. Contract Full-time Independent Study~~
45

46 A full-time Independent Study teacher shall carry 30 students per week (6 hours per day,
47 5 days per week).
48

1 F.E. QEIA

2
3 Orville Wright Elementary School will remain under the restrictions of the Quality
4 Education Investment Act (QEIA) Grant during the 2010-2011 school year and beyond, as
5 long as part of the QEIA Grant. There are three specific mandates that would prohibit the
6 elimination of Class Size Reduction at Orville Wright.

7
8 Class Size

9 The QEIA grant mandates compliance, by the end of the 2010-2011 school year, with all
10 class size reduction requirements in the statute – *Education Code* section 52055.740(a)(1).

11
12 These class size reduction requirements are:

- 13 • Not exceed 20 pupils per class in K-3
- 14 • Reduce class sizes at each grade level in grades 4-12 by 5 students per class,
15 or to an average of 25, whichever is lower
- 16 • Not increase any other class sizes in the school above the size used during
17 the 2005-2006 school year

18
19 Teacher Experience

20 The QEIA Grant further mandates, by the end of the 2010-2011 school year, that an average
21 experience of classroom teachers in the school be equal to or exceed the average for the
22 school district for this type of school – *Education Code* 52055.740(a)(4). Schools must use
23 the Teacher Experience Index (TEI) approved by the State Superintendent of Public
24 Instruction. The TEI for each type of school is posted on the CDE website. School districts
25 recalculate teacher experience average each year at the QEIA schools for comparison with
26 the district TEI target interim and final targets. By 2010-2011, QEIA schools must ensure
27 that their average level of teaching experience meets or exceeds the average level of district
28 teacher experience at either the elementary, middle, or high schools.

29
30 Professional Development

31 One final mandate of the QEIA Grant that must be considered for any discussion of the
32 elimination of CSR is the requirement to provide professional development to at least one-
33 third of teachers and instructional paraprofessionals in the school annually - *Education*
34 *Code* section 52055.740(b)(3). All teachers are required to obtain 120 hours in each three-
35 year period with one-third of the teachers meeting at least 40 hours in every year. This
36 requirement will be monitored by county superintendents.

37
38 School Improvement

39 The intent of the QEIA Grant is to improve student achievement. Professional
40 development, collaboration, increased parent participation, and emphasis on school culture,
41 vision, and mission are all parts of the improvement process. All teachers have been
42 actively involved in the redevelopment of school culture, mission and vision, a collaborative
43 culture, and parent involvement, as well as the professional development. Maintaining
44 consistency of the staff at the site is essential for continued improvement in student
45 achievement so relationships, collaboration, and culture continue to grow.

1 Proposal/Contract Language

2 In order to fully comply with the mandates of the QEIA Grant, Orville Wright Elementary
3 School must be exempt from the elimination of Class Size Reduction.

4
5 *Vacant positions at Orville Wright Elementary School shall not be subject to the transfer,*
6 *shifting enrollment, or internal posting requirements of the Collective Bargaining*
7 *Agreement. All vacant positions, regardless of the time of the year, shall be posted*
8 *internally and externally. The decision to hire an individual for an Orville Wright*
9 *Elementary School position shall be made by the interview committee which will be*
10 *composed of five members - three of whom must be Orville Wright Elementary School*
11 *teachers.*

12
13 Reference: *Education Code 52055.700* Quality Education Investment Act of 2006

ARTICLE VII

STAFFING RATIOS

1 ~~K Transitional Kindergarten~~-6 and 7-8 staffing shall be based on the number of students at the
2 end of the ~~third~~ fourth week of the school year.

- 3
4 1. TK/K-3: One teacher per 24.94 students as of the end of the first school month.*
5
6 2. 4-6: One teacher per 33.0 students as of the end of the first school month.
7

8 (~~*The District retains the discretion to exceed the K-3 staffing ratios for unique programs,~~
9 ~~including, but not limited to GATE, Fremont Open Plan, etc.)~~
10

- 11 3. 7-8: One teacher per 29.9 students.

12
13 ~~The 7-8 grade schools shall receive an additional 1.2 staffing positions per school that~~
14 ~~may be used for other than direct teaching.~~
15

16 ~~Minimum staffing ratio formula is indicated below for the eighth period assignment~~
17 ~~(6 teacher or 7 student periods) at the junior high level. Full year enrollment per site~~
18 ~~for remediation divided by 25 = minimum number of eighth period classes per site for~~
19 ~~remediation.~~
20

21 ~~Remedial reading labs staffed at 25:1 ratio.~~
22

23 Librarians - .5 per school.
24

25 Nurses - .2 per school.
26

- 27 4. K-6: Instrumental Music Teachers 8.8 (future reductions will be based on attrition)
28

- 29 5. K-6: Nurses 4.0
30

- 31 ~~6. K-6: Librarians 9.8 (total for District)~~
32

- 33 6. 7. 9-12: a) Librarian: 1 per school
34

35 b) Nurse: 0.2 per school
36

37 c) Teachers: The teaching staff allocation for grades 9-12 shall be based on
38 a 29.9:1 ratio applied to the adjusted enrollment figure.
39

40 9-12 Counselor Staffing Ratio:
41

42 The staffing ratio for regular High School Counselors shall not exceed a District average of

1 750:1 after applying adjusted enrollment figures.

2
3 College Counselor and Work Experience Coordinator assignments will be based on the
4 following ratio after adjusted enrollment figures have been subtracted:

5
6 College Counselors:

7 Below 2000 .60 FTE*

8 2001 – 2499 .80 FTE*

9 2500+ 1.00 FTE*

10
11 Work Experience:

12 Below 2000 .40 FTE*

13 2001 – 2499 .60 FTE*

14 2500+ .80 FTE*

15 Elliott .40 FTE*

16
17 *Reduction of FTE's will be made to correspond with the ratio.

18
19 d) Counselors: The counselor staff allocation for grades 9-12 shall be
20 based on a 750:1 ratio applied to the adjusted enrollment.

21
22 e) Adjusted Enrollment: The adjusted enrollment figure shall be obtained by using
23 projected first month enrollment, deducting the average
24 loss projected by attrition, adding selected special
25 education class enrollment, and deducting or adding the
26 respective corrections attributable to ROP and Work
27 Experience enrollments.

28
29 f) Attrition: The average loss projected by attrition shall be
30 computed by multiplying the projected first month
31 enrollment by an average of the attrition rates for the
32 prior three years. The attrition rates shall be deter-
33 mined by subtracting the average enrollment for each
34 year from the first month enrollment, then dividing
35 the result by the first month enrollment.

36
37 7. Continuation School: 1 teacher per 29.9 students.

38
39 8. High School: Minimum staffing ratio will be indicated below for
40 eighth period (7th instructional period) at the high
41 school level.

42
43 Full year enrollment x attrition factor
44 divided by 29.9, divided by 6 = FTE

45
46 9. Opportunity School: The staffing ratio for Opportunity School shall be 29.5 to 1.

1 10. Independent Study Teachers: Three full-time Independent Study Teachers shall be hired in
2 the District starting in the 2003-2004 school year. Independent Study Teachers may opt
3 into regular teacher vacancies, in their credentialed areas, for the 2008-2009 school year.
4 The District is not required to advertise or fill said contracted Independent Study positions if
5 they become vacant (LOA 5/15/09).

6
7 11. Resource Specialist Caseloads

8
9 Resource Specialist caseloads shall be based on the average for the year and in accordance
10 with Education Code when determining initial staffing allocations. Caseloads will be
11 reviewed each month to determine whether additional resources are needed immediately
12 based on consistent counts over caseload or trends in numbers from month-to-month.
13 Temporary assistance may be provided through sharing of resource time between sites that
14 are over 28 and those that are 20 or under. Assistance to overloaded sites may also be
15 provided by a rover, substitute or other additional time (e.g. paraprofessional allocation), or
16 at 7-12 with optional periods.

17
18 Evaluation of caseloads for determining reassignment of staff will be made at the first
19 trimester for K-6 and the first quarter for 7-12.

20
21 A Resource Specialist who has a caseload of 20 or less may be assigned temporarily to
22 assist at other sites for up to 30 days each year. This provision shall not be deemed a formal
23 reassignment or transfer as provided in Articles XIII and XIV.

24
25 The District will make a good faith effort to balance Resource Specialists' caseloads among
26 teachers at sites and across the District.

27
28 ~~12. Supplemental School Counseling Program~~

29
30 ~~The District agrees to implement the Supplemental School Counseling Program to the~~
31 ~~extent state funding is available. The District agrees to immediately advertise for 7-12~~
32 ~~counselors and, pending Board approval of the Supplemental School Counseling Program,~~
33 ~~hire counselors to implement the program. Said positions will be temporary and subject to~~
34 ~~continued state funding. Discontinue AB1802 Counseling beginning the 2010-2011 school~~
35 ~~year.~~

36
37 12. Chairperson for Nursing

38
39 Two days per week shall be allotted for department chairperson activities. The Nursing
40 Chairperson shall receive the stipend provided to other department chairpersons.

ARTICLE VIII

EVALUATION PROCEDURES

1 1. The District’s adopted employees’ evaluation procedures shall be for the purpose of
2 improving instruction and to maintain professional standards. The process is based upon
3 the “Continuum of Teacher Development” which is aligned with the California Standards
4 for the Teaching Profession (CSTP). The evaluation procedure shall evaluate and assess
5 employees’ competency as it is reasonably related to 1) engaging and supporting all
6 students in learning; 2) creating and maintaining an effective environment for student
7 learning; 3) understanding and organizing subject matter for student learning; 4) planning
8 instruction and designing learning experiences for all students; 5) assessing student
9 learning; 6) developing as a professional educator.

10
11 2. The evaluation and assessment of non-instructional employees’ competency shall
12 reasonably relate to the fulfillment of their job responsibilities.

13
14 3. The evaluation and assessment of employee competence shall ~~not include the use of~~
15 ~~publishers’ norms established by standardized tests including STAR Test scores. Further,~~
16 ~~mastery tests, benchmark tests, interim assessments, common finals or other District tests~~
17 ~~shall not be used as a means of evaluation unless agreed to by the Association and~~
18 ~~individual teacher in writing. The comparison of student test scores of the evaluatee with~~
19 ~~test scores from other classes may not be part of the evaluation process. Test score results~~
20 ~~or grade distributions shall not be included in the narrative of the evaluation. have~~
21 ~~established goals related to student progress for the school year, with at least one of the~~
22 ~~goals a standard of student achievement. The year-end final evaluation may include various~~
23 ~~data results written in the comments section of the final evaluation form. Measurements of~~
24 ~~student progress may include, but not limited to benchmark results, trimester assessments,~~
25 ~~unit assessments, DIBELS, Developmental Reading Assessment, SMART (Strategic and~~
26 ~~Specific, Measureable, Attainable, Results-Oriented, and Time-Bound) Goals, Read 180,~~
27 ~~Math 180, Formative Assessments, and other pre and post assessments.~~

28
29 4. The progress of pupils toward the established standards of expected pupil achievement
30 shall be included in the final evaluation, Form I, for instructional certificated employees.

31
32 Each first and second year temporary and probationary employee (instructional) shall
33 be responsible for a maximum of four (4) standards of student achievement (and related
34 means of assessment and evidence to be provided) which are representative of major
35 components of his/her instructional program.

36
37 Permanent employees whose last evaluation was satisfactory shall be responsible for
38 two (2) standards of student achievement.

1 5. Assessment of fulfillment of job responsibilities for non-instructional certificated
2 employees shall be included in the final evaluation, Form 1, for non-instructional
3 certificated employees.
4

5 Each employee (non-instructional) shall be responsible for a maximum of four (4) job
6 responsibilities (and related means of assessment and evidence to be provided) which are
7 representative of major components of his/her job description.
8

9 Permanent employees (non-instructional) whose last evaluation was satisfactory shall be
10 responsible for two (2) job responsibilities.
11

12 6. School Psychologists: The initial consultation and final conference relating to evaluation
13 shall be with the same single supervisor. The supervisor appointed as the evaluator may
14 seek input from the supervisors where the psychologist is assigned.
15

16 7. The certificated employee being evaluated and the supervising administrator shall meet no
17 later than October 31st for the initial consultation conference to discuss and/or review:
18

- 19 a. The administrator's expectation regarding the employee's duties and
20 responsibilities.
- 21 b. The evaluation forms and procedures.
- 22 c. The tentative schedule (dates and times) of observations.
- 23 d. The establishment of student achievement objectives based on the content
24 standards.
- 25 e. Any mitigating factors that may affect the certificated employee to meet the student
26 achievement objectives.
27

28 8. Performance of non-instructional duties and responsibilities involving supervisory and
29 advisory duties shall be included in the final evaluation, Form 1, for instructional and non-
30 instructional certificated employees.
31

32 9. Final evaluation comments must relate to administrative observations and/or written
33 communications to individual employees during the observation period.
34

35 10. Upon written request by the employee, any information of a derogatory nature which is four
36 (4) or more years old shall be removed and placed in a separate file. Each separate file
37 shall remain confidential except as to direction from a court or administrative agency.
38

39 11. Desk memos pertaining to a bargaining unit employee may not be forwarded to other
40 administrators or staff. This provision also applies to e-mail communications. Desk
41 memos must be destroyed after two calendar years.
42

43 12. The evaluation process shall not be used as a means of harassment of any employee.
44
45

- 1 13. The end of the year evaluation form will clearly state if the overall evaluation is satisfactory
2 or unsatisfactory.
3
- 4 14. All standards of student achievement shall be specific and will be single subject in nature.
5
- 6 15. Probationary teachers shall be evaluated each school year.
7
- 8 16. Permanent teachers who receive a “satisfactory” evaluation shall be evaluated once every
9 two years regardless of assignment, transfer, etc.
10
- 11 17. 15. Permanent teachers who receive a “satisfactory” evaluation shall be evaluated once every
12 three years regardless of assignment, transfer, etc. if employee has at least 10 years with the
13 School District.
14
- 15 18. 16. Permanent teacher observations may begin after the first two weeks of school.
16
- 17 19. 17. Unless there are teacher absentee problems, or repeated conflicts in scheduling conferences,
18 an observation shall be completed before another observation is started.
19
- 20 20. 18. All “unsatisfactory” final evaluations must be based on more than two observations by at
21 least two different site administrators or by a third party District observer selected by the
22 Human Resources Department.
23
- 24 21. 19. Permanent teachers receiving an unsatisfactory evaluation must participate in the PAR
25 Program. Once the permanent teacher receives a satisfactory evaluation, he/she will be
26 exited from PAR and will not be evaluated the following year.
27
- 28 22. 20. All observations shall clearly state whether the observation is satisfactory or unsatisfactory.
29
- 30 23. 21. Completed evaluation forms for all personnel subject to evaluation during that year shall be
31 transmitted by the evaluator to the evaluatee not later than thirty (30) days prior to the last
32 day of that evaluation year. The evaluator and evaluatee shall discuss the completed
33 evaluation forms prior to the last school day of the evaluation year.
34
- 35 24. 22. The parties agree that the officially adopted evaluation procedures of this agreement shall
36 comply with the above requirements. The forms are included as Exhibits “I” through “R.”
37

38 PROCEDURES FOR PLAN OF IMPROVEMENT

- 39
- 40 1. If after two unsatisfactory observations the teacher has not remediated his/her deficiencies,
41 he/she shall be noted as “in need of special assistance” and placed on a plan of
42 improvement.
43
44

- 1 2. The plan of improvement shall be for at least 8 weeks and may be extended at the
2 discretion of the District.
- 3
- 4 3. The plan of improvement shall include:
 - 5
 - 6 a. A statement of the problem and existing conditions in relationship to the CSTP.
 - 7 b. Specific objectives for the teacher in relationship to the CSTP.
 - 8 c. Methods and resources which the teacher may use to remedy the problem and meet
9 the CSTP.
 - 10 d. Specific guidance and assistance that will be offered to the teacher.
 - 11 e. Employee's input and plan to improve his/her performance.

12 PAR REFERRAL

- 13
- 14
- 15 1. If after the end of the improvement plan period the teacher has not remediated his/her
16 deficiencies, he/she shall receive an overall "unsatisfactory" on the formal evaluation
17 (Form I) and be referred to PAR.
- 18

19 ALTERNATIVE EVALUATION PROCEDURE FOR INSTRUCTIONAL 20 EMPLOYEES: CLASSROOM OBSERVATION SHORT FORM NARRATIVE

- 21
- 22 1. This procedure will be used for evaluation of permanent employees whose most recent
23 evaluation had an overall rating of "satisfactory."
- 24
- 25 2. The regular evaluation procedures listed above will be used, except for the following:
 - 26
 - 27 a. The Classroom Observation Short Form Narrative will be used in place of Form A.
 - 28 b. Satisfactory post observation conference may be waived by mutual consent.
 - 29 c. An unsatisfactory observation will dictate a post observation conference.
 - 30 d. If the overall evaluation is satisfactory, the year end evaluation conference may be
31 waived by mutual consent.
 - 32 e. If the overall evaluation is unsatisfactory, a year end evaluation conference will be
33 held.
 - 34 f. If the first two observations are both rated overall "satisfactory," there shall be no
35 further observations.
- 36
- 37 3. If a permanent teacher is evaluated unsatisfactory in the Alternative Evaluation Procedure,
38 he/she will be evaluated using the regular evaluation process the following year.
- 39
- 40 4. Permanent teachers receiving an unsatisfactory evaluation must participate in the PAR
41 Program. Once the permanent teacher receives a satisfactory evaluation, he/she will be
42 exited from PAR and will not be evaluated the following year.
- 43
- 44

- 1 5. If the permanent teacher and the principal agree, a permanent teacher rated satisfactory on
2 the Alternative Evaluation Procedure may return to the regular evaluation procedure.
3
- 4 6. The Association and the District agree to the following evaluation changes and clarifying
5 language:
6
- 7 a. All standards of student achievement shall be specific and will be single subject in
8 nature (i.e. 75% of all students enrolled as of November 1, shall be able to add
9 common fractions with 80% accuracy).
 - 10 b. Permanent teachers who receive a “satisfactory” evaluation shall be evaluated once
11 every ~~three~~ two years regardless of assignment, transfer, etc. unless criteria for every
12 three years is met.
 - 13 c. Permanent teacher observations may begin after the first two weeks of school.
 - 14 d. Unless there are teacher absentee problems, or repeated conflicts in scheduling
15 conferences, an observation shall be completed before another observation is
16 started.
 - 17 e. All “unsatisfactory” evaluations must be based on more than two observations.

ARTICLE IX

SALARY

1 ~~Beginning July 1, 2010, and ending June 30, 2014, the Certificated Salary Schedules will be~~
2 ~~reduced by 1.145% on all 2009-10 Certificated Salary Schedules, except Child Development,~~
3 ~~Head Start and Child Development Specialist Salary Schedules.~~

4
5 ~~Continue 1% reduction from the 2008-09 Certificated Salary Schedules, except Child~~
6 ~~Development, Head Start and Child Development Specialist Salary Schedules through June~~
7 ~~30, 2014.~~

8
9 ~~Beginning July 1, 2010, and ending June 30, 2014, stipends will be reduced 20% from the~~
10 ~~2009-10 Salary Schedule, except for Academic Decathlon and Mock Trial.~~

11
12 ~~Continue 20% stipend reductions from the 2008-09 Salary Schedule, through June 30, 2014.~~

13
14 Beginning with July 1, 2014, a 2.5% increase will be applied to salary considerations and/or
15 health and welfare benefits except Child Development, Head Start and Child Development
16 Specialist salary schedules.

17
18 Online Learning Program Teachers will be paid from the Hourly Direct Instructional Programs
19 Salary Schedule.

20
21 ~~Effective July 1, 2009, and each year thereafter until negotiated otherwise, the following~~
22 ~~2008-09 school year salary schedules shall be reduced by 1%:~~

- 23
24 ~~Schedule A~~
25 ~~School Psychologists' Schedule~~
26 ~~Language, Speech, and Hearing Specialists' Schedule~~
27 ~~Small Group Instructors' Schedule~~
28 ~~Independent Study Full-Time Contracted Schedule~~
29 ~~Child Development Programs (excluding Head Start)~~
30 ~~Intern Salary Schedules~~
31 ~~Substitute Salary Schedules~~
32 ~~Advance Path~~

33
34 ~~Effective July 1, 2009, and each year thereafter until negotiated otherwise, three day salary~~
35 ~~reduction for all certificated employees from the following 2008-09 school year salary~~
36 ~~schedules in return for the elimination of two staff development days, and three two-hour staff~~
37 ~~development meetings (excluding Child Development Programs and Head Start):~~

- 38
39 ~~Schedule A~~
40 ~~School Psychologists' Schedule~~
41 ~~Language, Speech, and Hearing Specialists' Schedule~~
42 ~~Small Group Instructors' Schedule~~

1 ~~Independent Study Full-Time Contracted Schedule~~
2 ~~Intern Salary Schedules~~
3 ~~Advance Path~~

4
5 ~~Effective July 1, 2009, and each year thereafter until negotiated otherwise, all 2008-09 school~~
6 ~~year hourly salary schedules and all 2008-09 school year stipend positions, including optional~~
7 ~~periods, shall be reduced by 2.0%.~~

8
9 ~~For the 2013-14 school year only, certificated full-time employees, under the following salary~~
10 ~~schedules, will receive two (2) full day staff development days prior to the school year and one~~
11 ~~(1) full day staff development day during the school year (excluding Child Development~~
12 ~~Programs and Head Start):~~

13
14 ~~Schedule A~~
15 ~~School Psychologists' Schedule~~
16 ~~Language, Speech, and Hearing Specialists' Schedule~~
17 ~~Small Group Instructors' Schedule~~
18 ~~Independent Study Full-Time Contracted Schedule~~
19 ~~Intern Salary Schedules~~
20 ~~Advance Path~~

21
22 ~~For the 2013-14 school year only, certificated full-time employees (except Child Development~~
23 ~~Programs and Head Start) will receive five (5) accelerated instructional furlough days~~
24 ~~reinstatement thus making the assigned work days 184, consisting of 180 teaching days, one~~
25 ~~(1) workday, and three (3) staff development days.~~

26
27 ~~If 2013-14 or subsequent two (2) years of unassigned Unrestricted Ending Fund Balance is not~~
28 ~~positive the Association will negotiate to attempt to achieve fiscal solvency.~~

29
30 ~~If the District does not receive the Federal Stimulus Special Education money, an additional~~
31 ~~1% will be reduced from the following 2008-09 school year salary schedules for the 2009-10~~
32 ~~school year. If the proposed stimulus amount is less than anticipated, the reduction amount~~
33 ~~will be prorated. Said 1% shall be restored to the following salary schedules in 2010-11:~~

34
35 ~~Schedule A~~
36 ~~School Psychologists' Schedule~~
37 ~~Language, Speech, and Hearing Specialists' Schedule~~
38 ~~Small Group Instructors' Schedule~~
39 ~~Independent Study Full-Time Contracted Schedule~~
40 ~~Child Development Programs (excluding Head Start)~~
41 ~~Intern Salary Schedules~~
42 ~~Substitute Salary Schedules~~

43
44 ~~The District shall implement an Early Retirement Incentive Program totaling \$30,000 for each~~
45 ~~eligible individual who retires from the District by June 30, 2009 (Exhibit "S"). The District~~
46 ~~agrees to pay contracted Independent Study teachers who retire prior to June 30, 2009, the~~

1 ~~\$30,000 retirement incentive (Exhibit "T").~~

2
3 ~~Effective July 1, 2008, all salary schedules (except Head Start) will have a 1.0% salary~~
4 ~~reduction.~~

5
6 ~~If the 2008-09 adopted state budget does not include cuts to revenue limit funding, and if there~~
7 ~~is a funded COLA of 0% or better, the deducted 1% will be restored to the salary schedule.~~

8
9 ~~Effective July 1, 2007, all salary schedules (except Head Start) will have a 3.5% salary~~
10 ~~increase, excluding the \$1,800 District contribution to health benefits.~~

11
12 ~~Commencing the 2007-08 school year, and each succeeding school year thereafter, the District~~
13 ~~and MTA, for the purpose of negotiations, shall calculate the District's actual funded revenue~~
14 ~~limit COLA percentage based on the funded state revenue limit COLA applied to the~~
15 ~~District's funded ADA.~~

16
17 ~~For the 2007-08 school year, this percentage will be reduced by the amount necessary to~~
18 ~~replenish the District's health and welfare risk reserve fund.~~

- 19
20 A. Eighth period compensation shall be as set on Schedule A (Elementary and High School
21 Teachers' Salary Schedule) each year, plus the District's share of STRS. Eighth period
22 compensation shall increase the same percent as the rest of the salary schedule. Eighth period
23 compensation shall be filled on a voluntary basis, with first priority to existing employees.
24 Stipends will be paid based upon the length of a class. Semester class will receive semester
25 optionals, quarter classes will receive quarter optionals.

26
27 Optional periods are to be implemented for grades 7-8 in 1999-00; therefore, all provisions for
28 grades 9-12 shall be in effect.

29
30 B. Longer Day/Longer Year Incentives

- 31
32 1. The MTA agrees that in the event the MTA causes the District to lose longer day money
33 through not providing 180 days of instruction to students, the salary schedule may be
34 reduced. The amount the salary schedule is reduced shall be proportionate to the amount
35 of revenue actually lost, but in no event more than 1.7%.
36
37 2. In the event MTA causes the District to lose longer day money through not instructing the
38 minimum time necessary, then teacher salary schedules may be reduced. The amount
39 reduced must be proportionate to the amount actually lost but in no event reduced more
40 than 1.9%.
41
42 3. Since 1-3 and 4-6 student schedules shall overlap, ~~K-6~~ TK-6 teachers shall be available to
43 provide supervision of students before and after school necessary to implement the longer
44 day plan. The District shall make an effort to minimize additional supervision
45 requirements.

1 C. Staff Development

2
3 In the event state funding is reduced or eliminated for the non-student attendance staff
4 development program, the corresponding percentage increase added to Salary Schedule A
5 (1.54%) in 1999-2000 will be deducted from the aforementioned schedule, in an amount
6 commensurate with the reduction or elimination of the program, and the work year shall be
7 reduced proportionately (i.e. if the 1.54% is reduced, the three days shall be dropped from the
8 work year).

9
10 ~~D. For employees initially employed after July 1, 1984, thirty (30) days or more of service under~~
11 ~~contract in a year may be added together to form a year of service for salary schedule~~
12 ~~placement. Effective July 1, 1984, no new half (1/2) step placements shall occur.~~

13
14 ~~C. E.~~ Child Development Program teachers employed as ~~K-12~~ TK-12 teachers: Where the
15 employee has at least a BA Degree, each two years of Child Development Program teaching
16 shall count for one year salary step placement, up to a maximum of five (5) years in placement
17 on the K-12 teachers' salary schedule.

18
19 D. F. Longevity

20
21 Longevity steps will be earned based upon the annual increment criteria of completing
22 seventy-five percent (75%) of the annual required days of services.

23
24 Five increments shall be granted as longevity steps, the first after completion of the
25 seventeenth (17th) year of credited service, and the second after twenty (20) years of credited
26 service, the third after twenty-three (23) years of credited service, the fourth after twenty-six
27 (26) years of credited service and the fifth after thirty (30) years of credited service. The
28 phrase "his/her twenty-first (21st) year of credited service" means the actual teaching service
29 of the individual, not school years starting only with September. Example: a bargaining unit
30 member who started teaching service on January 1, 1966, who taught continuously, would be
31 eligible for this longevity on January 1, 1986 since that employee would be beginning his/her
32 twenty-first year of service. The longevity shall increase the same amount as the rest of the
33 salary schedule. Employees with beginning employment of July 1, 2014 or after will receive
34 longevity steps based upon District service (of at least 75% of the school year), not credited
35 service.

36
37 ~~Contracted Independent Study Teachers shall receive at the completion of the 9th year a~~
38 ~~longevity step of \$1,312.50 (87.5%). Teachers will be credited with up to seven years of~~
39 ~~service for longevity step eligibility.~~

40
41 E. G. Travel

42
43 Employees, other than psychologists, who on a regular and continuing basis are required by
44 the District to travel between work sites and who use their own vehicles, shall be reimbursed
45 at the rate of the maximum allowable federal mileage reimbursement rate without attribution

1 to income. In respect to the psychologists, the District shall continue the past practice.
2 Mileage shall be an annual amount based upon an average computed for two (2) months based
3 on the actual mileage of the group of psychologists. This average shall be paid on the basis of
4 the work year and shall be at the rate of the maximum allowable federal mileage
5 reimbursement rate without attribution to income. Payment shall be in two (2) installments to
6 individual psychologists.

7
8 F.-H. Independent Study contracts and salary shall be based on the current Hourly Direct
9 Instructional Schedule, 6 hours per day, times 180 instructional days, plus \$500 to cover
10 preparation and/or other meetings pertinent to Independent Study.

11
12 G.-I. Hourly Independent Study teachers hired to contracted Independent Study positions shall be
13 given probationary status consistent with other general fund programs and shall be given
14 credit for units and years of service already earned in the Independent Study Program.

15
16 ~~The intent is that this provision will not increase the District's cost to operate the program.~~
17 ~~If the District's costs are increased through this provision, adjustments will be made in the~~
18 ~~2004-05 financial settlement.~~

19
20 H.-J. Salaries paid to librarians and agriculture teachers for summer service rendered after June 30
21 shall be based on the salary schedule for the ensuing school year.

22
23 I.-K. Placement on the salary schedule for employees is based upon educational training and prior
24 teaching experience in accordance with the following:

25
26 J.-L. For Employees New to the District

27
28 Teacher experience is granted on the basis of one (1) step for each year of verified prior
29 certificated teaching experience. Actual initial placement is not to exceed a total of eight (8)
30 steps with the exception of Range I where the maximum number of steps is six (6), except as
31 approved by the Board. A year of experience shall represent no less than seventy-five percent
32 (75%) of the days of required service for one given year. EXPERIENCE SHALL BE
33 WITHIN THE LAST TEN (10) YEARS. Verification of certificated experience must be
34 received in the Human Resources Office within 30 days of acceptance of the position.

35
36 (If a teaching credential could have been obtained prior to the date the credential was
37 actually granted, the date the credential could have been obtained shall be used to
38 determine teaching experience placement on the salary schedule. The burden of proof
39 shall be on the employee to establish that the academic requirements were met to
40 obtain a teaching credential.)

41
42 Maximum placement for provisional credentialed personnel is Step 6, except as approved by
43 the Board.

44
45 Upon application, prior experience related closely to the local teaching assignment, when fully

1 verified, shall be credited on the basis of one (1) step for each two (2) years within the past ten
2 (10) years. Experience credit cannot exceed three (3) steps. The B.A. Degree or equivalent,
3 or a regular credential shall have been earned before the related work experience.

4
5 K.M. Units

- 6
7 1. Credit is granted toward salary advancement for units earned after receiving the
8 Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree,
9 as shown on an official transcript from a college or university only if they are:
- 10 a) Earned at accredited colleges or universities with at least a "C" grade equivalent
11 or earned at non-accredited colleges or universities with at least a "C" grade or
12 equivalent and are accepted for credit on the official transcripts of accredited
13 colleges or universities or CTC Induction of Intern Programs.
 - 14 b) Clearly and substantially supportive of the employee's assignment or the
15 employee's District approved goal.
- 16
17 2. With prior District approval, credit may be granted toward salary schedule advancement
18 for lower division units and upper division or graduate units not covered under part (a),
19 earned with at least a "C" grade or equivalent after the date of receiving the Bachelor's
20 Degree as shown on an official transcript from a college or university.
- 21
22 3. No credit is granted for units earned during the regular school year in excess of nine (9)
23 semester units or twelve (12) quarter units.
24 Requests to exceed this requirement may be submitted to the Associate Superintendent,
25 Human Resources.
- 26
27 4. A school nurse will receive two (2) units of credit toward salary schedule placement for
28 completion of each thirty (30) hours of continuing education of the type that is utilized to
29 keep a current California Nursing License. This shall apply to hours earned after
30 September 1, 1985.

31
32 5. Filing of Units

33
34 Official transcripts received in the Human Resources Office no later than October 1 shall
35 count toward reclassification beginning January 1 of the current school year. Official
36 transcripts received in the Human Resources Office after October 1 but no later than
37 April 1 shall count toward reclassification for the following school year. All step (years
38 of service) changes will occur at the beginning of the school year. The regular school
39 year is the first work day through the last day of school. Transcripts shall not be
40 returned to the employee and become the property of Modesto City Schools as part of
41 the employee's personnel file. For employees new to the District, transcripts must be
42 received in the Human Resources Office within 30 days of acceptance of the position.
43
44

1 6. Annual Increment

2
3 Seventy-five percent (75%) of the annual required days of service shall be served to
4 qualify for the annual increment.

5
6 ~~N. Chairperson For Nursing~~

7
8 ~~Two days per week shall be allotted for department chairperson activities. The Nursing~~
9 ~~Chairperson shall receive the stipend provided to other department chairpersons.~~

10
11 ~~L. Ø.~~ Staff Development

12
13 District sponsored staff development activities occur out of several departments in Modesto
14 City Schools. This includes K-6 and 7-12 Curriculum and Staff Development, State and
15 Federal Programs, BTSA, Elementary Education and Administrative and Pupil Services.
16 Many workshops or in-services are prepared and presented by teachers outside their regular
17 job description. There is a need for some consistent guidelines for compensation for teachers
18 working outside their regular job description, at the District level, in the capacity of presenter
19 and/or in the development of information for the presentation.

20
21 Listed below are three of the most common situations and how teachers will be
22 compensated:

- 23
24 1. The teacher presenter prepares a new presentation.

25
26 The presenter is compensated one hour of presentation development time at the
27 curriculum development rate for each hour of the presentation. (Example: 3 hours of
28 preparation for a 3 hour presentation.)

- 29
30 2. The teacher presenter prepares to present a previously prepared presentation.
31 (Example: Teacher is handed the binder for Class Size Reduction In-service and
32 must prepare to present the material.)

33
34 The presenter is compensated for one hour of presentation development at the
35 curriculum development rate for each two hours of presentation. (Example: 2 hours
36 to prepare to present a 4 hour presentation.)

- 37
38 3. The teacher presenter prepared to present the same presentation several times.

39
40 The presenter is compensated according to #1 or #2 above, for the first presentation.
41 The presenter is compensated for one hour for each repeated presentation.

42
43 In all three situations, the teacher presenter is compensated for time of the presentation,
44 excluding lunch/dinner breaks.

1 ~~P. Department/Instructional Team Chairperson 7-12: Beginning with the 2012-13 school~~
2 ~~year, 7-12 Department/Instructional Team Chairperson positions will be established at each~~
3 ~~7-12 school site. Compensation will be based on a percentage of the Stipend Base Rate~~
4 ~~and the number of staff members in the department/team.~~

5

6 Department/Instructional Team Chairperson, 7-12

7

8 ~~1. The site administrator will annually notify in writing team/department members of~~
9 ~~his/her intention to fill Department/Instructional Team Chairperson positions and ask~~
10 ~~team/department members to submit their recommendations for~~
11 ~~Department/Instructional Team Chairpersons.~~

12

13 ~~2. The team/department members' recommendations shall be submitted in writing to the~~
14 ~~administrator within ten (10) days of the site administrator's notice of his/her~~
15 ~~intention to fill Department/Instructional Team Chairpersons.~~

16

17 ~~3. Department/Instructional Team Chairpersons shall be selected by the site~~
18 ~~administrator after soliciting input from each team/department member. A copy of~~
19 ~~each team/department members' confidential written preference for~~
20 ~~Department/Instructional Team Chairperson shall be sent to the Association office by~~
21 ~~the District. The site administrator shall give good faith consideration to the majority~~
22 ~~preference of the team/department.~~

ARTICLE X

HEALTH AND WELFARE BENEFITS

- 1 A. Effective January 1, 2011, The District shall re-enroll in the CalPERS health care system
2 in accordance with the timelines prescribed by CalPERS, subject to the recommendation of
3 the Insurance Committee and MCS Board approval. (Any changes has were to be cost-
4 neutral to the District.)

5
6 An eligible employee is a unit member that is regularly assigned to 60% or more of a full-
7 time equivalent assignment. Service between 50% and 59.99% will be eligible for a
8 percentage of the District Contribution. Service in a less than 50% position or substitute
9 assignment shall not be included in the determination for eligibility for health and welfare
10 benefits.

11
12 An eligible Child Development certificated employee is a unit member that is regularly
13 assigned 4 or more hours a day. Service in less than 4 hours shall not be included in the
14 determination for eligibility for health and welfare benefits.

- 15
16 B. The Association reserves the right to change carriers for vision and dental insurance with
17 mutual agreement with the District.

- 18
19 C. Effective April 1, 1995, employee health and welfare benefits will be administered through
20 the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible
21 Benefits Plan. Employees will have the option of purchasing health and welfare plans
22 (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any
23 remaining contribution into a “qualified benefit” as defined by Internal Revenue Code
24 Section 125. The employee will have the further option of taking any or all of the District’s
25 fringe benefit contribution as cash, on which federal and state taxes will be calculated as
26 applicable.

27
28 Commencing January 1, 2007, the District shall contribute \$150 per month, per eligible
29 employee, toward the purchase of a health and welfare package from the District-selected
30 health care provider. In the event the cost of the health and welfare benefit package exceeds
31 the District’s contribution, each eligible employee shall be responsible for the additional cost
32 and shall be subject to mandatory monthly deductions to cover the difference between the
33 actual cost of the employee’s health and welfare package and the District’s contribution.

34
35 ~~An eligible employee is a unit member that is regularly assigned to 60% or more of a full-~~
36 ~~time equivalent assignment. Service in a less than 60% position or substitute assignment~~
37 ~~shall not be included in the determination for eligibility for health and welfare benefits.~~

38
39 ~~An eligible Child Development certificated employee is a unit member that is regularly~~
40 ~~assigned 6 or more hours a day. Service in less than 6 hours shall not be included in the~~
41 ~~determination for eligibility for health and welfare benefits.~~

1 Each eligible employee shall be required to enroll in the District selected health and welfare
2 program. However, the District shall permit an eligible employee to opt out of the District's
3 health and welfare program if the eligible employee can provide sufficient proof to the
4 District of other group health insurance coverage. ~~*Effective January 1, 2011, the District~~
5 ~~re-entered into CalPERS and no longer requires the employee's enrollment in the health and~~
6 ~~welfare program.~~ An eligible employee that is permitted to opt out of the District's health
7 and welfare program shall not receive the District's \$150 per month contribution.
8 District employees who are married (or domestic partners) will each be given \$150 per
9 month if they enroll in the District's family plan for health insurance.

10
11 D. Open enrollment periods shall be scheduled for 30 days as determined by the District's
12 insurance provider within the calendar year.

13
14 E. Effective January 1, ~~2005~~ 2011, the following will comprise the medical insurance program;
15 including benefits, individual carriers, broker and rules for administering the program.
16 (LOA 7/30/04)

17
18 ~~1) Beginning January 1, 2006, and thereafter, the insurance broker for the Modesto City~~
19 ~~Schools' program shall be selected by mutual agreement between the Association and~~
20 ~~the District.~~

21
22 ~~2) By mutual agreement, the Association and the District may change plans offered by the~~
23 ~~individual carriers.~~

24
25 1) 3) The following are rules criteria for administering the program:

- 26
27 a. Active employees must retire in a Modesto City Schools' health plan to be eligible
28 for coverage.
29 b. Retired employees who leave MCS' health program may return only during open
30 enrollment.
31 c. Early retirees, retirees >65 without Medicare, and retirees with Medicare, shall be
32 included in the program.
33 d. Early retirees and retirees without Medicare will be charged the same rate as the
34 active employees.
35 e. Retired employees' spouses with coverage at the time of death shall have the right
36 to continue coverage for his/her life at their own expense.

37
38 F. Retired Teachers

- 39
40 1. As a result of enrolling in CalPERS, the District shall contribute \$48.00 per month
41 the pre-determined monthly administration fee toward the insurance premium for each
42 retired employee enrolled in one of the Modesto City Schools' plans prior to
43 July 1, 2006.

44
45 Before extending this benefit to retirees after 2005-06, the District and the Association

1 shall determine the legality and negotiate the conditions and means of resolving the
2 financial issues raised by this contract revision.

- 3
4 2. The District shall continue current plan for reimbursement of medical premium with
5 retirees and MTA Medical Benefits Trust. This plan may be changed by mutual
6 agreement.

7
8 The following payment schedule for any remaining funds currently contributed to the
9 MTA Medical Benefits Trust shall be:

10
11 Jul-Sep quarterly payment - October 31st
12 Oct-Dec quarterly payment - January 31st
13 Jan-Mar quarterly payment - April 30th
14 Apr-Jun quarterly payment - July 31st

- 15
16 3. Beginning July 1, 2008, an additional \$50,000 quarterly will be added to the Retiree
17 Medical Benefit Fund.

18
19 G. Hourly Employees – Purchase of Health Insurance

20
21 Any substitute teacher or hourly employee, including independent study hourly teachers,
22 may purchase health insurance which is covered by the District program provided in
23 accordance with federal laws:

- 24
25 ~~1. The person has been on the substitute or hourly list for the last two consecutive years.~~

- 26
27 1.-2. Pre-payment arrangements acceptable to the District Business Office are executed in
28 writing.

- 29
30 ~~3. The insurance carriers will make the programs available to this group.~~

- 31
32 2.-4. Bargaining unit members under contract with the District 20% or more may purchase
33 dental insurance subject to prior arrangements satisfactory to the District Business
34 Office.

- 35
36 3.-5. All Child Development groups shall receive fringe benefits from the District as stated
37 below:

38
39 All Child Development groups (except Head Start)

40
41

<u>Employment</u>	<u>Amount</u>
75%-100%	\$2,796.00 <u>3,021.12</u>
50%-74%	\$2,097.00 <u>2,265.84</u>
25%-49%	\$1,048.56 <u>1,132.92</u>

1 Head Start

2

3 <u>Employment</u>	4 <u>Amount</u>
5 75%-100%	\$2,878.50 <u>3,021.12</u>
6 50%-74%	\$2,158.88 <u>2,265.84</u>
7 25%-49%	\$1,079.44 <u>1,132.92</u>

8 ~~H. Independent Study (hourly teachers) may purchase insurance program coverage available~~
9 ~~to bargaining unit at the group rate provided (a) the carrier of the insurance allows such~~
10 ~~purchase; (b) the available programs are restricted to those available to members of the~~
11 ~~bargaining unit; (c) such purchase doesn't result in any additional premium cost to the~~
12 ~~District; and (d) the employee prepays for the coverage in a manner mutually agreed to by~~
13 ~~the District Business Office and MTA.~~

ARTICLE XI

MISCELLANEOUS-MAINTENANCE OF BENEFITS

1 A. MANAGEMENT RIGHTS

2
3 All matters not specifically enumerated as within the scope of representation under
4 Chapter 10.7, Section 3543.2 of the Government Code are reserved to the District.

5
6 During the term of this Agreement, the District shall consult with the Association at least
7 once a month on matters of mutual interest, to include, but not be limited to, the
8 administration of this Agreement, the definition of educational objectives, the determination
9 of the content of courses and the curriculum, and the selection of textbooks.

10
11 B. EFFECT OF AGREEMENT

12
13 Any prior or existing policies or regulations or understandings or agreements or practices,
14 whether formal or informal, which are inconsistent with this Agreement are hereby
15 superseded.

16
17 C. MAINTENANCE OF BENEFITS AND WAIVER

18
19 ~~1. At the option of the District, the following District policies and administrative regulations~~
20 ~~or portions thereof within the scope of representation may be repealed or deemed not to~~
21 ~~apply to employees covered by this Agreement as of the effective date of this Agreement:~~

22
23 ~~a. Transfer of Certificated Personnel - Policy 6495~~

24
25 ~~b. Leaves of Absence - Policies 6380 through 6394.3~~

26
27 ~~c. Reassignment - Policy 10169.1 shall be modified.~~

28
29 ~~d. Desired Maximum Enrollment Guidelines, Grades 7-8, Policy 10169~~

30
31 ~~Desired Maximum Enrollment Practices, Grades 9-12, Policy 10170~~

32
33 ~~Board Resolution adopted April 29, 1974, regarding elementary class sizes.~~

34
35 ~~e. Other Policies and Administrative Regulations superseded by this Agreement.~~

36
37 1-2. The District retains the right to make, modify, and enforce reasonable rules and
38 procedures not inconsistent with this Agreement. Provisions of District Policies and
39 Administrative Regulations within the scope of representation but not incorporated in this
40 Agreement may not be changed without consultation with the Association. Such
41 consultation shall take place on not more than two (2) days within ten (10) calendar days
42 from the date the notice of the proposed change is delivered by certified letter to the

1 office of the Association. If consultation does not result in a mutually satisfactory
2 resolution of the matter, the dispute may be submitted by either party to an impartial third
3 party for the purpose of making findings of fact and recommendations, which
4 recommendations shall be advisory only. At the request of either party, the parties shall
5 consult on one (1) additional day, within three (3) days of receipt of the factfinder's
6 report before the policy is changed. To expedite the process, the parties agree to request
7 a panel of five (5) impartial third parties from the State Conciliation Service upon notice
8 of a proposed change to the Association.
9

10 2.-3. If the State Conciliation Service does not provide an impartial third party pursuant to the
11 above procedures, or if the parties cannot secure an impartial third party within a
12 reasonable time, the parties shall act forthwith to secure the services of a qualified neutral
13 from the American Arbitration Association.
14

15 Within three (3) weekdays of the conclusion of the consultation period, excluding any
16 legal holidays, the parties shall meet for the purpose of selecting the impartial third party.
17 Each party shall alternately strike a name from the list. The last remaining name shall be
18 the impartial third party. The first party to strike shall be determined by chance.
19

20 Except for circumstances beyond the control of the parties, the services of the factfinder
21 shall be completed within twenty (20) calendar days after notice of the proposed change
22 to the Association and the District shall have the right to act thereafter. If more than the
23 twenty (20) day period is required as a result of circumstances beyond the control of the
24 parties, the time period shall be extended only to the extent necessitated by such
25 circumstances. Any failure by the Association to act in a timely fashion which makes it
26 impossible to complete the process in twenty (20) days shall constitute a waiver of
27 Association rights under this Article.
28

29 3.-4. All mutually incurred costs shall be borne equally by the Association and the District.
30 Any separately incurred costs shall be borne by the incurring party. Except in
31 emergency, proposals to change District policies or regulations within the scope of
32 representation shall not be submitted to the Association during the spring or winter
33 recess.
34

35 4.-5. This Article may be reopened for negotiation if the scope of representation under the
36 Rodda Act is amended by state statute.
37

38 D. MODIFICATIONS OF THIS AGREEMENT

39

40 Negotiations on any item may be reopened only by mutual agreement of the parties, but any
41 agreement, alteration, understanding, variation, waiver or modification of any of the terms or
42 provisions contained herein shall not be binding upon the parties hereto unless made and
43 executed in writing by the Association and the District.
44

1 E. DENIAL OF PRECEDENT

2
3 The inclusion or exclusion of any matter is without precedent or prejudice as to any future
4 position by the parties concerning the negotiability or non-negotiability of such matters.
5

6 F. NON-DISCRIMINATION

7
8 The parties to this Agreement shall not discriminate against any employee on the basis of
9 race, color, creed, age (over 40), sex (gender), sexual orientation and identity, religion,
10 national origin, political affiliation, marital status, physical or mental disability, medical
11 condition, genetic information and membership or participation in lawful activities of any
12 employee organization.
13

14 G. CONTRACT PRINTING POSTING

15
16 ~~The District shall print this contract within sixty (60) days of ratification by both parties, or~~
17 ~~within thirty (30) days of final approval of the draft contract by MTA, whichever is later.~~
18 ~~The District shall provide an adequate number of copies to MTA for distribution by MTA to~~
19 ~~the bargaining unit. The District and MTA will split the cost of printing the contracts.~~
20

21 The Collective Bargaining Agreement will be posted on the Modesto City Schools internal
22 and external web-sites.
23

24 H. EL CERTIFICATION

25
26 All K-12 certificated employees who are required by the California Department of
27 Education, the Commission on Teacher Credentialing or the Stanislaus County Office of
28 Education to be EL Certified will be required to obtain EL Certification by June 30, 2011.
29

30 I. MAINTENANCE OF CERTIFICATION/CREDENTIALS

31
32 A certificated employee's continued employment with the District is subject to the employee
33 maintaining the credentials and certificates held at the time of employment, or earned during
34 employment. Failure to maintain each such credential/certificate will be treated by the
35 District as a breach of contract and grounds for termination. At time of employment, new
36 hires will be counseled regarding maintenance of credentials.

ARTICLE XII

ORGANIZATION SECURITY AND PAYROLL DEDUCTIONS

1 1. Any employee who is a member of the Association who signs and delivers to the District
2 an assignment authorizing deduction of unified membership dues, initiation fees and
3 general assessments of the Association, or service fee (representation fee), shall have
4 such authorization continue in effect from year to year unless revoked in writing between
5 June 1 and September 1 of a given year. Any such revocation should be effective for the
6 next school year. Pursuant to such authorization, the District shall deduct such dues, fees
7 or assessments (or service fee) from the regular salary check, in ten (10) equal
8 installments each year, for the duration of this Agreement.
9

10 2. The District will provide bargaining unit employees new to the District with a copy of the
11 District website information to access the Collective Bargaining Agreement and the
12 employee will sign a form, a copy of which will be forwarded to the Association within
13 ten (10) days of the employee reporting to work (Exhibit "U").
14

15 3. Any employee who is a member of the Unit, who is not a member of the Association in
16 good standing, or who does not make application for membership within thirty (30) days
17 from the first day of active employment or July 1, 1981, whichever is later (except as
18 provided hereafter in the Optional Procedure), shall pay a service fee to the Association:
19 an amount equivalent to the United Membership dues, initiation fee and general
20 assessments uniformly required to be paid by members of the Association.
21

22 4. In the event an employee fails to comply with this Article, at the request of the
23 Association, the Superintendent or his/her designee shall notify the employee within ten
24 (10) days that he/she is not complying with his/her contractual obligation to the
25 Association and the District. A copy of such notice shall be sent to the Association.
26

27 5. The District shall deduct service fees from the salary or wage order of the employee who
28 is not a member of the Association, or has not complied with the Optional Procedure.
29

30 Any employee may pay service fees directly to the Association in lieu of having such
31 service fees deducted from the salary or wage order.
32

33 In the event that a unit member shall not pay such fee directly to the Association, or
34 authorize payment through payroll deduction, as provided in paragraph 1, the Association
35 shall so inform the District and the District shall immediately begin automatic payroll
36 deduction in the same manner as set forth in paragraph 1 of this Article.
37

38 Any payment to a charity must be made on an annual basis.
39

- 1 6. The parties further agree the obligation of this Article shall be grounded in the individual
2 contract issues after July 1, 1981, for employees, which shall state, "this contract is
3 subject to a collective bargaining agreement heretofore or hereafter negotiated by the
4 District and the exclusive bargaining representative of employees employed by the
5 District. The terms of such collective bargaining agreement are incorporated herein, and
6 by accepting this contract, you agree to be bound by all such terms, including Article XII,
7 Organizational Security and Payroll Deductions, provisions thereof."
8
- 9 7. The District agrees promptly to remit such monies to the Association accompanied by an
10 alphabetical list of employees for whom such deductions have been made.
11
- 12 8. The Association agrees to furnish any information needed by the District to fulfill the
13 provisions of this Article.
14
- 15 9. Upon appropriate written authorization from the employee, the District shall deduct from
16 the salary of any employee and make appropriate remittance for annuities, credit union,
17 and savings bonds. Deductions for any other plans or programs shall be jointly approved
18 by the Association and the District.
19
- 20 10. Dues Check-off--Authorization in effect on date of the signing of this Agreement shall
21 remain in effect, but shall be subject to the conditions set forth in this Article.
22
- 23 11. The Modesto Teachers Association agrees to indemnify and hold the District harmless
24 from any and all claims arising from a bargaining unit member represented by the
25 Modesto Teachers Association concerning the implementation of Article XII provided
26 such implementation is done by the District in good faith and in a non-negligent manner.
27 In such case, the Modesto Teachers Association shall have the exclusive right to defend
28 such suits and to determine which matters shall be compromised, resisted, tried, or
29 appealed.
30
- 31 12. The District agrees to deduct dues or service fees pursuant to the schedule submitted by
32 MTA for employees who execute a form currently in use or any mutually agreed upon
33 form. The MTA is to submit the schedule each year by September 5. The schedule may
34 be amended once each school year with thirty (30) days notice.
35

36 OPTIONAL PROCEDURE

37

- 38 13. Exclusive optional procedure effective upon final ratification of the 1990-92 Collective
39 Bargaining Agreement applicable to employees hired to commence service to the District
40 thereafter and to employees employed before that date who were members of the
41 Association or who were paying a service fee to the Association.
42

43 Any employee of this unit who has bona fide religious beliefs which prohibit him/her
44 from joining or financially supporting employee organizations shall not be required to
45 join or financially support Modesto Teachers Association CTA/NEA. However, that
46 employee shall utilize the following Optional Procedure:

- 1 a. Submit a notarized statement to the Association with a copy to the employer by the
2 end of the first month (September) of each school year. The statement shall state that
3 the person does not desire to join or contribute to the Modesto Teachers Association
4 because of religious beliefs that prevent him/her from joining or contributing.
5
6 b. Make payment equal to unified membership dues to a non-religious, non-labor
7 organization exempted under Section 501(e) (3) of Title 26 of the Internal Revenue
8 Code. The list of designated charitable organizations is: Heart Fund, Cancer Fund,
9 Cystic Fibrosis Foundation or others approved by the Association.
10
11 c. Proof of such payment (i.e. payment to one of the charities on the list of designated
12 charities) shall be submitted to the Association with a copy to the District by the end
13 of the first month of each school year (September).
14

15 This procedure is applicable only to employees who have elected to not join in financial support
16 of Modesto Teachers Association CTA/NEA based on personal beliefs and who annually
17 continue to exercise that option.

ARTICLE XIII

TRANSFERS

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

4
5 For the purpose of this Article, District seniority is the first day the employee worked in
6 continuous service in the “combined” district (either the elementary or high school district).

7
8 In addition, any employee who has probationary or permanent status in either the elementary or
9 high school district who transfers between these two districts in the “combined” district shall
10 retain his/her probationary or permanent status and legally defined order of employment.

11
12 Teachers may not be transferred into the Alternative Education Programs without volunteering.

13
14 Assignments at each site shall be determined before any provision of the Transfer Article can be
15 implemented.

16
17 Once assignments have been made and after the start of the school year, teachers in categorically
18 funded programs will not be included in transfer for shifting and declining enrollment.

ADMINISTRATIVE TRANSFERS EXCLUSIVE OF SHIFTING/DECLINING ENROLLMENT

19
20
21
22 An administrative transfer shall only be made if either:

23
24 a) the staff member agrees to the transfer, or

25
26 b) pursuant to the following procedure:

27
28 1) The employee is notified in writing of his/her probable transfer prior to its submission
29 to the Superintendent or his/her designee. The employee shall be advised that he/she
30 has specified time requirements to meet.

31
32 2) If the employee so requests within five (5) working days after written notification, the
33 initiating administrator and employee shall meet within five (5) working days to
34 attempt to resolve existing differences. This meeting shall be held prior to the
35 submission of the recommendation to the Superintendent or his/her designee. The
36 employee shall have the right to be represented at the meeting. If the employee has
37 not given twenty-four (24) hours advance notice to the building administrator, the
38 building administrator may reschedule the meeting if he/she also wishes to have
39 assistance at the meeting.

40
41 3) Upon written request, the employee shall be provided with a written statement of the
42 reasons for the recommended transfer.

1 4) Following the meeting with the initiating administrator, the employee may, within
2 five (5) working days, request in writing a meeting with the Superintendent or his/her
3 designee to resolve remaining differences. This meeting shall be held prior to
4 authorizing the transfer. The employee shall have the right to representation at this
5 meeting.
6

7 In administrative transfers, reasonable efforts will be made to find a new assignment that is
8 satisfactory for the employee.
9

10 An employee who has declared in writing that he/she intends to retire at the close of the next
11 school year shall not be transferred except under circumstances that provide no other reasonable
12 alternative. Such written intent to retire may not be withdrawn once accepted by the Board
13 unless agreed to by the District.
14

15 Except for good cause, such as program changes, resignations, retirements or unexpected
16 changes that necessitate transfer, the District shall make a good faith effort to notify employees
17 by ~~June 1~~ by at least five (5) working days before the last day of school, of their involuntary
18 transfer for the subsequent year. If it becomes necessary to initiate a transfer after ~~June 1~~ five (5)
19 working days before the last day of school, the employee shall be notified in keeping with b.1
20 above. *(Per Letter of Agreement of November 2011 — June 1st has been changed to “at least five*
21 *(5) working days before the last day of school.” Exhibit “V”)*
22

23 The above timelines apply to transfers which shall be effective the following school year. The
24 above timelines shall be shortened if such transfer is to occur during a given academic year.
25

26 ADMINISTRATIVE TRANSFERS NECESSITATED BY SHIFTING/DECLINING 27 ENROLLMENTS 28

- 29 a) The District shall determine whether or not overstaffing exists at each school. The
30 District shall determine the subject area(s) at each school where any such overstaffing
31 exists at grades 7-12.
32
- 33 b) When a school/department is determined to be overstaffed, no more teachers will be
34 transferred to open vacancies in the District than is necessary to bring the overstaffed
35 school/department into balance.
36
- 37 c) The District shall notify each certificated employee in the overstaffed school/subject
38 area where any such overstaffing exists at grades 7-12.
39
- 40 d) Volunteers shall be solicited by the District from the school(s) where any such
41 overstaffing exists at grades K-12.
42
- 43 e) If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position
44 at another site in the District, the District may deny the request to transfer if the District
45 cannot reschedule the remaining employees such that the overstaffed departments are
46 not reduced at least .5 FTE by the reshuffling.
47

- 1 f) If in grades 7-12, volunteers are not available to transfer to a vacancy at another site, the
2 least senior person by District-wide seniority (the first day the employee worked in
3 continuous service in the District) who is more than .5 FTE in the overstaffed
4 department will be transferred.
5
6
7 g) An employee shall be notified of probable transfer by the local site administrator in
8 keeping with the procedures described by Administrative Transfers.
9
10 h) Employees involved in involuntary transfers for the following school year, as defined in
11 this section, shall receive notice by May 1, or if after May 1, within a reasonable time
12 after the District has determined that overstaffing exists.
13
14 i) Time shall be arranged for employees involved in involuntary transfers to interview
15 appropriate administrative personnel involved with a known vacancy. Release time
16 will only be offered at the District's discretion.
17
18 j) If, after a transfer has been accomplished, a position for which the transferred employee
19 is qualified subsequently opens in the school from which the employee was transferred,
20 the employee shall be given first priority for reinstatement within eighteen months from
21 the date of transfer if he/she so desires. If the specific assignment previously held
22 reopens in the initial school within eighteen months from the date of transfer, the
23 employee who was transferred shall be transferred back to the initial school upon
24 written request by the closing date for the vacancy.
25
26 k) If volunteers are not available to transfer to a vacancy at another site, the least senior
27 person will be transferred according to the following standard:

28
29 At grades K-6, seniority by District-wide seniority (the first day the employee worked in
30 continuous service in the District).
31

32 ADMINISTRATIVE TRANSFERS NECESSITATED BY SCHOOL CLOSURE

- 33
34 a) If a particular school is closed, those employees who are eligible for continuing
35 employment in the District shall have the same priority for filing vacant positions as
36 employees at the same school or schools at which the students for the closing school are
37 being placed for the coming school year.
38
39 b) Regular employees who are not assigned to the new school, as a result of the actions in
40 paragraph 1, and who are eligible for continuing employment in the District, shall,
41 based upon District seniority, be given first right of refusal for not more than the next
42 three (3) open positions for which he/she is qualified in the District. Employees not
43 placed by August 15 shall be assigned in accordance with the procedures for
44 Administrative Transfers Exclusive of Shifting/Declining Enrollment.
45
46

1 EMPLOYEE INITIATED TRANSFER

2
3 An employee may request a transfer to a specific posted vacancy within or between elementary
4 and high school districts. An employee requesting a transfer to a specific posted vacancy shall do
5 so in writing (Form: MCS-19) by the closing date.
6

7 SELECTION OF EXISTING EMPLOYEES

8
9 ~~Among employees who are applying for the same position that are determined to be equally best~~
10 ~~qualified (within five percent (5%) of the total possible points) by the District, the District shall~~
11 ~~use District-wide seniority as defined below:~~

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

14 ~~b) Employees with the same initial date of service shall have their seniority number~~
15 ~~determined by lot.~~

16
17 ~~c) The lottery shall be conducted in the presence of at least two (2) Association~~
18 ~~representatives. Once the lottery is used to determine an employee's seniority, that~~
19 ~~seniority shall remain in effect for the employee while employed in the District.~~

20
21
22 ~~d) If an employee works in a non-bargaining unit position within the District, that employee~~
23 ~~does not accrue seniority for the purposes of this Article while working on such an~~
24 ~~assignment.~~

25
26
27 ~~e) An employee on an approved leave of absence, other than to a non-bargaining unit~~
28 ~~position within the District, shall continue to earn seniority while on such leave.~~

29
30
31 ~~f) An employee's seniority shall accrue during layoff.~~

32
33 ~~If an employee's qualifications for a vacancy are substantially equal to an outside applicant's, the~~
34 ~~District shall assign the employee to the position.~~

35
36 The job-related selection criteria shall be established by the District prior to the initiation of the
37 selection process. These criteria shall be reasonably related to the expected performance for the
38 position. Each candidate is to be rated in writing in terms of the selection criteria during the
39 selection process.

40
41 Employees not selected, upon written request, shall receive an explanation of why they were not
42 selected.

43
44 The District may elect to not transfer an existing employee to a position if the District concludes
45 that a suitable replacement could not be found for the applicant's position. If this occurs and the

1 applicant indicates a desire to be transferred in the subsequent school year, the District may not
2 deny the request if the applicant is selected as the best qualified.

3 ~~Between April 1 and July 15 of the school year, a teacher may only accept one advertised~~
4 ~~position. Only similar positions are limited (i.e. social studies, Beyer, to social studies, Davis).~~

5
6 Once a teacher accepts a position for the next school year, they may not apply for a different
7 position.

8
9 NOTICE OF VACANCY

- 10
11 a) Within seven (7) calendar days after the requirements of a vacancy have been submitted
12 to the Associate Superintendent, Human Resources, it shall be disseminated and posted.
13
14 b) A short term absence of less than one (1) semester, caused by an employee being
15 granted a leave of absence, does not create a vacancy and is not subject to these posting
16 requirements.
17
18 c) A vacancy shall be defined for the purposes of this Article as a position:
19
20 1) of a semester or more in duration presently unfilled (including reasons of
21 resignation, death, discharge, illness, leave of absence, etc.).
22 2) currently filled but which shall be open in the future.
23 3) currently not in existence but which shall be open in the future.
24
25 d) In the case of leaves of absence or illness of one year or less, the employee shall be
26 reinstated at the expiration of the leave of absence to the position previously occupied,
27 or if that position no longer exists, as similar as possible position at that site. However,
28 even though the employee is returning from the leave of absence, the employee is
29 subject to the other transfer provisions.
30
31 e) Vacancy notices, including school and type, shall be ~~disseminated to the Association~~
32 ~~and shall be posted at each school and at the Central Office for a period of ten (10)~~
33 ~~working days posted on-line.~~ When the vacancy is for the first semester, the posting
34 period after ~~August 1~~ July 1 shall be five (5) days. When the vacancy is for the second
35 semester, the posting period after ~~January~~ December 1 shall be five (5) days. The
36 notice shall include the closing date for current employees to make an application. No
37 permanent appointment to an announced vacancy shall be made until after the closing
38 day for accepting applications.

39
40 ~~Openings occurring after the start of school would be filled by the District from a pool~~
41 ~~of available candidates. These positions would be treated as replacement vacancies and~~
42 ~~would be posted for the next school year at least ten (10) school days before the end of~~
43 ~~the current year. Teachers hired from the pool may remain in the position in which they~~
44 ~~were hired if mutually agreed to by the District and the Association.~~

- 1 f) The District will record all vacant certificated positions on the District's "Job Line" and
2 the District's web page on a weekly will post vacancy's on-line on an on-going basis.
3

4 TEMPORARY EMPLOYEES – TRANSFER/REASSIGNMENT

5
6 Temporary employees may be reappointed to open positions without reposting the vacancy.
7 Exception to this would be where an administrative transfer was necessitated by shifting and
8 declining enrollments. Such administrative transfers would be made before reappointments
9 would be made.
10

11 TRANSFERS – SPECIAL EDUCATION RESOURCE SPECIALISTS

- 12
13 a) The District shall have the right to transfer Resource Specialists between the elementary
14 and high school districts. The District shall notify the Resource Specialists of their intent
15 to transfer between districts. All Resource Specialist transfers between districts shall
16 become effective only at the beginning of the school year and shall be based on
17 shifting/declining enrollment.
18
19 b) The District shall determine whether or not overstaffing exists between the elementary
20 and high school district to the nearest whole FTE.
21
22 c) The District shall notify each Special Education Resource Specialist teacher in the
23 overstaffed district of the vacant positions in the non-overstaffed district.
24
25 d) Volunteers for the vacant positions shall be solicited by the administration in the district
26 where overstaffing exists.
27
28 e) The District may only involuntarily transfer whole FTE's (e.g. 1 FTE, 2 FTE's, etc.). The
29 District may voluntarily transfer fractional FTE's, but under no circumstance shall there
30 be a split assignment between the two districts.
31
32 f) If there are no volunteers to transfer to the vacant positions, the Resource Specialist
33 teacher with the least seniority shall be transferred.
34
35 g) If more than one Resource Specialist teacher volunteers to transfer to a vacant position,
36 the Resource Specialist teacher with the greatest seniority shall be placed in the vacant
37 position.
38
39 h) Resource Specialist teachers involved in involuntary transfers shall be given first priority
40 for reinstatement within 24 months from the date of transfer if a vacancy occurs in the
41 district from which the Resource Specialist teacher was transferred.
42
43 i) Employees involved in involuntary transfers shall be notified as soon as the District has
44 determined overstaffing and completed the voluntary process.
45

1 TRANSFERS – FREMONT OPEN PLAN

2
3 Vacant positions in the Fremont Open Plan shall not be subject to the transfer, shifting
4 enrollment or internal posting requirements of the Collective Bargaining Agreement. All vacant
5 positions, regardless of the time of the year, shall be posted internally and externally. The
6 decision to hire an individual for a Fremont Open Plan position shall be made by the interview
7 committee which will be composed of five members, three of whom must be Fremont Open Plan
8 teachers.

9

10 PROGRAM IMPROVEMENT SCHOOLS

11
12 Vacant positions at Program Improvement schools should not be subject to the transfer, shifting
13 enrollment or internal posting requirements of the Collective Bargaining Agreement. The
14 decision to transfer and/or hire a certificated teacher for Program Improvement schools shall be
15 made by the District.

ARTICLE XIV

REASSIGNMENT

1 Definition: Reassignment is a change in grade level (K-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 K-6, principals may only reassign primary grade teachers to upper grades and
14 upper grade teachers to primary grades for compelling reasons. In the absence of
15 compelling reasons, the consent of the teacher is required.
- 16
- 17 4. Assignments will be given 20 calendar days before the end of the school year.
- 18
- 19 5. A good faith effort shall be made to notify employees of reassignment and to provide an
20 opportunity for employees to meet with the local site administrator. In the event the
21 employee is not available, the employee may designate in writing to the local site
22 administrator and the Human Resource Office a person who may speak on his/her behalf.
23 Such a notification of discussion shall not preclude the implementation of the change or
24 assignment.
- 25
- 26 6. Once an employee has been given notice of a reassignment, that reassignment shall not be
27 changed without good cause. When an employee objects to the change in any reassignment,
28 a good faith effort shall be made by the District to find an alternative solution.
- 29
- 30 7. Upon written request, submitted within five (5) working days of notification of the
31 reassignment, the employee shall receive within ten (10) working days a written explanation
32 of efforts made to find alternate solutions when a reassignment is necessary.
- 33
- 34 8. When reassignment is determined and implemented during an academic year which requires
35 an employee to instruct in a subject outside his/her field of training or experience, the
36 District shall provide financial assistance for an orientation, in-service training or release
37 time. The employee may recommend one or more of the activities. Application for
38 assistance shall be made to the supervising administrator. Type of assistance is subject to
39 the approval of the Superintendent's Cabinet.
- 40
- 41 9. An employee holding a Standard Teaching Credential shall not be reassigned subjects other
42 than those designated by the credential except when authorized by the Board of Education.
- 43

1 An employee holding a General Secondary Credential shall not be required to teach in a
2 field other than his/her major or minor except when such reassignment is authorized by the
3 Board of Education.
4

5 10. The principal of a high school or junior high school shall be cognizant of the number of
6 different preparations assigned to the staff members under his/her jurisdiction and where
7 reasonably possible, limit assignments to no more than two (2) departments. This shall not
8 apply to areas of instruction involving mini-courses, alternate ways/methods, or other
9 special type programs.
10

11 11. Reassignment of employees who work in more than one school shall be made in a way that
12 minimizes travel time in accordance with program needs and insures duty free lunch periods
13 of at least thirty (30) minutes, and where applicable, preparation periods.
14

15 ~~12. Transfer Reassignment for Psychologist(s): In the changing of the site work location for~~
16 ~~psychologist(s), the District shall make reasonable efforts to make such changes in site work~~
17 ~~location(s) mutually agreeable between the District and psychologist(s) being considered for~~
18 ~~a change in site location(s).~~
19

20 ~~Further, the District shall consult with the psychologist(s) individually and as a group prior~~
21 ~~to any change in the current site work location(s).~~
22

23 ~~12.~~ 13. The Association and the District agree that teachers in grades 9-12 may be assigned to teach
24 six classes in the fall semester and four classes in the spring semester to help alleviate class
25 size problems. The following process shall be used for this reassignment. The principal
26 shall first ask for volunteers from qualified teachers in the department. If there are no
27 volunteers, the teacher with the least District-wide seniority may be assigned to six classes
28 in the fall and four classes in the spring.
29

30 ~~13.~~ 14. K-6 Vacancies/May 1st — July 15th Through June 30th
31

32 A. Once teacher assignments are determined at individual sites for the upcoming school
33 year, and when a vacancy opens ~~between May 1st through July 15th~~ prior to July 1st,
34 teachers at the site may apply for the vacant position.
35

36 B. This process is limited to the first declared vacancy in a given year at a site.
37

38 C. This option is open only within primary grades for primary teachers and intermediate
39 grades for intermediate teachers, except that a grade 3 teacher may apply for a 4th grade
40 vacancy. A grade 4 teacher has rights to an intermediate grade level or grade 3.
41

42 D. If two or more teachers apply for the vacancy, the teacher with the greatest District
43 seniority will be granted the position.
44

45 E. Subsequent vacancies, including the vacancy created by the aforementioned process,
46 will be filled through the normal selection process.
47

1 14.15. K-6 Vacancies After ~~July 15th~~ June 30th

2
3 If a vacancy occurs after ~~July 15th~~ June 30th, the principal may assign an existing teacher on
4 site, voluntarily, to the vacant position or hire/appoint a new teacher, to the vacant position.
5 The principal must give due consideration to the assignment sheet request forms before
6 making a placement.
7

8 15.16. Resource Specialists

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

- 12
13 A. Special Education Directors shall provide an opportunity for staff involvement when
14 planning Resource Specialists' assignments.
15
16 B. Special Education Directors are responsible for the final development of reassignments
17 in a fair and equitable manner. The District shall provide an opportunity for
18 meaningful participation and involvement of Resource Specialists in the fulfillment of
19 this responsibility.
20
21 C. Assignments that remain unchanged from year to year will be filled by the Resource
22 Specialist who had the same assignment the previous year. This includes any portion
23 of an assignment of 50% or more at a given site. Example: If the allocation at a given
24 site falls from 100% to 50%, the teacher has the right to retain their 50% position, but
25 will need to select an additional 50% assignment as spelled out below.
26
27 D. Resource Specialists, that have a change or partial change (see above) in their
28 assignment from one year to the next, will choose the assignment they want from a list
29 of vacant assignments provided by the District. If more than one Resource Specialist
30 chooses the same assignment, the Resource Specialist with the most District-wide
31 seniority will be placed in the position.
32
33 E. The District may reassign a Resource Specialist from their existing assignment for
34 compelling reasons.
35
36 F. Assignments will be given 20 calendar days before the end of the school year.
37

38 16.17. School Psychologists' assignments will be determined based upon the following guidelines:

- 39
40 A. The Director of Special Education will determine in a fair and equitable manner the
41 amount of service and the schedules that need to be filled.
42
43 B. Assignments that remain unchanged from year to year will be filled by the psychologist
44 that had the same assignment the previous year.
45
46 C. For psychologists who have a change in their assignment from one year to the next,
47 they will choose the assignment they want from assignments that are not the same as in
48 the previous year, and if more than one psychologist chooses the same assignment, the
49 psychologist with the greatest District seniority will be placed in the position.

- 1 D. If the District does not think that a psychologist's assignment is appropriate, they may
2 reassign the psychologist to a different position if there are compelling reasons.
3
4 E. Psychologists shall be on flexible schedules. If the psychologists and Directors cannot
5 agree to the particular days to be worked, then the Associate Superintendent, Human
6 Resources/Designee will set the schedule.
7
8 F. ~~High School~~ Psychologists shall be available to work 10 days (5 days prior to the start
9 of the student traditional schedule, and 5 days after the end of the traditional schedule).
10 These days will be based upon need determined by the ~~Special Education Director~~
11 Senior Director, SELPA.
12
13 G. High School Psychologists shall serve the transitions students based upon the home
14 high school of the student.
15
16 H. Psychologists will complete LEA Medi-Cal billing and have this responsibility added
17 to their overall job duties.
18

19 17. 18. Speech, Language and Hearing Specialist
20

- 21 A. The Director of Special Education will determine in a fair and equitable manner the
22 amount of service and schedules that need to be filled.
23
24 B. Assignments that remain unchanged from year to year will be filled by the Speech,
25 Language and Hearing Specialist that had the same assignment the previous year.
26
27 C. Speech, Language and Hearing Specialists who have a change in their assignment from
28 one year to the next can choose the assignment they want from assignments that are not
29 the same as in the previous year. If more than one Speech, Language and Hearing
30 Specialist chooses the same assignment, the Speech, Language and Hearing Specialist
31 with the greatest District seniority will be placed in the position.
32
33 D. The District may reassign a Speech, Language and Hearing Specialist from their
34 existing assignment for compelling reasons.
35

36 Note: The Speech, Language and Hearing specialists will receive additional
37 compensation for LEA MEDI-CAL billing; this responsibility will be added to their
38 overall job duties.
39

40 18. 19. Athletic Coaching positions will be filled using the following process:
41

- 42 A. The Principal shall determine coaching vacancies for the ensuing year.
43
44 B. The Principal may reappoint all certificated District employee coaches to their previous
45 coaching assignments.
46
47 C. The Principal will advertise (i.e. post as vacancies) all vacant positions throughout the
48 District.
49

- 1 D. If more than one certificated District employee coach applies for a position, the
2 Athletic Director and another coach designated by the Principal, and the
3 Principal/administrative designee will interview the candidates and make a selection
4 by consensus (no scoring or rating sheets).
5
6 E. Certificated District employees shall have first rights of refusal over walk-on coaches.
7
8 F. Active and retired teachers who are hired to coach for Modesto City Schools within ten
9 years of their last Modesto City Schools' coaching assignment shall be given the same
10 years of service credit on the stipend hourly rate schedule that they had as of the last
11 time they coached for Modesto City Schools. No additional credit will be given for
12 experience outside Modesto City Schools.
13
14 G. Retired teacher/coaches who apply for coaching positions are to be considered "non-
15 District" employees and shall not be given priority over active teachers or coaches.
16

17 19, 20. Assignment of Athletic Teacher/Coaches (This section applies to certificated District
18 employees only)

- 19
20 A. Only teachers teaching six instructional periods (excluding a P.E. coaching assignment)
21 shall be paid the 8th period stipend.
22
23 B. All 9-12 teacher-coaches (full-time employees) who are assigned five instructional
24 periods (excluding a P.E. coaching assignment) plus a P.E. coaching assignment, shall
25 receive a portion of a sixth period stipend in addition to their coaching stipend for
26 coaching duties during the 8th period. No coach shall receive more than one sixth
27 period stipend per fall, winter or spring sport seasons.
28

29 20, 24. New Teachers/District Pool

- 30
31 A. New teachers hired into a District "pool" may be placed in particular assignments by
32 the District.
33
34 B. Once new teachers are placed in a specific position, they will not be allowed to apply
35 for other vacancies until the following year. (LOA 6/12/01)
36

37 21, 22. Assignment of Optional Periods

- 38
39 A. The assignment of optional periods shall be as follows:
40
41 1) The principal seeks volunteers within the department in which the assignment is to
42 be made.
43
44 2) Volunteers must be appropriately credentialed and the immediate previous
45 evaluation must be satisfactory.
46
47 3) If there are a greater number of volunteers than available positions, the teachers will
48 have the first opportunity to resolve the assignment among themselves.
49

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

- 3
4 4) If there are an insufficient number of volunteers within a department, the principal
5 will seek volunteers in the school at large who are appropriately credentialed and
6 their immediate previous evaluation was satisfactory.

7
8 If there are a greater number of volunteers than available positions, the
9 assignment(s) shall be resolved as in "3" above.

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

- 16
17 5) If the principal can clearly demonstrate that there are no volunteers to fill the
18 assignment(s), the principal may hire outside the site or the District or reallocate the
19 optional period assignments to another department following the procedures
20 outlined above.

21
22 If the District fills the assignment(s) by hiring additional staff, the unassigned
23 optional period(s) are not to be allocated to other departments.

- 24
25 6) Sites may have no more than three (3) optional periods per department. If, after
26 assignments are made, a department has four (4) optional periods, the District will
27 hire an 80% (.80 FTE) in lieu of the four (4) optional periods in that department.

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

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

37
38 ~~23. Assignments at Overstaffed K-6 Schools:~~

39
40 ~~For the 2010-11 through 2013-14 school years, assignment of teachers at over-staffed K-6~~
41 ~~schools shall be as follows:~~

42
43 ~~A. For the 2010-11 through 2013-14 school years, assignment of teachers at over-staffed~~
44 ~~K-6 schools will be done by seniority.~~

45
46 ~~B. Principals at over-staffed schools will develop the teacher assignments excluding~~
47 ~~categorically funded assignments.~~

48
49 ~~C. Teachers at that site, based on District seniority, will select an assignment from the list.~~

- 1
2 ~~D. At the end of the process, teachers who do not have an assignment at over-staffed~~
3 ~~schools will be subject to a transfer following the contract Transfer language.~~
4
5 ~~E. K-6 schools that are at or under-staffed will follow the regular contract reassignment~~
6 ~~procedures outlined in the Collective Bargaining Agreement.~~
7
8 ~~F. Teachers in categorically funded positions at schools that are overstaffed will be~~
9 ~~transferred if their District seniority places them among the number of overstaffed~~
10 ~~teachers.~~
11
12 ~~G. The provisions of this section shall take place immediately upon ratification by the~~
13 ~~parties.~~
14

15 22. Department/Instructional Team Chairperson, 7-12

16
17 Department/Instructional Team Chairperson 7-12: Beginning with the 2012-13 school year,
18 7-12 Department/Instructional Team Chairperson positions will be established at each 7-12
19 school site. Compensation will be based on a percentage of the Stipend Base Rate and the
20 number of staff members in the department/team.
21

22 Department/Instructional Team Chairperson, 7-12

- 23
24 A. The site administrator will annually notify in writing team/department members of
25 his/her intention to fill Department/Instructional Team Chairperson positions and ask
26 team/department members to submit their recommendations for
27 Department/Instructional Team Chairpersons.
28
29 B. The team/department members' recommendations shall be submitted in writing to the
30 administrator within ten (10) days of the site administrator's notice of his/her intention
31 to fill Department/Instructional Team Chairpersons.
32
33 C. Department/Instructional Team Chairpersons shall be selected by the site administrator
34 after soliciting input from each team/department member. A copy of each
35 team/department members' confidential written preference for Department/Instructional
36 Team Chairperson shall be sent to the Association office by the District. The site
37 administrator shall give good faith consideration to the majority preference of the
38 team/department.

ARTICLE XV

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

1 A. Peer Assistance and Review (PAR) Contract Article

2
3 The Modesto Teachers Association and Modesto City Schools District believe that a Peer
4 Assistance and Review Program (hereinafter called PAR) for permanent teachers provides
5 the best opportunity to insure there is a qualified teacher in every classroom. Both parties
6 agree to form a Peer Assistance and Review Committee to provide training, remediation, and
7 assistance to permanent teachers who are considered by the committee to qualify for PAR
8 based on the law, Board Policy, or the needs of an individual teacher.
9

10 B. PAR Committee

11
12 1. A PAR Committee will be established promptly after the effective date of this agreement.
13 The Committee will consist of eight (8) members, including five (5) members appointed
14 by the Association. The District will appoint three (3) other members. The five (5)
15 appointed teachers shall serve for one (1) year and may be reappointed at the discretion
16 of the MTA President. The Committee will elect its Chairperson by majority vote.
17

18 ~~2. The PAR Committee shall be consulted about the expenditure of all funds generated by~~
19 ~~PAR. The PAR Program shall operate within amounts funded by the state. Five percent~~
20 ~~of the PAR budget shall go to the District for administrative and clerical support. The~~
21 ~~District will have the final say on all budget expenditures.~~
22

23 ~~3. Any portion of an annual appropriation that is not expended during the school year in~~
24 ~~question will be carried over for the uses delineated in this agreement in subsequent~~
25 ~~years.~~
26

27 2.-4. A teacher committee member shall receive an hourly rate of \$50.00 per hour not to
28 exceed \$1500.00 in total for the year and shall be subject to COLA increases
29 commencing with the 2004-05 school year.
30

31 ~~3.-5.~~ The PAR Committee will hold its meetings after normal school hours.
32

33 4.-6. The PAR Committee shall be responsible for the following:
34

- 35 a. Selecting Consulting Teachers.
36 b. Providing training for Consulting Teachers in cooperation with the Director of
37 Human Resources.
38 c. Sending written notification of participation in the PAR Program to
39 participating Consulting Teachers, and the site principal in cooperation with
40 the Human Resources Department.
41 d. Reviewing the assignment of consulting teacher(s).

- e. The District, in consultation with the Committee will establish procedures for application as a Consulting Teacher and the site principal in cooperation with the Human Resources Department.
- f. Reviewing the final report by the Consulting teacher ~~and making recommendations~~ to the Board regarding a Referred Participating Teacher's progress in the PAR Program.
- g. Reviewing the performance of the Consulting Teachers in conjunction with the Director of Human Resources.
- h. Annually evaluating the impact of the program for program improvement ~~and forwarding said report to the Board of Education.~~

5.-7. The Committee, with the approval of the Board of Education, may remove a Consulting Teacher from the position because of the specific needs of PAR and/or inadequate performance as a Consulting Teacher. Prior to such removal, the Committee will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him or her to discuss said reasons.

6.-8. PAR Committee members will also serve as Induction Advisory Committee members for the duration of their appointment.

C. PAR Program

1. Referred Teacher Participants (RTP)

- a. A Referred Teacher Participant is a teacher with permanent status who receives an unsatisfactory overall rating on the year-end evaluation (related to instructional skills, classroom management, knowledge of subject matter, or other related aspects of teaching performance). Permanent teachers may not be referred to PAR for an isolated problem with his or her teaching performance if the overall evaluation is satisfactory. A teacher may not be referred to PAR for attendance problems, repeated tardiness, failure to complete required attendance or grade reports or to comply with other similar administrative requirements or directives. The purpose of such participation is to help the RTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance.
- b. The PAR Committee shall make a good faith effort to assign a Consulting Teacher to the RTP prior to September 1st. At the request of the RTP Consulting Teacher, Director of Human Resources, or on its own initiative, the Committee may assign a different Consulting Teacher to work with the RTP at any time during the year.
- c. The Consulting Teacher shall use such methods as he or she deems appropriate to help the RTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance. The Consulting Teacher will submit periodic (no less than one every three months) written Status Reports to the Committee and Director of Human Resources. The Consulting Teacher

1 will continue to provide assistance to the RTP until he or she receives a
2 satisfactory evaluation. The Consulting Teacher will submit a written Final
3 Report to the Committee and Director of Human Resources. A copy of each
4 report and the Final Report of the Consulting Teacher will be submitted to,
5 and discussed with, the RTP before it is submitted to the Committee. The
6 RTP will have the right to submit to the Committee a written response to each
7 Status Report and to the Final Report of the Consulting Teacher. The RTP has
8 the right to meet with the Committee ~~before it makes a final recommendation~~
9 ~~to the Board of Education.~~

- 10
- 11 d. At all levels of the process, the RTP has the right to be represented by the
12 Association Representative of his or her choice.
- 13
- 14 e. ~~After consideration by the PAR Committee, the results of the RTP's~~
15 ~~participation in the PAR Program shall be forwarded to the Board of~~
16 ~~Education. Each referred teacher participant and consulting teacher shall meet~~
17 ~~separately with the PAR Committee to discuss progress both at the mid-year~~
18 ~~and end of year.~~
- 19
- 20 f. The results of the RTP's participation in the program shall be placed in his or
21 her ~~professional~~ personnel file.

22

23 2. Consulting Teachers

- 24
- 25 a. A Consulting Teacher is a teacher who provides assistance to a Referred
26 Teacher pursuant to PAR. The minimum qualifications for a Consulting
27 Teacher are as follows:
- 28
- 29 1) A teaching certificate for the educational level of the Referred Teacher
30 (e.g., elementary, middle level/junior high, secondary);
- 31
- 32 2) At least three (3) years in the District; and
- 33
- 34 3) Consulting Teachers should have at least three years recent teaching
35 experience in the curriculum area, 7-12, or grade level, K-6, of the
36 Participating Teacher.
- 37
- 38 b. In order to fill a position of Consulting Teacher, a notice of vacancy, prepared
39 and ~~disseminated~~ posted on-line by District personnel staff, which includes
40 the qualifications for the position, ~~will be posted in all schools and in the~~
41 ~~District's Central Office.~~ The committee will make recommendations to the
42 Board of Education for Consulting Teachers from among qualified applicants
43 through an examination of the qualifications submitted, three letters of
44 recommendation from certificated staff, and an interview with the Committee.
- 45

- 1 c. The number of Consulting Teachers will be determined by the Committee
2 based on the needs of the program.
3 d. The term of a Consulting Teacher will be two (2) years, and a teacher may not
4 serve in the position for more than two (2) consecutive terms.
5
6 e. Consulting Teachers will receive a stipend for each RTP they coach, but may
7 not be assigned more than two (2) RTPs.
8

9 D. Director of Human Resources
10

11 1. The Director of Human Resources will manage all aspects of the BTSA/PAR Programs.
12 This includes overseeing the work of each Consulting Teacher and Support Provider. The
13 Director of Human Resources will monitor the performance of each Consulting Teacher
14 and report to the Committee such information each semester ~~or after one-half of the days~~
15 ~~served in a year-round program~~. A copy of the written report and all written
16 documentation relied upon by the Director of Human Resources in making said report,
17 will be submitted to the Consulting Teacher and he or she will have the right to submit a
18 written response to such report. The contents of said reports shall be held by the
19 Committee and may not be used in any dismissal or disciplinary proceeding against the
20 Consulting Teacher. The Director of Human Resources will also, along with the
21 Committee and District, develop appropriate staff development programs for
22 Participating Teachers as well as teachers not participating in the PAR Program.
23

24 ~~2. The Director of Human Resources will be a management position. Since the Director of~~
25 ~~Human Resources must work closely with the Committee, if interviews are held, at least~~
26 ~~two teacher members of the Committee will participate in interviewing for the Director of~~
27 ~~Human Resources position.~~
28

29 E. Application of Agreement
30

31 Except as otherwise expressly provided in this Article, the Association, the school district,
32 and all bargaining unit members, reserve any and all rights granted to, and remain subject to
33 any and all obligations imposed upon them by law, regulation, school district policy, or the
34 agreement.
35

36 F. Duration
37

38 The PAR Program will continue in effect from school year to school year, unless either the
39 Association or the Board of Education gives written notice to the other party by May 1 of its
40 intention to terminate the PAR Program as of the end of that school year.
41

42 G. Pre Par
43

44 Permanent employees may voluntarily participate in Pre Par during a year in which they are
45 not being evaluated. Participation in Pre Par for an individual must be agreed upon by the
46 employee, PAR Committee and the District.
47

1 Teachers providing assistance will be compensated for up to 48 hours per year. The hourly
2 rate of pay is based upon the BTSA stipend amount divided by 48 hours.

ARTICLE XVI

BEGINNING TEACHER SUPPORT AND ASSESSMENT
INDUCTION PROGRAM

1 A. BTSA Induction Program
2

3 The BTSA Program is an induction program implemented under the guidelines of SB 2042.
4 The Modesto Teachers Association and Modesto City Schools agree that the program
5 supports qualifying teachers in obtaining their professional credential and providing quality
6 teachers in every classroom.
7

8 a) Participating Teachers (PT) are:
9

- 10 1) teachers in their first or second year of teaching experience with a Preliminary
11 or Clear teaching credential
- 12 2) out-of-state teachers with 0-5 years of experience
- 13 3) out-of-state teachers with 6 or more years of experience who volunteer to
14 participate in BTSA
- 15 4) teachers who are otherwise identified by the CTC as being required to
16 participate in an induction program in order to fulfill requirements for the
17 Professional Clear Credential
18

19 b) Program Participation
20

21 Participation in the Modesto City Schools' BTSA Induction program shall remain
22 voluntary. However, under the provisions of SB 2042, teachers may be required by the
23 California Commission on Teacher Credentialing (CTC) to participate in an approved
24 induction program, BTSA, in order to earn their Professional Clear Credential.
25 Qualifying teachers who are not required by the CTC to complete the induction
26 requirements specifically for earning the professional clear credential, have the option to
27 participate in the BTSA Induction Program.
28

29 c) Support Provider (SP)
30

- 31 1. A Support Provider is a teacher who provides coaching and assistance to probationary
32 and temporary teachers in their first two years of teaching, or are otherwise identified
33 as required to participate according to the California Commission on Teacher
34 Credentialing regulations for credentialing. The minimum qualifications for a
35 Support Provider are as follows:
36
 - 37 a. A teaching certificate for the educational level of assignment of the new teacher.
 - 38 b. At least two (2) years in the District.
 - 39 c. At least two (2) years recent teaching experience in the subject area or within two
40 grade levels of the new teacher's assignment.

- 1 2. In order to fill a position of Support Provider, a notice of vacancy, which includes the
2 qualifications for the position, will be posted ~~in all schools and in the District's~~
3 Central Office on-line. The Director of Human Resources, in collaboration with the
4 PAR Committee will make recommendations to the Board of Education for Support
5 Providers from among the qualified applicants through an examination of the
6 qualifications submitted, three letters of recommendation from certificated staff, and
7 an interview process like the interview process for regular classroom teachers. Two
8 of the interview team members must be PAR Committee members appointed by
9 MTA.
- 10
- 11 3. The number of Support Providers will be determined by the Director of Human
12 Resources, based on the needs of the program.
- 13
- 14 4. The Director of Human Resources will match PT and Support Provider by school,
15 subject matter (7-12) and grade level (K-6) whenever possible.
- 16
- 17 5. Support Providers will receive a stipend per PT assigned and shall be assigned 1-3
18 PTs. ~~In grades 7-12, the Support Provider may opt to take a release period instead~~
19 ~~of the stipend if they are assigned three PTs. In grades K-6, the Support Provider will~~
20 ~~receive the equivalent of an optional period stipend if they are assigned three PTs in~~
21 ~~lieu of a stipend per PT. If a 7-12 Support Provider cannot opt to take a release~~
22 ~~period based on their assignment (teaching 6 periods), they may still receive the~~
23 ~~equivalent of an optional period stipend.~~ Support Providers will be provided with
24 reasonable release time to observe PTs, if substitutes are available.
- 25
- 26 6. All Site Support Providers with satisfactory completion of Support Provider job
27 requirements, who wish to continue in the next year, will be reappointed if
28 determined by the Director of Human Resources in consultation with PAR Committee
29 members.
- 30

31 B. Director of Human Resources

- 32
- 33 1. The Director of Human Resources will manage all aspects of the BTSA Induction
34 Program. The Director of Human Resources will, in cooperation with District staff and
35 the PAR Committee members, develop appropriate staff development programs for
36 Participating Teachers.
- 37
- 38 2. The Director of Human Resources will be a management position.
- 39

40 C. Application of Agreement

41

42 Except as otherwise expressly provided in this Article, the Association, the District and all
43 bargaining unit members, reserve any and all rights granted to, and remain subject to any and
44 all obligations imposed upon them by law, regulation, school district policy, or the
45 agreement.

1 D. Duration

2
3 The BTSA Induction Program will continue in effect from school year to school year, unless
4 either the Association or the Board of Education give written notice to the other party by
5 May 1 of its intention to terminate the BTSA Induction Program as of the end of that school
6 year.

ARTICLE XVII

CHILD DEVELOPMENT

1 A. SALARY

- 2
- 3 1. The salary schedules for Child Development Teachers shall be established as separate
4 salary schedules ~~with a 179-day 6-hour responsibility base for State Preschool, and a 7-~~
5 ~~hour base for Head Start~~, and include a range for Master's Degree.
- 6
- 7 a. Head Start Child Development Teachers shall be paid on the Head Start Salary
8 Schedule.
- 9
- 10 b. State Child Development Teachers shall be paid on the Child Development Salary
11 Schedule. Beginning with the ~~2012-13~~ 2013-14 school year, ~~the Child Development~~
12 ~~Salary Schedule will be reduced by 5%~~ the 2008-09 Child Development Program
13 State Preschool rate will be reinstated.
- 14
- 15 c. The designated salary schedules will be reflected on the Child Development Head
16 Start Teacher job description and the Child Development State Teacher job
17 description.
- 18
- 19 d. 1) Child Development teachers shall be allowed to accrue compensatory time or be
20 paid their hourly rate commensurate with their current hourly placement when
21 covering another class and/or substituting on a workday before or after their work
22 hours.
- 23
- 24 2) Child Development teachers shall be paid the substitute rate on the corresponding
25 salary schedule during all other time, including preparation time, when covering
26 and/or substituting in a Child Development class.
- 27
- 28 3) No more than 8 hours per day or 20 hours per week of additional hourly time shall
29 be worked by a Child Development teacher. Compensatory time may be accrued
30 when being paid to cover and/or substitute.
- 31
- 32 e. For the 2013-14 school year only, agreed upon by April 1, 2014 and paid before June
33 30, 2014, State Preschool Teachers will receive a 1% one-time, "off the salary
34 schedule" payment.
- 35
- 36 2. Child Development Specialists shall be paid from the Child Development Specialists'
37 Salary Schedule.
- 38
- 39 a. Child Development Specialists shall post a monthly schedule, subject to change based
40 upon the needs of the program, which includes an equal distribution of time at all

1 assigned sites.

- 2
- 3 3. Longevity Stipend: For all Child Development Teachers and Child Development
4 Specialists under this provision, longevity steps will be paid at the completion of 11, 15,
5 and 20 years of service.
- 6
- 7 4. Substitute pay for Substitute Child Development Teachers shall be based on Column 1,
8 Step 1 of the current salary schedule. Substitute Child Development Teachers, as per
9 Title 22 Section 101152 of Community Care Licensing Regulations, shall have a
10 minimum of 6 units in Child Development and/or Early Childhood Education on file
11 with Human Resources.
- 12
- 13 a. Taken from Article XIX, Section VIII, Subsection B:
- 14 i. Child Development substitute teachers will work the number of hours as
15 specified on SubFinder and will be paid for the number of hours worked.
- 16 ii. In the event that the teacher is absent for more than thirty consecutive calendar
17 days, the substitute teacher will work the same number of hours as the teacher's
18 contract and will assume full responsibilities for home visits, parent conferences,
19 and parent education and parent involvement requirements.
- 20 iii. Child Development Programs do not pay more than the basic rate for long-term
21 assignment.
- 22 iv. In the event that the teacher is absent for more than thirty consecutive calendar
23 days, the substitute teacher in a Child Development Program must meet
24 requirements as defined in the CTC Child Development Matrix.
- 25 v. Substitute rates for Child Development substitutes shall be based on Step 1,
26 Range 1 of their corresponding salary schedules.
- 27 vi. Regular Child Development teachers who substitute during their prep time shall
28 be paid on Step 1, Range 1 of their corresponding salary schedule.
- 29
- 30 b. Child Development Program teachers who are on laid-off status shall have the first
31 right of refusal for all substitute jobs, and shall be called in the order of their District
32 seniority.
- 33
- 34 c. After the 20th day of continuous substitute teaching at the same site, laid-off teachers
35 shall earn their per diem salary starting on their 21st day of service.
- 36
- 37 d. If placed on a long-term assignment of 30 days or more, laid-off teachers shall earn
38 their per diem salary from the first day of service.

39

40 **B. HOURS OF EMPLOYMENT**

41

42 1. **Head Start Child Development Teachers**

43

44 The workday for Head Start members of the bargaining unit shall be 450 minutes per day
45 including recess, preparation and a duty-free lunch of at least 30 minutes. Teachers whose

1 work contract is beyond the 450 minutes will have their salary factored to reflect the
2 additional hours.

3
4 Full-Day Head Start Teachers: Full-day Head Start Teachers shall have 360 minutes of
5 student contact time.

6
7 Part-Day Head Start Teachers: Part-day Head Start Teachers shall have 210 minutes of
8 student contact time.

9
10 2. State Child Development Teachers

11
12 a. ~~Cal SAFE Teachers:~~ The workday for Cal SAFE members of the bargaining unit
13 shall be 450 minutes per day including recess, preparation and a duty-free lunch of at
14 least 30 minutes. ~~The Cal SAFE program is administered, directed and supervised by~~
15 ~~the District's Alternative Education Program, not Child Development.~~

16
17 a. b. Part-Day Preschool Teachers: The workday for Part-Day Preschool members of the
18 bargaining unit shall be 390 minutes per day including preparation, recess and a duty-
19 free lunch of at least 30 minutes, and 180 minutes of student contact time. Teachers
20 whose work contract is beyond 390 minutes will have their salary factored to reflect
21 the additional hours.

22
23 b. c. The workday for the Child Development Specialists shall be 8 hours per day and will
24 include a 30-minute duty-free lunch.

25
26 3. Work Year for Child Development Teachers

27
28 All Child Development Teachers shall implement the approved Child Development
29 Program Calendar which is based on the responsibility days listed below and includes
30 staff development, staff work and student attendance days. All time off shall be reported
31 to the Child Development Department through the District's SubFinder System.

32
33 Head Start Teachers

34
35 Full-Day 226 Responsibility Days
36 Part-Day 479 183 Responsibility Days
37 *(172 Student Days/3 Staff Development Days/
38 8 Staff Work Days)*

39
40 Preschool Teachers

41
42 Part-Day 479 183 Responsibility Days
43 *(172 Student Days/3 Staff Development Days/
44 8 Staff Work Days)*
45

1 Cal-SAFE Teachers 182 Responsibility Days

2
3 Child Development Specialist 219 Responsibility Days

4
5 Staff Development Days

6
7 All Child Development Teachers shall have staff development days included in their
8 contracted days of: Part-day Head Start and Full-day Head Start Programs – three (3) days;
9 Part-day State Preschool – one (1) day. Staff Development days shall be established in one-
10 half (½) or whole day increments. Staff Development Days are mandatory attendance and
11 established at the discretion of the Director of Child Development Programs to provide
12 training and professional development to staff.

13
14 The District will provide both Cardio-Pulmonary Resuscitation (CPR) and Basic First Aid
15 (FA) training during staff development days. In order to meet Title 22 Regulations and the
16 standards set forth by the California Emergency Medical Services Authority (EMSA) and
17 commonly accepted best practices for the child development field, all Child Development
18 Teachers shall maintain current CPR/FA certification. The District will attempt to maintain
19 the current every-other-year CPR/FA certification process currently utilized. If the District-
20 sponsored training is not attended, it shall be the employee’s responsibility to obtain the
21 certification and submit proof of such.

22
23 Staff Work Days

24
25 All Child Development Teachers shall have staff work days included in their contracted days
26 of: Part-day Head Start and Full-day Head Start Programs – eight (8) days; Part-day State
27 Preschool – ~~three (3)~~ five (5) days. Staff Work days are student non-attendance days and
28 shall be established in one-half (½) or whole day increments.

29
30 Staff work days are established for, but not limited to, start-up; close-out; orientation;
31 classroom set-up and home visit activities; program planning; networking; curriculum
32 planning and implementation; developmental screening of students; and parent conferences.
33 Not more than one (1) of the established staff work days will be for staff to close out the year.

34
35 Staff/Faculty Meetings

36
37 The total number of Child Development staff/faculty meetings shall not exceed one (1) per
38 month per program. The one meeting does not include individual teacher responsibilities,
39 such as IEPs, SSTs, CSTs, case conferencing, etc., nor do they include grade or site level
40 meetings. Child Development Administration may schedule up to three (3) additional
41 staff/faculty meetings throughout the school year. A draft agenda for required meetings will
42 be sent at least forty-eight (48) hours in advance, excluding weekends and holidays. The
43 District will publish required meeting dates and times on the annual Child Development
44 Planning Calendar and Monthly Reminder Calendars. The duration of meetings outlined in
45 this section shall be a maximum of 1.5 hours, which will include 15 minutes for MTA.

1 Staff/Faculty meetings are established to provide and receive information and input to and
2 from staff. Staff/Faculty meetings may also contain Staff Development time.

3
4 Compensatory Time

5
6 Time spent in activities that exceed the normal work hours will be given in compensatory
7 time by the District to all Child Development Teachers. The Director of Child Development
8 Programs/designee must approve in advance the accrual and use of compensatory time unless
9 there is an unforeseen emergency.

10
11 Full-Day Child Development Teachers will accumulate their compensatory time and when
12 the number of hours equals their daily contract hours, they will be credited time for a full day
13 and a substitute will be provided. Full-Day Teachers will be allowed to accrue and use
14 compensatory time without substitute coverage. Part-Day Child Development Teachers will
15 accumulate their compensatory time which must be taken during preparation time.
16 Compensatory time must be taken in the current year.

17
18 Professional Responsibilities

19
20 All Child Development Teachers shall hold and maintain, at a minimum, the Child
21 Development Teacher Permit or above (not an Associate Teacher) issued by the California
22 Commission on Teacher Credentialing.

23
24 All Child Development Teachers shall: provide development screening for students within
25 the first 30 days for Head Start or the first 60 days for State Preschool (~~optional for State~~
26 ~~Preschool~~); provide ongoing student assessments with collection and reporting periods –
27 three (3) for Head Start and two (2) for State Preschool; including federal or state mandated
28 assessments and assessments related to phonemic awareness; implement the comprehensive
29 CDP curriculum; post weekly lesson plans; provide home visits (two (2) for Head Start and
30 one (1) optional home visit for State Preschool); and provide two (2) parent conferences.

31
32 Effective July 1, 2010, all newly-hired Child Development Teachers (Head Start and State)
33 shall possess, at a minimum, a Bachelor's Degree. All current Child Development staff will
34 be grandfathered unless the state/federal requirements change. State Part-Day Teachers who
35 change sites, but stay within the same program, will maintain their grandfathered status.

36
37 C. EVALUATION

38
39 The evaluation cycle for all Child Development Teachers (State), who receive satisfactory
40 evaluations, will be every third year except for 1st and 2nd year teachers. The evaluation
41 criteria will follow the procedures outlined in Article VIII. First and 2nd year teachers will be
42 evaluated annually. Child Development Teachers shall be treated as permanent employees,
43 for evaluation purposes only, after two years in one program or combination of programs
44 covered in this Article.

1 The annual evaluation of Head Start Teachers (Federal), during the period not covered in the
2 previous paragraph, in accordance with Federal Guidelines, shall be conducted using the
3 approved alternative checklist form by Child Development Administration.
4 A memo or an e-mail issued by an administrator is between the teacher and administrator and
5 may not be shared with other staff or administrators.
6

7 D. TRANSFER/REASSIGNMENT
8

- 9 1. Employees of Child Development Programs may be transferred or reassigned based upon
10 Articles XIII and XIV.
- 11
- 12 2. Prior to any transfer or reassignment, the administration shall discuss the proposed
13 transfer or reassignment with the employee(s) to be transferred or reassigned.
14
- 15 3. A written statement of reasons shall be provided upon request if an employee is
16 transferred or reassigned involuntarily.
17

18 E. CLASS SIZE
19

20 Class size shall be maintained to meet State and Federal regulations concerning number of
21 students per teacher and adult ratios.
22

23 F. LEAVES OF ABSENCE
24

25 Employees of Child Development Programs shall be provided the same leaves of absence as
26 K-12 teachers (Article V).
27

28 G. CHILD DEVELOPMENT EMPLOYMENT
29

30 Child Development experience shall be recognized for placement on the Head Start Salary
31 Schedule, Child Development Salary Schedule and/or Child Development Specialist's Salary
32 to a maximum placement of Step 6.
33

34 Accumulated and unused sick leave shall be transferred to the K-12 program if a Child
35 Development employee is employed in the K-12 program without a break in service.
36 Absence from service for less than one year shall not be counted as a break in service for sick
37 leave transfer purposes.
38

39 MCS Child Development teaching experience within the last ten (10) years, where the
40 employee has at least a B.A. Degree, shall be counted towards placement on the K-12 salary
41 schedule. Each two (2) years of satisfactory Child Development teaching experience shall
42 count for one (1) year salary step placement, up to a maximum of five (5) years in placement
43 on the K-12 teachers' salary schedule, consistent with Article IX Salary, Section E.
44

45 Teachers shall be given an individual, yearly budget for the purchase of non-perishable

1 classroom supplies.

2
3 Ordering of both non-perishable and perishable items shall be at the teacher's discretion,
4 pending administrative approval. Actual purchase and distribution shall be done mostly by
5 site staff.

6
7 A monthly accounting of teacher's purchases shall be provided by the CDP Office.

8
9 H. STATE, FEDERAL, and LOCAL LAWS, REGULATIONS and REQUIREMENTS

10
11 All regulations, laws, requirements and mandates outlined and/or specified by State, Federal,
12 local bodies with jurisdiction over Child Development operations and/or administration shall
13 supersede and invalidate any article or section within this bargaining unit agreement if in
14 direct contradiction or if standards are unmet. This includes but is not limited to Community
15 Care Licensing (Title 22 and Health Code), California Department of Education (Education
16 Code), Child Development Division (Title 5), California Commission on Teacher
17 Credentialing, Fire Marshall, Public Health, and Head Start Performance Standards.

18
19 I. INCLUSION BY REFERENCE

20
21 The Articles noted below from the currently approved Collective Bargaining Agreement are
22 incorporated into this Agreement.

23

	<u>ARTICLE</u>	<u>TITLE</u>
1.	Article I	Agreement
2.	Article III	Contractual Grievance Procedure
3.	Article IX	Salary Introduction and Sections C, E, G, M (5,6) and Q
4.	Article X	Health and Welfare Benefits
5.	Article XI	Miscellaneous-Maintenance of Benefits
6.	Article XII	Organization Security and Payroll Deductions
7.	Article XV	Peer Assistance and Review (PAR) Program
8.	Article XVIII	Rights for Unit Employees
9.	Article XIX	Substitute Employees
10.	Article XXIII	Savings

ARTICLE XIX

SUBSTITUTE EMPLOYEES

1 I. EMPLOYMENT

2
3 A. Legal Status

4
5 Governing Boards of school districts shall classify as substitute employees those
6 persons employed in positions requiring certification qualifications to fill positions of
7 regularly employed persons absent from service. Substitute service may apply toward
8 ~~tenure~~ permanent status subject to standards in Education Code Section 44918, but
9 shall not apply toward salary schedule placement.

10
11 B. Chest X-Ray or Intra-dermal Skin Test

12
13 A chest x-ray or approved intra-dermal skin test is required of every employee of the
14 school district and must be renewed every four years.

15
16 C. Substitute List

17
18 A new substitute list is developed annually. Persons who substitute one year and who
19 are interested in substituting the following year must complete a new information sheet
20 after June 1 each year.

21
22 II. EMPLOYMENT PROCEDURE

23
24 A. Applicant Selection

25
26 All applications for substitute employment are to be submitted in person to the Human
27 Resources Office, Modesto City Schools, 426 Locust Street. The following documents
28 must also be completed and/or submitted:

- 29
30 1. Copy of valid California teaching credential
31 2. Tuberculosis x-ray or intra-dermal skin test report
32 3. State Teachers' Retirement System enrollment form
33 4. W-4 Form
34 5. Child Abuse Form
35 6. Loyalty Oath
36 7. I-9 Form
37 8. DOJ Fingerprint Clearance
38

1 B. Minimum Credential Qualifications

2
3 Applicants for substitute teaching must possess a valid California teaching credential
4 or license. If more than a 30-day assignment (20-day for special education), the
5 applicant must hold a valid credential for subject area, grade level, or specialized areas
6 of instruction.
7

8 III. TEACHER INPUT ON SUBSTITUTE ASSIGNMENT

9
10 Temporary, probationary or permanent teachers may express a preference for a particular
11 substitute teacher to be assigned during their absence. If the regular teacher has a concern
12 over the services of a given substitute teacher's performance, he/she may call the situation
13 to the site administrator's attention. The site administrator shall investigate such concerns.
14 It is not the bargaining unit members' role to evaluate each other; rather, it is the role of
15 management to evaluate.
16

17 IV. AUTHORITY TO DENY SUBSTITUTE SERVICE

- 18
19 1. The site administrator may recommend to the Associate Superintendent, Human
20 Resources or his/her designee that the right of a person on the substitute list to serve as
21 a substitute teacher be denied at their school or for a particular teacher based upon any
22 reason which, in the opinion of the administrator, relates to the welfare of the school,
23 workers of the school, or the pupils of the school.
24
25 2. The Associate Superintendent, Human Resources, or his/her designee, may remove a
26 person's name from the substitute list based upon any reason which relates to the
27 welfare of the school, workers of the school, or the pupils of the school.
28

29 V. AUTOMATIC SEPARATION

30
31 1. End of Assignment

32
33 Substitutes are employed for a maximum of one school year only and are automatically
34 terminated at the end of the school year. The District may employ a substitute in the
35 subsequent school year based on District discretion and the substitute providing
36 reasonable assurance of returning.
37

38 2. Lapse of Credential

39
40 If a substitute's credential lapses or otherwise becomes invalid, the substitute is
41 automatically terminated.
42
43

1 VI. PERFORMANCE OBSERVATION

2
3 The site administrator or his/her designee shall conduct at least one observation of the
4 substitute's performance if the substitute is employed to serve for at least eleven days. If
5 the observation indicates the substitute's performance is deficient, a copy of the observation
6 report shall be delivered to the substitute within five school days after the deficient
7 performance was observed. If the substitute requests a meeting to discuss the performance
8 observation, the site administrator or designee shall arrange the meeting and participate in
9 it. The substitute may arrange to have an Association representative accompany him/her in
10 the meeting. The substitute may file a written response to the observation report, and such
11 response shall be attached to the report.

12
13 VII. TERMINATION DURING SERVICE

14
15 A. If the site administrator or designee determines, based upon personal observation or an
16 investigation, that the conduct of a substitute has been such as to adversely affect the
17 welfare of the school, co-workers at the school, or any pupils at the school, he/she may
18 relieve the substitute of duty and in such instance the site administrator or designee
19 shall report the action and reason for it to the Associate Superintendent, Human
20 Resources. Except in emergencies, prior to relieving the substitute, the site
21 administrator or designee shall discuss his/her concerns with the substitute and shall
22 take into account, in making the final determination, any responses of the substitute. If
23 a substitute is relieved of duty and no modification of the action is made by the
24 Associate Superintendent, Human Resources, or the Board of Education, the decision
25 and in the absence of modification of the action by the Associate Superintendent,
26 Human Resources, or the Board of Education, the recommendation of the site
27 administrator or designee shall be final and binding. The administration's
28 determination of the sufficiency of the reason for relieving the substitute of duty shall
29 be conclusive.

30
31 B. In addition to the authority of the site administrator or designee set forth in A, above,
32 the Board of Education, under Education Code Section 44953, may terminate the
33 service of a substitute employee at any time and there shall be no right of appeal.

34
35 VIII. SUBSTITUTE PAY/ASSIGNMENTS

36
37 A base rate is established for day-to-day substitute teachers (1 to 10 days). A teacher
38 serving continuously in a short-term assignment (between 11 and 30 days) will receive
39 compensation as specifically identified in the substitute salary schedule daily rate. A
40 teacher serving continuously in a long-term assignment (beyond 30 days) will receive
41 compensation above the short-term rate as specifically identified in the substitute salary
42 schedule daily rate.

43
44 Emergency credentialed substitutes cannot serve in the same classroom more than thirty
45 days during the school year.

1 High School and Junior High School

- 2
- 3 1. Teachers substituting three periods or more on any one day will be paid the full
- 4 day's pay.
- 5
- 6 2. Teachers substituting for less than three periods on any one day will be paid one-
- 7 half day's pay.
- 8

9 A. Elementary (K-6)

- 10
- 11 1. Teachers substituting more than one-half the actual teaching time will be paid the
- 12 full day's pay.
- 13
- 14 2. Any assignment that is for less than half the actual teaching time will be paid one-
- 15 half day's pay.
- 16

17 B. Child Development Programs

18

19 Child Development substitute teachers will work the number of hours as specified on

20 SubFinder and will be paid for the number of hours worked.

21

22 In the event that the teacher is absent for more than thirty consecutive calendar days,

23 the substitute teacher will work the same number of hours as the teacher's contract and

24 will assume full responsibilities for home visits, parent conferences, and parent

25 education and parent involvement requirements.

26

27 Child Development Programs do not pay more than the basic rate for long-term

28 assignment.

29

30 In the event that the teacher is absent for more than thirty consecutive calendar days,

31 the substitute teacher in a Child Development Program must meet requirements as

32 defined in the CTC Child Development Matrix.

33

34 Substitute rates for Child Development substitutes shall be based on Step 1, Range 1

35 of their corresponding salary schedules.

36

37 C. Jury Duty

38

39 If a substitute is assigned to substitute for a teacher who is on jury duty, the substitute

40 will be so notified at the time of the assignment. Sometimes this will be only for half-

41 day assignment.

42

43 Should the regular teacher return to school prior to the end of the school day, the

44 substitute will be paid one-half or full day according to sections A, B, or C.

45

1
2
3
4
5
6
7
8

D. Payroll Dates

At the end of each substitute teaching assignment, the substitute is to sign a payroll claim at the school site. If the claim is submitted to the Payroll Department by the 5th of the following month, the substitute will be paid by the 15th. Claims submitted after the 5th will not be paid until the 15th of the next month. All checks are mailed; therefore, it is important that all address changes be reported to the Human Resources Office.

ARTICLE XX

SUMMER SCHOOL

1. K-6 Traditional:

- a. The K-6 summer school year shall be 19 instructional days plus one workday.
- b. K-6 teachers will have no more than 4 hours and 20 minutes of instructional time per day.
- c. K-6 teachers will be paid based on the summer school salary schedule for 5 hours per day.
- d. K-6 teachers will work and be paid for 5 hours prior to the beginning of the student attendance days (teacher workday).

2. 7-8 Traditional:

- a. The 7-8 summer school year shall be 19 instructional days plus one workday.
- b. 7-8 teachers will have no more than 3 hours and 50 minutes of instructional time per day.
- c. 7-8 teachers will be paid based on the summer school salary schedule for 4 hours and 30 minutes per day.
- d. 7-8 teachers will work and be paid for 4 hours and 30 minutes prior to the beginning of student attendance days (teacher workday).

3. 9-12 Traditional:

- a. The 9-12 summer school year shall be 19 instructional days plus one workday.
- b. 9-12 teachers will have no more than 3 hours and 50 minutes of instructional time per day.
- c. 9-12 teachers will be paid based on the summer school salary for 4 hours and 30 minutes per day.
- d. 9-12 teachers will work and be paid for 4 hours and 30 minutes prior to the beginning of student attendance days (teacher workday).

4. The SDC/LH/SH K-12 summer school mirrors the conditions listed above for the corresponding grade range.

5. Summer school teachers who are District employees may share summer school contracts at the discretion of the site administrator. If the site administrator denies the requested share contract, he/she must give a written reason for the denial.

1 6. Summer School teachers shall be prohibited from taking vacation during the summer school
2 period. A violation will affect the teacher's re-employment rights for the following year, and
3 the teacher shall lose the first right of refusal to summer school jobs.
4

5 7. Two summer school teachers may share one assignment as long as service is consecutive, at
6 the discretion of the District.
7

8 8. Summer School enrollments shall be limited to:

- 9
- 10 High School – 45
- 11 Junior High Remedial* – 36
- 12 Elementary Remedial* – 25
- 13

14 Summer School class sizes shall be limited to:

- 15
- 16 High School – 39
- 17 Junior High Remedial – 34
- 18 Elementary Remedial – 25
- 19

20 The above class sizes shall be in full effect by the end of the first week.
21

22 * Remedial – Make-up classes of core classes failed and needed to pass to go to the next
23 grade level and/or to graduate. Classes to make up failed minimum competencies.
24

25 9. No students shall be enrolled after the fourth instructional day.
26

27 10. The District will make a good faith effort to reappoint all previous year summer school
28 teachers (if they have acceptable observation(s) the previous summer) to assignments that are
29 substantially the same, prior to advertising vacancies.
30

31 11. Summer School evaluations will include one student achievement level for remedial classes
32 only for new MCS employees. The student achievement level will be in accordance with
33 Board Policy 4115.
34

35 12. If a permanent District teacher received a satisfactory observation/evaluation in last year's
36 regular school assignment, the teacher will not have to be observed/evaluated. If the
37 employee is new to MCS, teacher will need to be observed/evaluated.
38

39 13. New teachers receiving an unsatisfactory observation/evaluation would require a second
40 observation. At the end of summer school, there needs to be at least one satisfactory
41 observation/evaluation to be considered for the following year's summer school.
42
43

- 1 14. The District may offer on-line summer school offerings in addition to, or in place of,
2 traditional class offerings that may vary in time and days.

ARTICLE XXI

INTERN PROGRAM

1 The Association and District agree to implement an intern program based on the provisions of
2 the Education Code.

- 3
- 4 1. Interns will be appointed to teaching vacancies only after the District determines that there
5 is an insufficient number of certificated applicants who meet the District's specified
6 employment criteria.
7
- 8 2. The District will determine placement of interns based on District need.
9
- 10 3. The District will designate a school-based supervisor to observe and counsel the intern on a
11 regular basis to give feedback to the University Supervisor regarding the intern's
12 performance.
13
- 14 4. The District, in consultation with the Association, will select a school-based cooperating
15 teacher to provide the intern with guidance and support during their internship. The
16 school-based cooperating teacher will be paid a yearly stipend of \$2,250.00. When
17 selecting the cooperating teacher, priority should be given to the department or grade level,
18 then the site and then District-wide.
19
- 20 5. Continuation of an intern's assignment is contingent upon a recommendation of satisfactory
21 teaching competence by the District supervisor and sponsoring agency supervisor.
22 Termination of an assignment, based on unsatisfactory performance, is at District discretion
23 and is the responsibility of the District and the supervising agency.
24
- 25 6. Interns will be evaluated each year using the District's narrative evaluation process.
26
- 27 7. The District may terminate the intern training agreement with sponsoring agencies at
28 anytime if it is found that continuation would be detrimental to the District, staff or
29 students. The District's determination is final.
30
- 31 8. Interns' salary will be equivalent to 92% on Step 1, Column 1 of the Certificated Salary
32 Schedule.
33
- 34 9. The District will provide staff development activities and other resources as part of the
35 intern's training.
36
- 37 10. Interns shall be members of the MTA bargaining unit and subject to all dues regulations.
38
- 39 11. MTA and Modesto City Schools agree to consult on matters pertinent to the District's
40 Internship Program.
41

- 1 12. ~~Interns may serve no more than two years in an assignment.~~ Interns may continue in
2 assignment for the duration of the internship program provided that annual
3 observations/evaluations are satisfactory.
4
5 13. University Interns shall have no rights to the reduction in force process in Education Code
6 section 44949.

STIPENDS

Change	Football, Flag, 7-8	77.5
To	Soccer or Football, Flag, 7-8	77.5
Change	7-8 Annual	No change in hours
To	7-8 Yearbook	
Change	9-12 Annual	No change in hours
To	9-12 Yearbook	

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Report on Projected Enrollment for Fall 2014

February 24, 2014

BACKGROUND

In order to adequately plan for staffing, facility needs, site budgets, etc., enrollment projections are forwarded to site administrators every January. Several factors are included in the projections, including historic movement from grade to grade (cohort progression), subdivision/development activity, attrition rates and program modifications.

Modesto City Schools continues to focus on the economics affecting our region including foreclosure statistics, unemployment rates, birth rates and other data that may impact student enrollment. The unemployment rate in Stanislaus County is approximately 12% as of December 2013, a decline from an unemployment rate of 16% one year ago. **Please see Exhibit A.*

Foreclosure rates are declining in the Modesto City Schools boundaries. Lower numbers of pre-foreclosure and bank-owned properties contribute to neighborhood stability and ultimately are a positive impact on school enrollment.

Modesto City Schools tracks California Birth Rate Profiles by zip code within the Modesto City Schools Elementary District. This data contains the number of births by residents within the applicable zip codes and calculates a historic percentage of births that will become District kindergarten students. **Please see Exhibit B.*

The continued implementation of SB 1381, The Kindergarten Readiness Act of 2010, will expand the number of students eligible to enroll in a transitional kindergarten class. The entrance age for kindergarten enrollment in the 2014-2015 school year is now five years of age by September 1st. Additional transitional kindergarten classes in regional locations are being planned.

Enrollment balancing at four of the seven high schools is still fluid due to the boundary changes approved in the fall of 2013. This will be the second year of change affecting Beyer, Davis, Enochs and Johansen High Schools.

The affect of several program movements planned for fall 2014 are estimated in this year's enrollment projections. These programs, such as the Dual Language Academy consolidation at Bret Harte Elementary, will affect enrollment at both Fairview and Bret Harte. However, because this program is dependent on parent choice, the estimated numbers may need to be revised as more specific student data becomes available.

Report on Projected Enrollment for Fall 2014

Projections and their effect on staffing may be adjusted again later in the spring for actual kindergarten enrollment. Ninth grade ballot counts will also provide a more accurate picture of the impact of the high school boundary changes.

ISSUE

Budget, staffing and facility needs are determined based on the preliminary projections. Enrollment projections, trends and capacities are key pieces of information for the ongoing evaluation of balancing school enrollments.

REPORT

K-6 Enrollment:

The elementary district (K-6) is projected to have an increase in enrollment of 46 students for a total of 12,011 among all K-6 school sites. Special education students are not projected, therefore are not included in these estimated numbers.

The August of 2013 actual K-6 enrollment increased by 25 students from August of 2012.

7-8 Enrollment:

The junior high school enrollment is projected at 2,961 students or 58 students more than the fall of 2013 (not counting special education students).

The August of 2013 actual 7-8 enrollment increased by 72 students from August of 2012.

9-12 Enrollment:

The high school enrollment for the fall of 2013 is projected to be 13,202, a decrease of 149 students (not counting special education students).

The projected decrease in 9-12 enrollment is partially a function of lower eighth grade enrollment in our feeder school districts and the Modesto City Schools Elementary District. Also, a large 12th grade class (Class of 2014), is exiting the system while today's 11th graders, next year's 12th graders are a historically smaller class. **Please see Exhibit C.*

The August of 2013 actual 9-12 enrollment increased by 47 students from August of 2012.

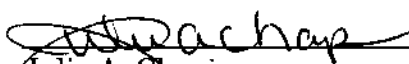
Elliott Alternative Education Center enrollment is not projected; however, enrollment is trending downward. **Please see Exhibit C.*

Report on Projected Enrollment for Fall 2014

The District's regular program enrollment, K-12, not including special education or alternative education is anticipated to decrease by a total of 45 students for a total projected enrollment of 28,174 students. **Please see Exhibit D, detail by school.*


Originating Department: Business Services/Planning

Submitted by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Submission
to the Governing Board by:



Pamela Able
Superintendent

EXHIBIT A

State of California
 EMPLOYMENT DEVELOPMENT DEPARTMENT
 Labor Market Information Division
 P.O. Box 201013
 Stockton, CA 95201

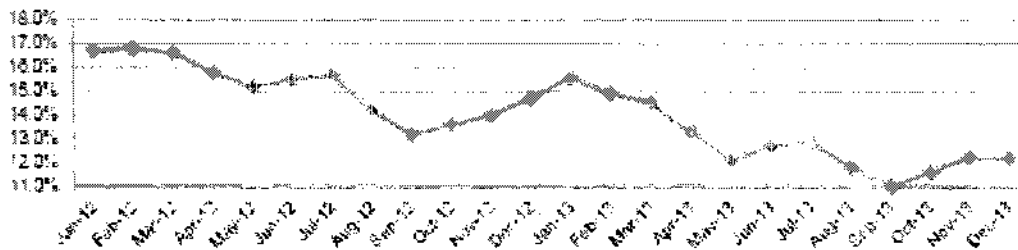
January 24, 2014

Nati Martinez
 209/941-6551

IMMEDIATE RELEASE
 MODESTO METROPOLITAN STATISTICAL AREA (MSA)
 (Stanislaus County)

The unemployment rate in the Stanislaus County was 12.2 percent in December 2013, unchanged from a revised 12.2 percent in November 2013, and below the year-ago estimate of 14.7 percent. This compares with an unadjusted unemployment rate of 7.9 percent for California and 6.5 percent for the nation during the same period.

Unemployment Rate Historical Trend



Industry	Nov-2013	Dec-2013	Change	Dec-2012	Dec-2013	Change
	Revised	Prelim			Prelim	
Total, All Industries	164,700	163,300	(1,400)	161,200	163,300	2,100
Total Farm	13,900	12,600	(1,300)	11,900	12,600	700
Total Nonfarm	150,800	150,700	(100)	149,300	150,700	1,400
Mining, Logging, and Construction	4,900	4,600	(300)	6,500	4,600	(1,900)
Manufacturing	19,300	19,100	(200)	19,200	19,100	(100)
Trade, Transportation & Utilities	36,100	36,500	400	35,300	36,500	1,200
Information	900	900	0	1,000	900	(100)
Financial Activities	5,300	5,300	0	5,400	5,300	(100)
Professional & Business Services	13,200	13,000	(200)	12,700	13,000	300
Educational & Health Services	24,300	24,500	200	24,100	24,500	400
Leisure & Hospitality	15,700	15,800	100	15,000	15,600	600
Other Services	5,200	5,300	100	4,900	5,300	400
Government	28,000	25,700	(2,300)	25,200	25,700	500

Notes: Data not adjusted for seasonality. Data may not add due to rounding.
 Labor force data are revised month-to-month.
 Additional data are available on line at www.labor-marketinfo.edd.ca.gov

EXHIBIT B

Birth History Data Stanislaus County/Modesto City Schools

Birth Year	County Population	TRB	TRB % County	TBISC	TBISC % County	KIND Year	MCS Kind	TRB Percent	TBISC Percent
1975	222,200	4,164	1.874%			1980	1,174	0.2819	
1976	228,900	4,349	1.900%			1981	1,261	0.2900	
1977	239,000	4,543	1.901%			1982	1,372	0.3020	
1978	249,400	4,764	1.910%			1983	1,510	0.3170	
1979	257,300	5,049	1.962%			1984	1,567	0.3104	
1980	265,900	5,487	2.064%			1985	1,695	0.3089	
1981	271,659	5,668	2.086%			1986	1,857	0.3276	
1982	278,389	5,731	2.059%			1987	2,036	0.3553	
1983	285,167	5,297	1.858%	5,771	2.024%	1988	2,048	0.3866	0.3549
1984	291,827	5,336	1.828%	5,894	2.020%	1989	2,062	0.3864	0.3498
1985	298,366	5,510	1.847%	6,096	2.043%	1990	2,104	0.3819	0.3451
1986	307,278	5,764	1.876%	6,229	2.027%	1991	2,145	0.3721	0.3444
1987	318,900	6,095	1.911%	6,491	2.035%	1992	2,111	0.3463	0.3252
1988	331,741	6,614	1.994%	6,988	2.106%	1993	2,148	0.3248	0.3074
1989	346,393	7,027	2.029%	7,410	2.139%	1994	2,116	0.3011	0.2856
1990	365,118	7,744	2.121%	8,137	2.229%	1995	2,186	0.2823	0.2686
1991	383,300	7,574	1.976%	8,034	2.096%	1996	2,182	0.2881	0.2716
1992	395,000	7,501	1.899%	8,107	2.052%	1997	2,061	0.2748	0.2542
1993	404,700	7,397	1.828%	8,186	2.023%	1998	2,027	0.2740	0.2476
1994	408,700	7,393	1.809%	8,174	2.000%	1999	2,045	0.2766	0.2502
1995	411,300	7,272	1.768%	8,057	1.959%	2000	2,019	0.2776	0.2506
1996	416,100	7,157	1.720%	7,819	1.879%	2001	2,017	0.2818	0.2580
1997	419,500	6,757	1.611%	7,579	1.807%	2002	2,051	0.3035	0.2706
1998	434,835	6,927	1.593%	7,971	1.833%	2003	1,998	0.2884	0.2507
1999	446,056	7,115	1.595%	8,173	1.832%	2004	1,905	0.2677	0.2331
2000	459,025	7,241	1.577%	8,360	1.821%	2005	1,900	0.2624	0.2273
2001	472,096	7,586	1.607%	8,752	1.854%	2006	1,840	0.2426	0.2102
2002	485,123	7,929	1.634%	9,149	1.886%	2007	1,864	0.2351	0.2037
2003	498,326	8,022	1.610%	9,018	1.810%	2008	1,771	0.2208	0.1964
2004	511,244	8,058	1.576%	9,228	1.805%	2009	1,699	0.2108	0.1841
2005	505,505	8,445	1.671%	9,699	1.919%	2010	1,718	0.2034	0.1771
2006	518,445	8,728	1.683%	9,905	1.911%	2011	1,775	0.2034	0.1792
2007	529,403	8,826	1.667%			2012	1,817	0.2059	
2008	525,903	8,549	1.626%			2013	1,809	0.2116	
2009	529,403	7,941	1.500%			2014			
2010	514,451	7,804	1.517%			2015			
2011	521,726	7,737	1.483%			2016			

TRB = Total Resident Births (All births by Stanislaus County residents, regardless of place of birth)
 TBISC = Total Births in Stanislaus County (All births occurring in Stanislaus County, regardless of place of residence) Out-of-County Mothers No. longer Tracked 2007

EXHIBIT C

MODESTO CITY SCHOOLS ENROLLMENT HISTORY 1996 - 2013

Grade	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	DIFF
Kind	2,182	2,061	2,027	2,003	2,019	2,017	2,051	1,998	1,905	1,900	1,840	1,864	1,771	1,699	1,718	1,775	1,817	1,809	(8)
1st	2,204	2,227	2,176	2,112	2,092	2,189	2,113	2,088	1,997	1,949	1,941	1,896	1,891	1,818	1,823	1,889	1,860	1,826	(34)
2nd	2,043	2,144	2,206	2,147	2,067	2,071	2,072	2,003	1,980	1,865	1,857	1,826	1,759	1,738	1,730	1,712	1,810	1,803	(7)
3rd	2,023	1,995	2,152	2,168	2,069	2,082	2,027	2,024	1,949	1,838	1,810	1,736	1,695	1,680	1,679	1,672	1,668	1,756	88
4th	1,940	1,970	1,926	2,149	2,149	2,158	2,080	2,057	1,971	1,874	1,733	1,742	1,638	1,648	1,641	1,668	1,613	1,641	28
5th	1,930	1,857	1,957	1,934	2,108	2,121	2,113	2,009	1,893	1,831	1,807	1,649	1,602	1,605	1,593	1,623	1,613	1,552	(61)
6th	1,848	1,879	1,826	1,920	1,923	2,115	2,039	2,051	1,958	1,866	1,724	1,700	1,587	1,533	1,529	1,552	1,559	1,578	19
Kind-6th	14,170	14,133	14,270	14,433	14,427	14,753	14,495	14,230	13,653	13,123	12,712	12,413	11,943	11,721	11,713	11,891	11,940	11,965	25
7th	1,819	1,896	1,881	1,915	1,848	1,883	1,993	1,899	1,856	1,767	1,682	1,583	1,613	1,496	1,439	1,430	1,432	1,516	84
8th	1,688	1,627	1,749	1,714	1,910	1,882	1,838	1,992	1,907	1,837	1,718	1,593	1,508	1,581	1,433	1,398	1,399	1,387	(12)
7th-8th	3,507	3,523	3,630	3,629	3,758	3,765	3,831	3,891	3,763	3,604	3,400	3,176	3,121	3,077	2,872	2,828	2,831	2,903	72
9th	3,430	3,530	3,552	3,647	3,669	3,876	3,939	3,937	4,119	4,039	3,893	3,810	3,701	3,686	3,710	3,537	3,519	3,570	51
10th	3,187	3,210	3,304	3,422	3,516	3,571	3,678	3,673	3,660	3,839	3,805	3,673	3,592	3,542	3,495	3,562	3,374	3,428	54
11th	2,776	2,867	3,021	2,939	3,175	3,215	3,265	3,287	3,319	3,323	3,439	3,492	3,393	3,332	3,192	3,296	3,335	3,201	(134)
12th	2,372	2,477	2,568	2,616	2,629	2,824	2,856	2,913	2,918	2,942	2,948	3,050	3,088	3,119	3,059	3,019	3,076	3,152	76
9th-12th	11,765	12,084	12,445	12,624	12,989	13,486	13,738	13,810	14,016	14,143	14,085	14,025	13,774	13,679	13,456	13,414	13,304	13,351	47
Alternative Ed	810	889	875	1,068	1,124	1,083	896	897	996	959	821	810	760	785	816	702	594	514	(80)
Sp Ed	1,002	1,079	1,182	1,145	1,294	1,382	1,469	1,466	1,459	1,478	1,432	1,416	1,299	1,319	1,235	1,262	1,271	1,242	(29)
Kind-12th	31,254	31,708	32,402	32,899	33,592	34,469	34,429	34,294	33,887	33,307	32,450	31,840	30,897	30,581	30,092	30,097	29,940	29,975	35

Source: Board Approved K-12 First Month (4th Week) Enrollment Counts

EXHIBIT D

Modesto City Schools 2014-15 Preliminary Enrollment Projections

Elementary	K	1st	2nd	3rd	4th	5th	6th	FALL 2014	Fall 2013	13 Fall							
								PROJ	Adjusted Enroll	P-12	So Day						
										+/-							
Beard	50	55	45	60	38	45	48	341	340	1	91						
Bret Harte	185	142	157	140	167	120	106	1017	929	88							
Burbank	145	105	103	92	91	84	80	700	681	19	13						
El Vista	52	58	54	45	48	54	46	357	365	(8)	44						
Enslin	50	50	55	50	55	55	36	351	367	(16)							
Everett	65	63	54	66	39	52	37	376	382	(6)	9						
Fairview	120	145	128	117	115	110	124	859	877	(18)							
Franklin	125	121	144	130	140	102	135	897	877	20							
Fremont	48	50	65	50	37	45	36	331	329	2	33						
Fremont Op	29	31	33	32	31	30	29	215	217	(2)							
Garrison	60	59	47	40	34	34	32	306	310	(4)	77						
Kirschen	98	101	115	125	95	102	99	735	724	11							
Lakewood	43	46	46	55	62	60	57	369	384	(15)	19						
Marshall	104	100	130	100	104	100	82	720	734	(14)	95						
Martone	80	85	96	112	118	105	108	704	716	(12)	11						
Muir	77	75	67	60	61	57	55	452	441	11	48						
Rob Rd	50	60	47	65	53	56	41	372	377	(5)	24						
Rose Ave	75	72	100	86	91	75	56	555	555	0	24						
Shackelford	72	74	70	82	88	71	66	523	505	18	32						
Sonoma	101	80	54	52	60	62	53	462	449	13	48						
Tuolumne	90	91	88	106	80	93	91	639	652	(13)							
Wilson	46	51	50	51	53	34	45	330	343	(13)							
Wright	60	61	60	65	51	52	51	400	411	(11)							
Total K-6	1,825	1,775	1,808	1,781	1,711	1,598	1,513	12,011	11,965	46	493						
								Fall 2014 Fall 2013									
Junior High			7th	8th			Proj	Enroll	+/-								
Hanshaw			400	380			780	742	38	91							
La Loma			359	350			709	699	10	40							
Mark Twain			348	386			734	731	3	35							
Roosevelt			393	345			738	731	7	38							
Total 7-8			1,500	1,461			2,961	2,903	58	184							
								Fall 2014 Fall 2013									
High School			9th	10th	11th	12th	Proj	Enroll	+/-								
Beyer			449	467	388	385	1,689	1,816	(127)	105							
Davis			375	351	347	263	1,336	1,332	4	81							
Downey			546	530	433	399	1,908	1,908	0	111							
Enochs			565	579	600	512	2,256	2,341	(85)	95							
Gregori			525	531	527	517	2,100	2,011	89	86							
Johansen			467	398	368	355	1,588	1,590	(2)	104							
Modesto			621	607	595	502	2,325	2,353	(28)	119							
Total 9-12			3,548	3,463	3,258	2,933	13,202	13,351	(149)	671							
Total	1,825	1,775	1,808	1,781	1,711	1,598	1,513	1,500	1,461	3,548	3,463	3,258	2,933	28,174	28,219	(45)	1,293

MODESTO CITY SCHOOLS

TO Pamela Able, Superintendent Regular Meeting

SUBJECT: Report on and Approval of Piloted Revisions to February 24, 2014
the Citizenship Mark Policy

BACKGROUND

On February 25, 2013, the Board of Education approved proposed revisions to the Citizenship Mark Policy as a one-year pilot with a report/update at the conclusion of the pilot year.

Modesto City Schools' classroom citizenship expectations and consequences are included in the Student Conduct Code, Grade 7-12. In addition, Modesto City Schools defines the essential elements of the moral and ethical behavior expected of every student by the nine character traits (Courage, Honesty, Loyalty, Respect, Responsibility, Civility, Compassion, Initiative, and Perseverance).

REPORT

On February 25, 2013, the Modesto City Schools Board of Education unanimously approved a revision to the citizenship policy that increased the number of students that can participate in activities. Under the past policy, students with two unsatisfactory citizenship marks were ineligible to participate in athletics, cheerleading, and leadership classes. The new one-year pilot program allows students excluded under the old policy to participate in these activities. The policy still prohibits academically ineligible students and students who have committed Conduct Code violations from participating in all activities. Students with unsatisfactory citizenship marks are ineligible to participate in extra-curricular activities.

Modesto City Schools believes there are no throwaway children. The Board changed its policy to bring more students into the fold rather than casting them out. In *The Coming Jobs War*, Gallup Chairman Jim Clifton wrote that the number one reason that students drop out of school is they lose hope, and students succeed when they have the active involvement of an adult who believes in them. Students respond to positive role models and mentors. Teachers, advisors, and coaches teach life lessons that go beyond the classroom. These caring adults provide the hope our students need.

Activities are inherently educational and support our mission by providing students with experiences that foster life skills. Research shows that students who participate in activities tend to have higher grades, better attendance, lower dropout rates, and fewer discipline problems. Through these activities, students build confidence and skills that develop them into responsible adults and productive citizens. Students who do not participate in extracurricular activities are 49% more likely to use drugs and 37% more likely to become teen parents. (United States Department of Education. *No Child Left Behind: The facts about 21st Century Learning*. Washington, DC: 2002.)

Report on and Approval of Piloted Revisions to
the Citizenship Mark Policy

Modesto City Schools teaches character development and has several programs that assist students in developing positive behavior, including Restorative Justice, Positive Behavior Intervention, PeaceBuilders, and Pursuing Victory with Honor. The common theme for all of these programs is developing the whole student, giving students tools to right their wrongs, and making good decisions.

A 2006 research project published by the Center for Information & Research on Civic Learning & Engagement found that high school students who participate in sports and activities are more likely to become young adults who volunteer in their community, register to vote, vote in elections, and feel comfortable speaking in a public setting. These are the future citizens that we hope to develop at Modesto City Schools.

Recent California legislation requires a school district to use corrective means other than suspensions for first-time Conduct Code violations. These include counseling, referrals to support services, and student participation in pro-social behavior and anger management programs. Consistent with this legislation and with the prevailing research on the issue, we believe that at-risk students will benefit from continued participation in the positive character-building experiences we offer through Modesto City Schools' activities.

A citizenship committee met during the 2012 fall semester to consider the impact of the citizenship policy and recommended the new policy. The committee recommended that student leadership, athletics, and spirit leaders/cheerleaders be considered co-curricular activities. The revision delineated the difference between co-curricular and extra-curricular activities. Co-curricular activities include all activities in which a student receives an academic grade and credit on the transcript. The MCS citizenship mark is not used in determining eligibility for participation in co-curricular activities. The proposed change provided equity for all activities in which students receive a grade.

The committee held it is important to recognize good behavior and to document inappropriate behavior. The Modesto City Schools Student Conduct Code is an effective tool for addressing inappropriate behavior. The Conduct Code applies to behavior in the classroom and out of the classroom.

Students continue to receive citizenship marks which are recorded on all report cards. Parents still know when their children are at risk. Activity leaders still have discretion to implement sanctions and promote responsible behavior and good citizenship while keeping students involved in the school community.

Report on and Approval of Piloted Revisions to
the Citizenship Mark Policy

Modesto City Schools Athletic Directors and Principals fully support the revision to the eligibility criteria and recognize that participation in athletics can make a difference in changing the behavior of student athletes in the classroom. Coaches are positive mentors for the students; they expect discipline and hard work as they prepare their athletes for competition. Coaches understand the importance of education and the educational process, and they can be powerful allies to teachers and staff.

Subsequent to the Board's approval of the pilot program, the MCS Athletic Directors and Principals recommend that athletes who receive two (2) or more unsatisfactory citizenship marks in any grading period be placed on athletic probation. Athletes on athletic probation are required to do weekly grade checks with their classroom teachers until their behavior is satisfactory. Athletes who do not improve their classroom citizenship are subject to reduced opportunities to participate in athletic competition and may be temporarily or permanently suspended from athletic contests and/or from the team. Administrative Regulation (AR) 5133, *Athletic Code of Conduct*, 7-12, item 10, was revised to reflect the changes in the eligibility policy.

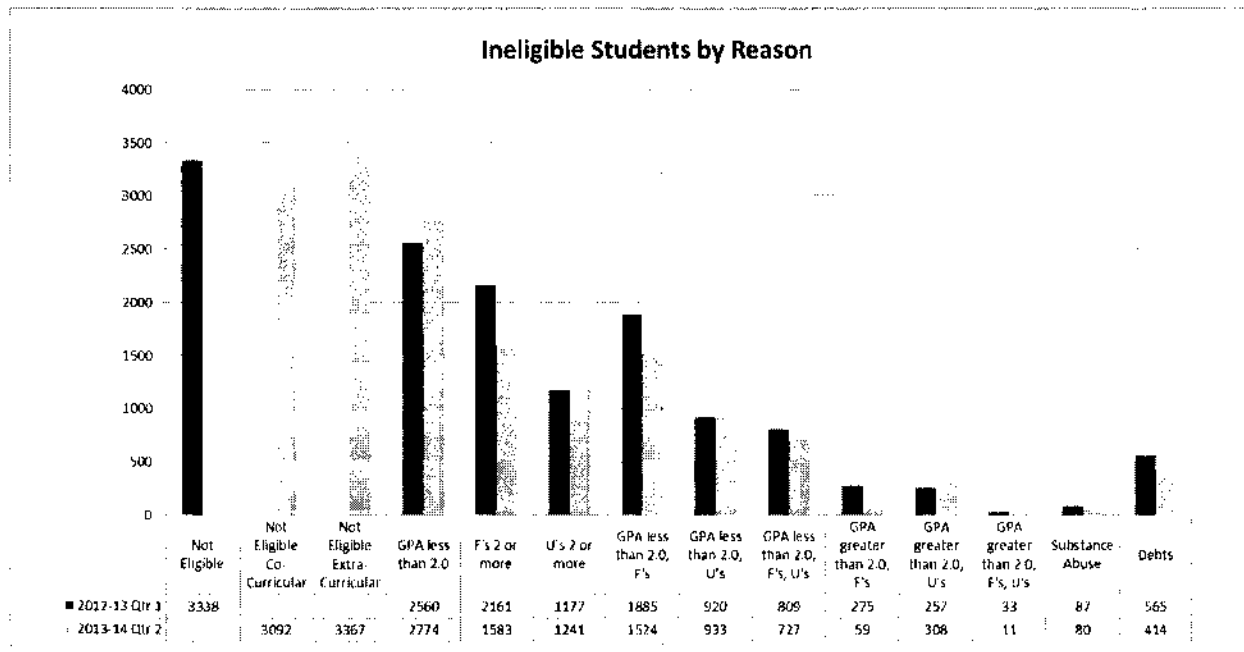
Students have had increased opportunities to stay involved in school activities under the supervision of caring adult mentors. The change positively impacted the lives of several students. Those students were given a chance to make up for their mistakes and change their behavior. Coaches were empowered to mentor students and guide them toward making better decisions.

The change in eligibility criteria resulted in a small increase in student participation with about 50 more students participating in high school activities during the first semester. Most of the students that would have been ineligible at the beginning of the year had improved citizenship and earned higher citizenship marks for the first and second quarter. For example, of the six students who would have been ineligible at the beginning of the year at Beyer, only one continued to receive two or more unsatisfactory citizenship marks at the end of the first quarter. One of the two students at Johansen who would have been ineligible for football showed a dramatic change in his behavior. He brought his GPA up from 2.27 to 3.10 and improved his citizenship with all satisfactory or better marks. The student was eligible to play basketball for the first time in high school. Nineteen athletes met weekly with the Enochs' coaches, and at the semester only one student had an unsatisfactory citizenship mark. The change has been beneficial with students participating in positive experiences with good role models, and the students experiencing success and being involved in school.

Coaches monitored their students' grades and behavior with weekly grade checks, emails to teachers, team meetings, and individual contacts with parents and teachers. Some of the programs held study and tutoring sessions for their student athletes. Students that displayed inappropriate behavior were placed on athletic probation and had reduced opportunities to participate or were removed from the team.

Report on and Approval of Piloted Revisions to the Citizenship Mark Policy

The change in citizenship and eligibility criteria has had a minor impact on classroom citizenship marks and student eligibility data. Prior to the pilot in the fall of 2012, 23.8% of the students were ineligible. At the end of the first semester this year, 22.5% of the students are ineligible for extra-curricular activities and 24.5% are ineligible for co-curricular activities. Grades continue to be the primary criteria in determining eligibility. There has been a slight decrease in the total number of unsatisfactory citizenship marks; however there has been an increase in the total number of students that are ineligible.



SUMMARY

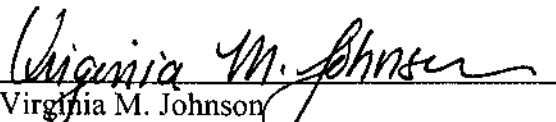
Modesto City Schools has maintained the standard of student academic and behavior accountability. The impact has resulted in positive changes for individual students who were mentored and engaged in school activities. The pilot has confirmed that students respond to positive role models and mentors. Teachers, advisors, and coaches teach life lessons that go beyond the classroom. These caring adults provide the hope our students need.

Report on and Approval of Piloted Revisions to
the Citizenship Mark Policy

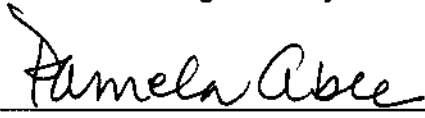
RECOMMENDATION

Mike Coats and Ed Miller will provide an overview of the piloted proposal and the positive results observed during the 2013-14 school year. It is recommended that the Board of Education approve the piloted revisions to the citizenship mark policy.

Reviewed and Recommended by:


Virginia M. Johnson
Associate Superintendent
Educational Services

Approved for Recommendation
to the Governing Board by:


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Resolution No. 13/14-20 Proclaiming February 24, 2014
March 2-8, 2014 as Week of the School Administrator
in Modesto City Schools

BACKGROUND

In 1999, Section 44015.1 was added to the State of California Education Code to read: In observance of the importance of educational leadership at the school, school district, and county levels, the first full week of March of each year shall be designated as "Week of the School Administrator."

ISSUE

Modesto City Schools' administrators deserve the recognition of students, staff, parents, and community members for the support they provide the District. Because of their dedication and hard work, the week of March 2-8, 2014, should be proclaimed Week of the School Administrator in Modesto City Schools.

RECOMMENDATION

It is recommended that the Board of Education approve Resolution No. 13/14-20 proclaiming March 2-8, 2014, as Week of the School Administrator in Modesto City Schools.

Approved for Recommendation
to the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS
GOVERNING BOARD RESOLUTION NO. 13/14-20
PROCLAIMING MARCH 2-8, 2014 AS
WEEK OF THE SCHOOL ADMINISTRATOR IN MODESTO CITY SCHOOLS

WHEREAS, leadership Matters for California's public education system and the more than 6 million students it serves;

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California's superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses; community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the first full week of March as the "Week of the School Administrator" in Education Code 44015.1; and

WHEREAS, the future of California's public education system depends upon the quality of its leadership;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Board of Education, Superintendent, and staff of Modesto City Schools do hereby proclaim that March 2-8, 2014 as WEEK OF THE SCHOOL ADMINISTRATOR at Modesto City Schools.

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Board of Education, held on the 24th day of February 2014 by Governing Board Member, _____ who made the motion, which motion being duly seconded by, _____, was, upon a roll call vote, carried into Resolution and passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST

February 24, 2014
Date

Pamela Able, Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Approval of Vote for No More Than One February 24, 2014
Candidate for the CSBA Delegate
Assembly for 2014

BACKGROUND

The Delegate Assembly is the primary policy-making body of the California School Boards Association. Delegates adopt the association's policy platform, take positions on other critical issues that may come before it, elect the officers and directors, and adopt bylaws changes. Delegates also serve as a two-way communications link between the board members in the region and the regional director, and play an important role in fostering collegiality within their region. There are normally only two Delegate Assembly meetings each year, one in early May just prior to the Legislative Action Conference and one preceding the CSBA Annual Conference in December.

ISSUE:

The Board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. There is one vacancy in Subregion 8-C and two nominations were received. The Board must vote for no more than one candidate. The two nominees are: Faye Lane, *incumbent* (Ceres USD) and Amy Elliott Neumann (Modesto City Schools). The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided. Biographical sketches for each candidate have been provided to the Board.

RECOMMENDATION:

It is recommended that the Board of Education approve a vote for no more than one candidate for the CSBA Delegate Assembly for 2014.

Prepared and Recommended
to the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Resolution No. 13/14-22 Declaring February 24, 2014
the Week of March 3 through March 7, 2014 as
National School Breakfast Week

BACKGROUND

The National School Breakfast Program was established in 1966 to ensure that all children would have an opportunity to start their school day with a healthy breakfast. Recent studies have linked a healthy breakfast to improved academic performance. Modesto City Schools operates an exemplary breakfast program, including the universal classroom breakfast program at Burbank, Franklin, Robertson Road, Shackelford, Tuolumne, and Orville Wright Elementary Schools.

ISSUE

The importance of children beginning their school day with a healthy breakfast should be acknowledged by recognizing National School Breakfast Week in Modesto City Schools.

PROPOSAL

Proclaiming the week of March 3 through 7, 2014 as National School Breakfast Week in Modesto City Schools expresses the appreciation of the Board members and District staff in recognizing the contribution made by the Nutrition Services staff and food service workers to Modesto City Schools.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board of Education approve Resolution No.13/14-22 Declaring the Week of March 3 through March 7, 2014 as National School Breakfast Week.


Originating Department: Nutrition Services Center

Reviewed and Recommended by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:



Pamela Able
Superintendent

**MODESTO CITY SCHOOLS
GOVERNING BOARD
RESOLUTION NO. 13/14-22**

**RESOLUTION DECLARING THE WEEK OF
MARCH 3 THROUGH MARCH 7, 2014 AS NATIONAL SCHOOL BREAKFAST WEEK**

WHEREAS, the National School Breakfast Program was established in 1966 in an effort to provide all children with a healthy start to their school day; and

WHEREAS, the National School Breakfast Program has been linked to improved academic performance, classroom behavior and physical health; and

WHEREAS, many students in Modesto City Schools rely on the school meal program for both breakfast and lunch; and

WHEREAS, the National School Breakfast Program is one of many school meal programs supporting child nutrition and health;

NOW, THEREFORE, BE IT RESOLVED, that the week of March 3 through 7, 2014, is declared National School Breakfast Week in Modesto City Schools.

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Board of Education held on the 24th day of February, 2014, by Governing Board Member

_____, who made the motion, which motion being duly seconded by _____, was upon roll call, carried into Resolution passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

DATE _____

Pamela Able
Board of Education
Modesto City Schools

RES. NO. 13/14-22
February 24, 2014

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of Authorization to Seek Bids
for Re-roofing at Beyer High School (I-Wing)

February 24, 2014

BACKGROUND

On December 9, 2013, the Board of Education approved authorization to seek proposals for RFP No. 14-4541 for lease/leaseback services for Beyer High School Heating, Ventilation and Air-Conditioning (HVAC) replacement in the estimated amount of \$5,000,000. Of this amount, \$250,000 was for re-roofing the I-Wing.

On February 3, 2014, the Board approved authorization to seek bids for re-roofing at various sites 2013/14 in the estimated amount of \$500,000.

It is in the District's best interest to move the re-roofing of Beyer's I-Wing to the competitive re-roofing at various sites 2013/14 bid package.

ISSUE

With funding identified within the Beyer HVAC project, it is recommended that the I-Wing re-roofing project be authorized for competitive bid in accordance with Public Contract Code. All public works projects over \$45,000 must be competitively bid.

PROPOSAL

It is proposed that the re-roofing at Beyer High School (I-Wing) project be advertised for bid in the Modesto Bee and Builders Exchanges.

FISCAL IMPACT

The probable cost for this project is estimated at \$250,000. Funding for this project will come from one-time facility maintenance dollars already approved for Beyer HVAC replacement.


RECOMMENDATION

It is recommended that the Board of Education approve authorization to seek bids for re-roofing at Beyer High School (I-Wing).


Originating Department: Maintenance and Operations

Reviewed and Recommended by:

Approved for Recommendation
to the Governing Board by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Approval of Authorization to Award Bid No. February 24, 2014
14-4539 for New Copiers and Maintenance to
Lucas Business Systems and Ricoh USA

BACKGROUND

Copiers are used throughout the District and need replacing after they reach the end of their useful and economic life. Copier replacements must occur throughout the year as needed.

ISSUE

Public Contract Code Section 20111(a) requires school boards to award contracts to the lowest responsible bidder for purchases of equipment, material, or supplies in excess of \$84,100.

PROPOSAL

Bid specifications were developed and advertised to obtain formal responses. Bid No. 14-4539 for Office Copiers was opened on January 8, 2014. Six responsive and responsible bids were returned. The bid consisted of various categories of copiers, with various specifications and options, plus guaranteed seven-year maintenance costs. Lucas Business Systems (Modesto) and Ricoh USA (Stockton) have submitted the lowest cost bids meeting the District's specifications. Copies of the bid tabulation are available for review in the Purchasing Department.

The bid was structured to allow for initial pricing for a six-month period, with new pricing sheets to be submitted every six months. The bid contract may be continued semi-annually, at the District's option, for up to a five-year maximum period. The six-month pricing re-submittal option allows the two lowest bid suppliers initially awarded the contract to submit refreshed pricing based on current market fluctuations. Orders placed during the course of the contract term would be placed with the lowest cost supplier meeting agency specifications for that period.

The bid contract contains legal language that allows other public agencies to participate in the bid contract award if they so choose. This is commonly referred to as a "Piggyback" bid. Some of the benefits of this bid include expedited procurement; volume purchasing discounts; and contractual agreement for up to five years.

FISCAL IMPACT

Approximate annual expenditures for copier replacements are \$175,000. Various funds may be used for purchases, with the General Fund being the primary funding source.

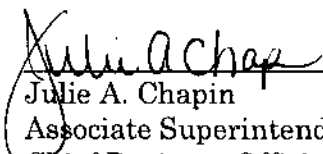
Approval of Authorization to Award Bid No. 14-4539 for New Copiers and Maintenance to Lucas Business Systems and Ricoh USA

RECOMMENDATION

It is recommended that the Board of Education approve authorization to award Bid No. 14-4539 for new copiers and maintenance to Lucas Business Systems and Ricoh USA.


Originating Department: Purchasing

Reviewed and Recommended by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Authorization to Award Bid February 24, 2014
No. 14-4546 Batch Tumble Chiller to
Trimark Economy Restaurant Fixtures

BACKGROUND

On November 12, 2013, the Board of Education approved authorization to seek bids for an additional Batch Tumble Chiller at the Nutrition Services Center.

ISSUE

Public Contract Code Section 20111(a) requires school boards to award contracts to the lowest responsible bidder for purchases of equipment, material, or supplies in excess of \$84,100.

PROPOSAL

Bid specifications were developed and advertised to obtain formal responses. Only one response was received; from TriMark Economy Restaurant Fixtures.

Specifications allowed for installation costs to be provided at both straight time and over-time rates. While it is anticipated that the installation can be done during regular business hours, there is a possibility that the work would have to be done while the Nutrition Services Center is not in operation.

FISCAL IMPACT


Maximum cost will be \$228,837.43. Funds are budgeted in the Cafeteria Fund.

RECOMMENDATION


It is recommended that the Board of Education approve authorization to award Bid No. 14-4546 Batch Tumble Chiller to Trimark Economy Restaurant Fixtures.

Originating Department: Purchasing

Reviewed and Recommended by:


Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of Acceptance of Gifts

February 24, 2014

The District received the following gifts:

1. Dorothy F. Lacoste, \$20 to the Daniel J. Gonsalves Memorial Scholarship Fund for all MCS High Schools.
2. Lee Tidball, \$50 to the Lee Tidball Scholarship fund at Beard Elementary School.
3. Donations to the Chess Club at Bret Harte Elementary School from:
 - Anonymous, \$300
 - Chefs of New York Pizzeria, \$25
 - Donald and Sharon Cripe, \$500
4. Stanislaus County Police Activities League, \$2,000 to Fairview Elementary School.
5. Glenn Davis, \$300 to ASB Basketball at Beyer High School.
6. Alan B. Thomas, \$153 to the ASB Challenged Athletics Club at Beyer High School.
7. Roberts Auto Sales, \$1,000 for Track Uniforms at Davis High School.
8. Keith and Tamara Fraser of Fraser Farms, \$200 to the ASB/Boys' Basketball Club at Downey High School.
9. The Steve Streeter Memorial Golf, \$500 to the ASB/Boys' Golf Club at Downey High School.
10. T.R. Westeyn, \$50 to FFA at Downey High School.
11. Marc Alania, \$50 to Cross Country at Modesto High School.
12. Antoinette D. Clark, \$500 to the Dennis Clark Memorial Scholarship fund at Modesto High School.
13. Donations to the Track Team at Modesto High School from:
 - Christopher C. Carlisle, \$100
 - Frank C. Damrell Jr., \$100
 - Terence P. McHale, \$500

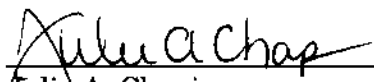
Approval of Acceptance of Gifts

14. MHS Boosters made the following donations to Modesto High School:
 - \$330.44 for Girls' Softball expenses
 - \$2,850 for a Baseball Scoreboard
15. National FFA Foundation, Inc., \$560 to FFA at Modesto High School.
16. Oodles Frozen Yogurt, Inc., \$42.27 to the IB Program at Modesto High School.

RECOMMENDATION:


It is recommended that the Board of Education approve the acceptance of gifts with appreciation as listed above.

Recommended by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation to
the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Ratification of Warrants Drawn for the February 24, 2014
Month of January 2014

BACKGROUND

The Business Services Division draws warrants on a weekly basis to pay the bills of the District. Payroll warrants are drawn on the 15th of the month for claims, and on the last working day of the month for monthly employees.

ISSUE

The California Education Code section 42631 requires the Board of Education to approve all expenditures of the District.

PROPOSAL

Board of Education approval will allow the District to meet Education Code and Annual Audit requirements.

FISCAL IMPACT

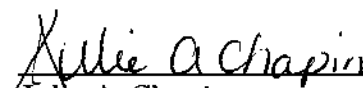
The expenditures are included in the District's budget for fiscal year 2013/14.

RECOMMENDATION

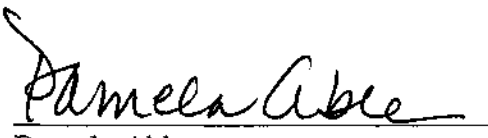
It is recommended that the Board of Education ratify warrants drawn for the month of January 2014.

Originating Department: Accounting

Reviewed and Recommended by:


Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Ratification of Purchase Orders and VISA
Payments for the Month of January 2014

February 24, 2014

BACKGROUND

Purchase orders and VISA payments are tracked each month.

ISSUE

Board Policy 3300 requires Board review of all individual purchase orders issued in excess of \$1,000 and all purchase orders less than \$1,000 by fund total. All purchases are done in accordance with Board Policy, Education Code, Public Contract Code, and/or other applicable regulatory requirements.

PROPOSAL

Board of Education approval will allow the District to meet Board Policy 3300 requirements. A copy of the report is available for review in the Purchasing Department.

FISCAL IMPACT

Funds have been budgeted to cover all expenses for the month of January 2014.


RECOMMENDATION

It is recommended that the Board of Education ratify the purchase orders and VISA payments for the month of January 2014.


Originating Department: Purchasing

Reviewed and Recommended by:

Approved for Recommendation
to the Governing Board by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Ratification of Purchase Orders for Wille Electric Supply Company Only for the Month of January 2014

February 24, 2014

BACKGROUND:

Purchase orders and VISA payments are tracked each month.

ISSUE:

Board Policy 3300 requires Board review of all individual purchase orders issued in excess of \$1,000 and all purchase orders less than \$1,000 by fund total. All purchases are done in accordance with Board Policy, Education Code, Public Contract Code, and/or other applicable regulatory requirements.

PROPOSAL:

Board of Education approval will allow the District to meet Board Policy 3300 requirements. A copy of the report is available for review in the Purchasing Department.

FISCAL IMPACT:

Funds have been budgeted to cover all expenses for the month January 2014.

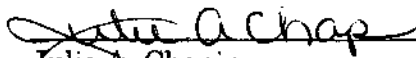
RECOMMENDATION:


It is recommended that the Board of Education ratify the purchase orders for Wille Electric Company only for the month of January 2014.

Originating Department: Purchasing

Reviewed and Recommended by:

Approved for Recommendation to the Governing Board by:


Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Out-of-State Modesto High School Drama Club Trip to Ashland, Oregon February 24, 2014

BACKGROUND

The out-of-state Modesto High School Drama Club trip to Ashland, Oregon for the Oregon Shakespeare Festival was reviewed by the Associate Superintendent, Educational Services.

The trip is scheduled for Monday, March 10 through Thursday, March 13, 2014. Students will miss three days of school.

ISSUE

Out-of-state trips must be approved by the Board of Education.

FISCAL IMPACT

No cost to the District. Funds will be provided by the ASB Club.

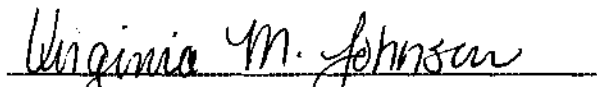
RECOMMENDATION

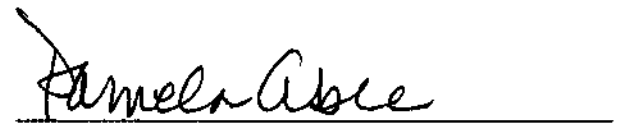
It is recommended that the Board of Education approve the out-of-state Modesto High School Drama Club trip to Ashland, Oregon.

Originating Department: Educational Services

Reviewed and Recommended by:

Approved for Recommendation
to the Governing Board by:


Virginia M. Johnson
Associate Superintendent
Educational Services


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of Junior High School Course
Outlines: ELA

February 24, 2014

BACKGROUND

Course outlines are developed for each junior high and high school class by a committee of representative teachers and administrators. The outlines include instructional texts and materials, expectations for student learning, units of study, unit credit, grading, and other course elements. The course outlines and texts are then submitted to Principals, and the Senior Director, Educational Services, for review and recommendation.

ISSUE

The following junior high school course outlines, including texts, have been approved by representative teachers, the Principals, and the Senior Director, Educational Services.

Revised Courses

- 7 Language Arts
- 7 Language Arts Honors GATE
- 8 Language Arts
- 8 Language Arts Honors GATE

Copies of course outlines are available for review in the office of Educational Services.

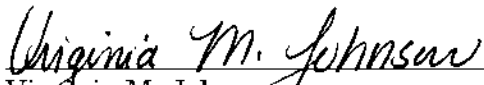
RECOMMENDATION


It is recommended that the Board of Education approve the junior high school course outlines: ELA.

Originating Department: Educational Services

Reviewed and Recommended by:

Approved for Recommendation
to the Governing Board by:


Virginia M. Johnson
Associate Superintendent,
Educational Services


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of High School Course Outline:
Math

February 24, 2014

BACKGROUND

Course outlines are developed for each junior high and high school class by a committee of representative teachers and administrators. The outlines include instructional texts and materials, expectations for student learning, units of study, unit credit, grading, and other course elements. The course outlines and texts are then submitted to Associate Principals, Principals, and the Senior Director, Educational Services, for review and recommendation.

ISSUE

The following high school course outline, including texts, has been approved by representative teachers, the Associate Principals, Principals, and the Senior Director, Educational Services.

New Courses
Secondary Math II

Copies of course outlines are available for review in the office of Educational Services.


RECOMMENDATION


It is recommended that the Board of Education approve the high school course outline: Math.

Originating Department: Educational Services

Reviewed and Recommended by:

Approved for Recommendation
to the Governing Board by:


Virginia M. Johnson
Associate Superintendent,
Educational Services


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of High School Course Outlines:
ELA and Computer Literacy

February 24, 2014

BACKGROUND

Course outlines are developed for each junior high and high school class by a committee of representative teachers and administrators. The outlines include instructional texts and materials, expectations for student learning, units of study, unit credit, grading, and other course elements. The course outlines and texts are then submitted to Associate Principals, Principals, and the Senior Director, Educational Services, for review and recommendation.

ISSUE

The following course outlines, including texts, have been approved by representative teachers, the High School Associate Principals, Principals, and the Senior Director, Educational Services.

New Course

Structured Programming with Lab

Revised Courses

CP English 1, 2

CP English 3, 4

CP English 5, 6

CP English 7, 8

English 7, 8

Pre AP GATE English 1, 2

Pre AP GATE English 3, 4

Copies of course outlines are available for review in the office of Educational Services.

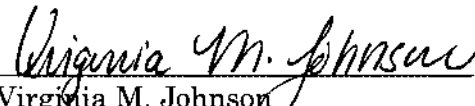
RECOMMENDATION


It is recommended that the Board of Education approve the high school course outlines: ELA and Computer Literacy.

Originating Department: Educational Services

Reviewed and Recommended by:

Approved for Recommendation
to the Governing Board by:


Virginia M. Johnson
Associate Superintendent,
Educational Services


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of CAHSEE Waivers for Special Education February 24, 2014
Students at Beyer, Davis, Downey, Enochs, Gregori,
Johansen, Modesto High School, and Elliott Alternative
Education Center

BACKGROUND

Students receiving Special Education services or with 504 plans may have modifications on the CAHSEE if they are listed in their IEP's (Individual Education Program) or 504 plans.

ISSUE

Modifications fundamentally alter what a test measures, which invalidates the test score.

PROPOSAL

State regulations allow for the parent/guardian of a student who earns the equivalent of a passing score (350) with the use of a modification to request a waiver from the District's Governing Board. Waivers have been submitted for five special education students at Beyer, twelve special education students at Davis, four special education students at Downey, four special education students at Enochs, seven special education students at Gregori, one special education student at Johansen, seven special education students at Modesto High School, and two special education students at Elliott Alternative Education Center. Copies of the waivers are available for review in the Special Education Office.

FISCAL IMPACT


There is no fiscal impact to the General Fund.

RECOMMENDATION


It is recommended that the Board of Education approve the CAHSEE waivers for Special Education students at Beyer, Davis, Downey, Enochs, Gregori, Johansen, Modesto High Schools, and Elliott Alternative Education Center.

Originating Department: Special Education

Reviewed and Recommended by:


Virginia M. Johnson
Associate Superintendent
Educational Services

Approved for Recommendation
to the Governing Board by:


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Agreement Between Modesto City Schools and Licensed Family Child Care Provider Richard Cody for the Fiscal Year 2013/2014 February 24, 2014

BACKGROUND

Modesto City Schools Board of Education approved Agreements between Modesto City Schools and Licensed Family Child Care Providers to offer services for children enrolled in the Family Child Care Program funded by the State's General Child Care contract on May 20, 2013.

ISSUE

In order to expand and meet funded enrollment targets for child care and development services for children enrolled in the Family Child Care Program, agreement with an additional provider must be approved.

PROPOSAL

The Modesto City Schools Board of Education will approve the 2013/2014 Agreement with Licensed Family Child Care Provider Richard Cody. A copy of the agreement is available upon request in the Child Development Programs office.

FISCAL IMPACT

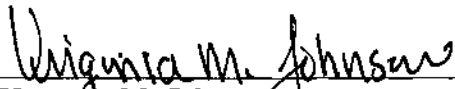
There will be no fiscal impact on the District's General Fund.

RECOMMENDATION

It is recommended that the Board of Education approve the Agreement between Modesto City Schools and Licensed Family Child Care Provider Richard Cody for Fiscal Year 2013/2014.

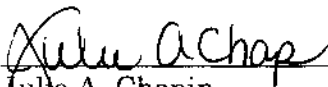
Originating Department: Child Development Programs

Reviewed and Recommended by:



Virginia M. Johnson
Associate Superintendent
Educational Services

Reviewed by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Amendment of Services Agreement February 24, 2014
with Soliant Health for 2013-2014

BACKGROUND

The Special Education Department contracts with outside providers to serve our Special Education population. Service Agreements for these providers are submitted throughout the year. The Board approved a services agreement with Soliant Health at the June 17, 2013, Board meeting. Said agreement is in effect from July 1, 2013 through June 30, 2014.

ISSUE

The District would like to amend the approved services agreement to provide for an increase in services from Soliant Health to include psychologists in addition to speech therapy and sign language interpreting services. Due to several school psychologists on long-term leave, Modesto City Schools SELPA will need to contract with Soliant Health for 2013-2014 to provide services to special education students.

A copy of the amended service agreement between Modesto City Schools SELPA and Soliant Health is available in the Modesto City Schools District Special Education Department for review.

FISCAL IMPACT

The original services agreement Board approved on June 17, 2013, was not to exceed \$60,000. The amendment to the services agreement will increase compensation to Soliant Health by \$24,000. The fiscal impact for services with Soliant Health will not exceed \$84,000.

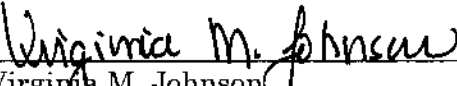
Approval of Amendment of Services Agreement with Soliant Health
for 2013-2014

RECOMMENDATION

It is recommended that the Board of Education approve the amendment to the Services Agreement with Soliant Health for 2013-2014.

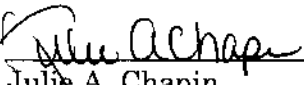
Originating Department: Special Education

Reviewed and Recommended by:



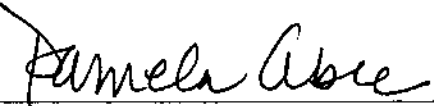
Virginia M. Johnson
Associate Superintendent
Educational Services

Reviewed by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Ratification of Master Contract for February 24, 2014
Non-Public School/Non-Public Agency Services
for the 2013-2014 School Year for North Valley
School-Santa Rosa

BACKGROUND

The Federal Individuals with Disabilities Education Act (IDEA) and state law provide that special education students may be served by a state-approved Non-Public School (NPS) or Non-Public Agency (NPA) only when appropriate public placement or service is not available within the Special Education Local Plan Area (SELPA).

Modesto City Schools contracts with NPS/NPAs to provide specialized educational services not available in District or County programs. A master contract is developed with the NPS/NPA which specifies the types of services authorized and the rates the District will pay for each service. When a student's Individualized Education Program (IEP) team determines that NPS or NPA services are required, an Individual Services Agreement is then executed which specifies the services to be provided for that student pursuant to the IEP.

ISSUE

While the Modesto City Schools SELPA provides a wide range of special education services or contracts with the Stanislaus County Office of Education for such services, there are students with severe educational needs who require placement with an NPS or NPA. Master contracts with these providers are required.

PROPOSAL

Modesto City Schools proposes to contract with NPA provider North Valley School-Santa Rosa for 2013-2014. The contract is available for review in the Special Education Office.

FISCAL IMPACT

The fiscal impact will not exceed \$21,000. Special Education has budgeted \$2,490,000 for NPA/NPS services for the 2013-2014 school year.

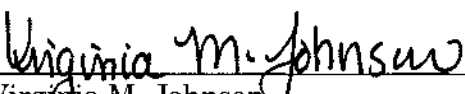
Ratification of Master Contract for Non-Public School/Non-Public Agency Services
for the 2013-2014 School Year for North Valley School-Santa Rosa

RECOMMENDATION

It is recommended that the Modesto City Schools Board of Education ratify the master contract for Non-Public School/Non-Public Agency services for the 2013-2014 school year for North Valley School-Santa Rosa.


Originating Department: Special Education

Reviewed and Recommended by:



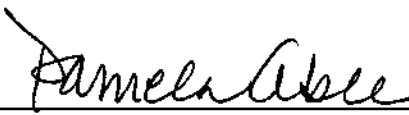
Virginia M. Johnson
Associate Superintendent
Educational Services

Reviewed by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Ratification of Services Agreement with Victor Treatment Centers, Inc. for 2013-2014 February 24, 2014

BACKGROUND

School districts are responsible for providing all Educationally Related Mental Health Services (ERMHS) for students with an Individualized Educational Plan (IEP) since AB3632 was eliminated by the Governor's Line Item Veto in October, 2010. ERMHS are defined in the Individuals with Disabilities Education Act (IDEA) and include individual counseling, counseling and guidance, social work services, day treatment services, and residential services. Historically, these services were provided by County Mental Health Departments under AB3632 and relied heavily upon a medical definition of emotional disability rather than an educational model.

Modesto City Schools has received funds to provide Educationally Related Mental Health Services to the students within our District.

ISSUE

Modesto City Schools currently has students with residential placement that require reimbursement for any and all treatment, room and board costs. These costs will be incurred for the 2013-2014 school year. A copy of the Services Agreement is available in the Modesto City Schools Special Education Department for review.

FISCAL IMPACT

The fiscal impact will not exceed \$82,000.00. The fiscal impact for services with Victor Treatment Centers, Inc. has been included in the Special Education Mental Health fund.

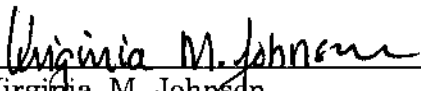
Ratification of Services Agreement with Victor Treatment Centers, Inc.
for 2013-2014

RECOMMENDATION

It is recommended that the Modesto City Schools Board of Education ratify the Services Agreement with Victor Treatment Centers, Inc. for 2013-2014.

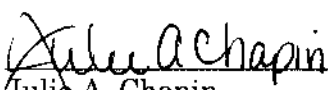
Originating Department: Special Education

Reviewed and Recommended by:




Virginia M. Johnson
Associate Superintendent
Educational Services

Reviewed by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board by:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Designated Personnel Action Items February 24, 2014

The following designated personnel action items are attached for approval by the Board of Education:

CERTIFICATED

- | | | |
|----|--|-----------|
| .1 | Approval of certificated personnel terminations | 2 items |
| .2 | Approval of certificated personnel leaves of absence | 7 items |
| .3 | Approval of certificated personnel employment | 12 items |
| .4 | Approval of certificated personnel other appointments | 30 items |
| .5 | Approval of certificated personnel stipend appointments | 104 items |
| .6 | Approval of certificated personnel stipend deletions | 9 items |
| .7 | Approval of certificated personnel substitute appointments | 14 items |

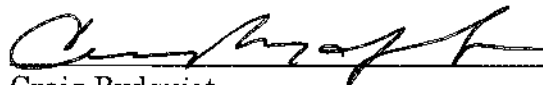
CLASSIFIED

- | | | |
|-----|--|----------|
| .8 | Approval of classified personnel terminations | 6 items |
| .9 | Approval of classified personnel leaves of absence | 19 items |
| .10 | Approval of classified personnel employment | 16 items |
| .11 | Approval of classified personnel other appointments | 2 items |
| .12 | Approval of classified personnel substitute appointments | 10 items |
| .13 | Approval of classified personnel short term appointments
(not to exceed 75% of the school year) | 6 items |

It is recommended that the Board of Education approve the attached designated personnel action items.

Recommended by:

Approved for Recommendation
to the Governing Board by:



Craig Rydquist
Associate Superintendent, Human Resources



Pamela Able
Superintendent

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel terminations:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES
1. Ortega, Lorena	Principal, K-6	Elem. Dist.	Resignation to Accept Bargaining Unit Position	01/22/14
2. Romero-Torres, Lori	Classroom Teacher, 9-12	H.S. Dist.	Resignation	02/28/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel leaves of absence:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Albarran, Cristina	Classroom Teacher, 9-12	H.S. Dist.	Paid Leave of Absence	01/14/14	03/28/14
2. Bento, Margaret	Classroom Teacher, 9-12	H.S. Dist.	Paid Leave of Absence - Revised	10/04/13	05/16/14
3. Harden, Alison	Special Day Class Teacher, P-12	Elem. Dist.	Paid Leave of Absence	03/24/14	05/23/14
4. Manriquez, Erika	Classroom Teacher, K-6	Elem. Dist.	Unpaid Leave of Absence	01/29/14	03/07/14
5. Martinez, Elda	Classroom Teacher, 9-12	H.S. Dist.	Paid leave of Absence - Revised	12/09/13	02/14/14
6. Sivongxay, Thong	Classroom Teacher, K-6	Elem. Dist.	Unpaid Leave of Absence	01/13/14	01/31/14
7. Waterson, Quinn	Classroom Teacher, K-6	Elem. Dist.	Paid Leave of Absence	01/21/14	03/28/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel employment:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Blair, Alice	Special Day Class Teacher, P-12	Elem. Dist.	New Hire - Probationary	01/06/14	
2. Feliciano, Megan	Special Day Class Teacher, P-12	Elem. Dist.	Status Change From Intern to Prob	07/16/13	
3. Fountain, John	District Improvement Facilitator, K-12 - Hanshaw/Mark Twain	Elem. Dist.	From: Classroom Teacher, 7-8 - Mark Twain	02/03/14	
4. Frederiksen, Richard	Adaptive PE Instructor	Admin.	Status Change From Temp to Prob	12/31/13	
5. Havens, Greg	District Improvement Facilitator, K-12 - Downey	H.S. Dist.	From: Classroom Teacher, K-6 - Wilson	01/23/14	
6. Martins, Caroline	District Intern Teacher, 7-8	Elem. Dist.	New Hire - Temporary	02/03/14	05/23/14
7. Nuno-Traverso, Leticia	20% English Learner Counselor / 80% High School Counselor	H.S. Dist.	From: High School Counselor	01/29/14	
8. Ortega, Lorena	Classroom Teacher, K-6	Elem. Dist.	Appointment	01/23/14	
9. Santos, Dennis	District Improvement Facilitator, K-12 - Johansen	H.S. Dist.	From: Classroom Teacher, 7-8 - Hanshaw	02/03/14	
10. Simas, Seth	80% Classroom Teacher, 9-12	H.S. Dist.	New Hire - Temporary	01/06/14	05/23/14
11. Tienken, Darci	School Psychologist	Admin.	Rehire - Temporary	02/03/14	05/30/14
12. Williamson, Deanna	60% Classroom Teacher, 9-12	H.S. Dist.	New Hire - Probationary	11/19/13	

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel other appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Ange, Deborah	Hourly	Elem. Dist.	Academic Intervention	01/13/14	06/01/14
2. Anserlian, Paul	Hourly	Elem. Dist.	Saturday School Teacher	01/23/14	05/22/14
3. Beaton, Michele	Hourly	Elem. Dist.	Academic Intervention	01/20/14	05/15/14
4. Bertonneau III, Daniel	Hourly	Elem. Dist.	Academic Intervention	01/06/14	05/22/14
5. Casillas, Martin	Hourly	Elem. Dist.	Saturday School Teacher	01/23/14	05/22/14
6. Dhillon, Ramandeep	Hourly	Admin.	Adult Education Teacher	07/01/13	06/30/14
7. Eckles, Leigh Ann	Hourly	Elem. Dist.	Academic Intervention	01/13/04	06/01/14
8. Elizondo, Cristina	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
9. Griffin, Charlene	Hourly	Elem. Dist.	Home & Hospital Teacher	01/10/14	06/30/14
10. Huesca, Angelica	Hourly	H.S. Dist.	Extended Summer School Teacher	01/31/14	02/28/14
11. Jackson, Donald	Daily	Elem. Dist.	Extended/Extra Service Days - 16 Days	06/09/14	06/30/14
12. Marshall, Kevin	Hourly	Elem. Dist.	Academic Intervention	01/13/14	06/01/14
13. Martin, Timothy	Hourly	Elem. Dist.	Academic Intervention	01/20/14	05/15/14
14. McGrath, Jennifer	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
15. Mendes, Heidi	Hourly	Elem. Dist.	Academic Intervention	01/06/14	06/01/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel other appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
16. Micheletti, Mark	Hourly	Elem. Dist.	Saturday School Teacher	01/27/14	05/22/14
17. Qualle, Melissa	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
18. Romano, David	Daily	Elem. Dist.	Principal K-6 Elementary Schools	01/23/14	05/22/14
19. Ruiz, Jennifer	Hourly	H.S. Dist.	Extended Summer School Teacher	01/13/14	05/22/14
20. Schultz, Paula	Hourly	Admin.	ROP Evening School Teacher	02/11/14	06/30/14
21. Simpson, Nichelle	Hourly	Elem. Dist.	Home & Hospital Teacher	01/10/14	06/30/14
22. Smith, Mark	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
23. Sprague, Charlotte	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
24. Tefertiller, Megan	Hourly	Elem. Dist.	Extended Summer School Teacher	01/27/14	05/22/14
25. Tornberg, Suzanna	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
26. Vang, Sia	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
27. Vargas-Pena, Irma	Hourly	Elem. Dist.	Academic Intervention	01/06/14	05/22/14
28. Wall-Garvey, Lynette	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14
29. Waterford-Folayan, Rita	Hourly	Elem. Dist.	Academic Intervention	01/14/14	05/22/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel other appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES
30. Willson, Chad	Hourly	Elem. Dist.	Extended Summer School Teacher	01/27/14 05/22/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Aguilar, George	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
2. Bird, Lindsey	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
3. Bispo, Frank	Stipend	H.S. Dist.	Department/Instructional Team Chairperson, 9-12	01/06/14	05/23/14
4. Blanas, Frank	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
5. Blickenstaff, Elizabeth	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
6. Boer, Daniel	Stipend	H.S. Dist.	Boys' Golf Coach	02/10/14	05/17/14
7. Boer, Daniel	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
8. Bryan, Lindsay	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
9. Burris, Tammy	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
10. Butterfield, Christian	Stipend	H.S. Dist.	Boys' Varsity Baseball Head Coach	02/10/14	05/17/14
11. Butterfield, Christian	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
12. Carlin, Niles	Stipend	H.S. Dist.	Boys' Tennis Coach	02/10/14	05/17/14
13. Carlin, Niles	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
14. Chambers, Maurice	Stipend	H.S. Dist.	Combined Track Head Coach	02/10/14	05/17/14
15. Chambers, Maurice	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
16. Chiavetta, Michael	Stipend	H.S. Dist.	Boys' Varsity Swimming Coach	02/10/14	05/17/14
17. Chiavetta, Michael	Stipend	H.S. Dist.	Girls' Varsity Swimming Coach	02/10/14	05/17/14
18. Chiavetta, Michael	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
19. Creech, James	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
20. Davis, James	Stipend	H.S. Dist.	Boys' Sophomore Baseball Head Coach	02/10/14	05/17/14
21. Davis, James	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
22. Devarona, Juan	Stipend	H.S. Dist.	Boys' sophomore Baseball Head Coach	02/10/14	05/17/14
23. Devarona, Juan	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
24. Durbin, Kristie	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
25. Epperson, Amelia	Stipend	H.S. Dist.	Girls' Sophomore Softball Coach	02/10/14	05/17/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
26. Farina, Annamarie	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
27. Flora, Jennifer	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
28. Foote, Theresa	Stipend	Elem. Dist.	Eighth Period Assignment	01/06/14	05/22/14
29. Fredericksen, Jamie	Stipend	H.S. Dist.	50% Department/Instructional Team Chairperson, 9-12	09/16/13	05/23/14
30. Fritz, Joshua	Stipend	H.S. Dist.	Girls' Varsity Soccer Coach	02/10/14	05/17/14
31. Galas, Vincent	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
32. Garcia, Jr., Timothy	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
33. Godinez, Eduardo	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
34. Gonzales, Mark	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
35. Hamilton, Erin	Stipend	H.S. Dist.	Boys' Frosh/Soph Swimming Coach	02/10/14	05/17/14
36. Hamilton, Erin	Stipend	H.S. Dist.	Girls' Frosh/Soph Swimming Coach	02/10/14	05/17/14
37. Handley, Joshua	Stipend	H.S. Dist.	Girls' Varsity Soccer Coach	02/10/14	05/17/14
38. Hayes, Jennifer	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
39. Heese, Brian	Stipend	H.S. Dist.	Combined Track Assistant Coach	02/10/14	05/17/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
40. Heese, Brian	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
41. Herring, Harold Keith	Stipend	H.S. Dist.	Boys' Varsity Swimming Coach	02/10/14	05/17/14
42. Herring, Harold Keith	Stipend	H.S. Dist.	Girls' Varsity Swimming Coach	02/10/14	05/17/14
43. Herring, Harold Keith	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
44. Holliday, Thomas	Stipend	Elem. Dist.	Eighth Period Assignment	01/06/14	05/22/14
45. Ibanez, Jacqueline	Stipend	H.S. Dist.	Girls' Frosh/Soph Soccer Coach	02/10/14	05/17/14
46. Jamison, Robert	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
47. Johnson, David	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	03/14/14
48. Kappas, Mary	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
49. Kazas, Danny	Stipend	H.S. Dist.	Boys' Tennis Coach	02/10/14	05/17/14
50. Kazas, Danny	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
51. Kerlee, Madelynn	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
52. Kirk, Donald	Stipend	H.S. Dist.	Girls' Varsity Softball Coach	02/10/14	05/17/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
53. Kirk, Donald	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
54. Lane, Stanley	Stipend	H.S. Dist.	Boys' Freshman Baseball Head Coach	02/10/14	05/17/14
55. Lazo, Liliana	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
56. Leventini, Paul	Stipend	H.S. Dist.	Girls' Varsity Basketball Head Coach	11/11/13	02/18/14
57. Leventini, Paul	Stipend	H.S. Dist.	Sixth Period Sports Assignment	11/11/13	02/18/14
58. Leventini, Paul	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
59. Lozada, Jovel	Stipend	H.S. Dist.	Combined Track Assistant Coach	02/10/14	05/17/14
60. Magnussen, Grace	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
61. Mann, Michael	Stipend	H.S. Dist.	Combined Track Head Coach	02/10/14	05/17/14
62. Mann, Michael	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
63. Martinez, Adriana	Stipend	H.S. Dist.	Girls' Freshman Softball Coach	02/10/14	05/17/14
64. McCutcheon, Lesli	Stipend	Elem. Dist.	Web Page Design, K-6	01/13/14	05/22/14
65. McEwen, Steven	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	03/14/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
66. McGowan, Guy	Stipend	H.S. Dist.	Combined Track Assistant Coach	02/10/14	05/17/14
67. Mejia, Johnathan	Stipend	H.S. Dist.	Girls' Sophomore Softball Coach	02/10/14	05/17/14
68. Mendes, Matthew	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	03/14/14
69. Mitchell, Douglas	Stipend	H.S. Dist.	Boys' Tennis Coach	02/10/14	05/17/14
70. Mitchell, Douglas	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
71. Mittan, Blake	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	03/14/14
72. Morris, John	Stipend	H.S. Dist.	Combined Track Assistant Coach	02/10/14	05/17/14
73. Neslen, Amanda	Stipend	H.S. Dist.	50% Department/Instructional Team Chairperson, 9-12	09/16/13	05/23/14
74. Nichols, Jr., Sam	Stipend	H.S. Dist.	Boys' Sophomore Baseball Head Coach	02/10/14	05/17/14
75. Nichols, Jr., Sam	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
76. Nitta, Curtis	Stipend	Elem. Dist.	Eighth Period Assignment	01/06/14	05/22/14
77. Nixon, Ryan	Stipend	Elem. Dist.	Eighth Period Assignment	01/06/14	05/22/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
78. Prescott, Karen	Stipend	H.S. Dist.	Girls' Varsity Soccer Coach	02/10/14	05/17/14
79. Radu, Emanuel	Stipend	Elem. Dist.	ASR - Boys' Basketball, 7th	08/08/13	05/22/14
80. Ramsey, Megan	Stipend	H.S. Dist.	Girls' Varsity Softball Coach	02/10/14	05/17/14
81. Ramsey, Megan	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
82. Richards, Michael	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
83. Roe, William	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
84. Sanger, Carmen	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
85. Shahbazian, Haig	Stipend	H.S. Dist.	Boys' Sophomore Baseball Head Coach	02/10/14	05/17/14
86. Shahbazian, Haig	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
87. Shepherd-Matlock, Aimee	Stipend	Elem. Dist.	Eighth Period Assignment	01/06/14	05/22/14
88. Silva, Joe	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
89. Soria, Victor	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
90. Stewart, Bradd	Stipend	H.S. Dist.	Boys' Golf Coach	02/10/14	05/17/14
91. Stewart, Bradd	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
92. Thomas, Clay	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
93. Thrasher, Darren	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
94. Tooker, Royce	Stipend	Elem. Dist.	Recognition Programs Coordinator	08/08/13	05/22/14
95. Underwood, Lance	Stipend	Elem. Dist.	Eighth Period Assignment	01/06/14	05/22/14
96. Van Lieshout, Victoria	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
97. Vincent, Susan	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	03/14/14
98. Viss, Mark	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
99. White, Kristy	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
100. White, Ryan	Stipend	H.S. Dist.	Eighth Period Assignment	01/21/14	05/02/14
101. Whiteside, Anne	Stipend	H.S. Dist.	Eighth Period Assignment	01/21/14	05/02/14
102. Williams, Timothy	Stipend	H.S. Dist.	Girls' Varsity Softball Coach	02/10/14	05/17/14
103. Williams, Timothy	Stipend	H.S. Dist.	Sixth Period Sports Assignment	02/10/14	05/17/14
104. Wilson, Denyce	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	03/14/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel stipend deletions:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Adair, Debbie	Stipend	H.S. Dist.	Eighth Period Assignment	01/06/14	05/22/14
2. Fountain, John	Stipend	Elem. Dist.	Annual, 7-8	02/03/14	05/22/14
3. Havens, Greg	Stipend	Elem. Dist.	Web Page Design, K-6	01/13/14	05/22/14
4. Romero-Torres, Lori	Stipend	H.S. Dist.	Science Olympiad, 9-12	02/28/14	05/22/14
5. Rosenbaum, Gregory	Stipend	Elem. Dist.	ASR-Boys' Basketball, 7th	08/08/13	05/22/14
6. Santos, Dennis	Stipend	Elem. Dist.	Department/Instructional Team Chairperson, 7-8	02/03/14	05/23/14
7. Santos, Dennis	Stipend	Elem. Dist.	Eighth Period Assignment	02/03/14	05/22/14
8. Sharp, Ginger	Stipend	H.S. Dist.	Department/Instructional Team Chairperson, 9-12	01/06/14	05/23/14
9. Souza, Melinda	Stipend	H.S. Dist.	Department/Instructional Team Chairperson, 9-12	09/16/13	05/23/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of certificated personnel substitute appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Allen, Rhonda	Teacher		Substitute	02/03/14	06/30/14
2. Bernier, Michelle	Teacher		Substitute	02/03/14	06/30/14
3. Chaplin, Deborah	Teacher		Substitute	02/12/14	06/30/14
4. Flores, Ramona	Teacher		Substitute	02/03/14	06/30/14
5. Hill, Elaine	Teacher		Substitute	02/13/14	06/30/14
6. Kirland, Susanne	Teacher		Substitute	01/30/14	06/30/14
7. Lopez-Burton, Barbara	Teacher		Substitute	01/23/14	06/30/14
8. Maddox, Jennifer	Teacher		Substitute	02/05/14	06/30/14
9. Manalo, Susannah	Teacher		Substitute	01/31/14	06/30/14
10. McGrath, John	Teacher		Substitute	01/27/14	06/30/14
11. Perez, Alejandra	Teacher		Substitute	02/06/14	06/30/14
12. Rodriguez, Reyes	Teacher		Substitute	02/05/14	06/30/14
13. Stimson, Jr., Raymond	Teacher		Substitute	02/11/14	06/30/14
14. Zimmer, Amber	Teacher		Substitute	01/24/14	06/30/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel terminations:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES
1. De Anda, Antonio	Head Custodian I	Elem. Dist.	Resignation	02/07/14
2. Nabb, Kevin	Programmer/Analyst	Admin.	Resignation	02/28/14
3. Piazza, Genevieve	Administrative Assistant I	Elem. Dist.	Retirement	03/04/14
4. Pirkle, William	Custodian	Admin.	Retirement	01/24/14
5. Shooter-Bilodeau, Clementine	Instr. Para., Sp. Ed., LH/SDL/RS	H.S. Dist.	Resignation	02/21/14
6. von Borstel, Joel	Fire Science Paraprofessional (ROP)	H.S. Dist.	Resignation	02/07/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel leaves of absence:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Aghasian, Elizabeth	Nutrition Services Asst. I	H.S. Dist.	Revised Paid Leave of Absence	01/08/14	03/03/14
2. Ales, James	Nutrition Services Truck Driver	Admin.	Paid Leave of Absence	01/09/14	04/17/14
3. Baker, Gary R.	Custodian	Elem. Dist.	Revised Paid Leave of Absence	10/09/13	02/07/14
4. Bettencourt, Deborah	Instr. Para., Sp. Ed., Intrap. Hrg. Imp./Deaf II	H.S. Dist.	Paid Leave of Absence	02/04/14	03/19/14
5. Campbell, Jeanette	Student Records Clerk, K-6	Elem. Dist.	Revised Paid Leave of Absence	09/03/13	02/28/14
6. DeLeon, Josefina	Bus Operator	Admin.	Revised Paid Leave of Absence	12/02/13	02/28/14
7. Esposito, Janet	Health Clerk	H.S. Dist.	Revised Paid Leave of Absence	01/08/14	02/07/14
8. Glidewell, Heather	Instr. Para., Sp. Ed., LH/SDL/RS	Elem. Dist.	Revised Paid Leave of Absence	11/04/13	01/17/14
9. Gray, Tami	Instr. Para., Sp. Ed., LH/SDL/RS	Elem. Dist.	Revised Paid Leave of Absence	10/16/13	02/14/14
10. Gutierrez, Yareli	After School Program Instr. Para.	Admin.	Revised Unpaid Leave of Absence	01/27/14	05/22/14
11. Kelly-Caldwell, Julie	Instr. Para., Sp. Ed., LH/SDL/RS	H.S. Dist.	Unpaid Leave of Absence	01/27/14	02/04/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel leaves of absence:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
12. Laguna, Vickie	Nutrition Services Asst. I	H.S. Dist.	Unpaid Leave of Absence	02/26/14	03/07/14
13. Morrill, Jamie	Instr. Para., Sp. Ed., Intrap. Hrg. Imp./Deaf	Elem. Dist.	Paid Leave of Absence	01/13/14	01/31/14
14. Murphy, Lori	Staff Secretary III	Admin.	Unpaid Leave of Absence	01/28/14	01/31/14
15. Sanchez, Araceli	Buyer	Admin.	Paid Leave of Absence	01/29/14	03/14/14
16. Shaddock, Kathleen	Account Clerk I	Admin.	Paid Leave of Absence	01/20/14	03/21/14
17. Stanfield, Susie	Instr. Para., Sp. Ed., LH/SDL/RS	Elem. Dist.	Revised Paid Leave of Absence	12/09/13	02/21/14
18. Villa, Hilda	Nutrition Services Asst. II	Admin.	Revised Paid Leave of Absence	08/13/13	02/10/14
19. Wooldridge, Janice	Instr. Para., Sp. Ed., LH/SDL/RS	Elem. Dist.	Paid Leave of Absence	01/07/14	02/06/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel employment:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES
1. Crook, Jordan	Custodian - La Loma/Enslin	Elem. Dist.	New Hire - Replacement	01/27/14
2. Fine, Jessica	Instr. Para., Sp. Ed., LH/SDL/RS - Hanshaw	Elem. Dist.	New Hire	01/27/14
3. Lal, Sharnil	Computer Technician II - Computer Systems	Admin.	New Hire	02/07/14
4. Lopez, John	Instr. Para., Sp. Ed., PH/SH - Garrison	Elem. Dist.	New Hire	01/31/14
5. Luna, Francisco	Custodian - Modesto	H.S. Dist.	New Hire - Replacement	01/27/14
6. McIntosh, Dustin	Computer Technician II - Computer Systems	Admin.	New Hire	02/11/14
7. Meza De Ruiz, Briceidy	Nutrition Services Asst. II - Nutrition Services Center	Admin.	New Hire - Replacement	02/07/14
8. Murphy-Reyes, Ruth	Bus Operator - Transportation	Admin.	New Hire - Replacement	02/03/14
9. Pomeroy, Jennifer	Instr. Para., Sp. Ed., LH/SDL/RS - Hanshaw	Elem. Dist.	New Hire	01/27/14
10. Price, Michelle	Senior Director, Financial Services	Admin.	From: Budget Manager - Budget	02/03/14
11. Quayle, Joshua	Computer Technician II - Computer Systems	Admin.	From: Warehouseperson - Warehouse	02/18/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel employment:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES
12. Ramirez Lara, Elena	Typist Clerk II Translator - Hanshaw	Elem. Dist.	New Hire - Replacement	02/03/14
13. Sanches, Carolina	Instr. Para., Sp. Ed., LH/SDL/RS - Davis	H.S. Dist.	New Hire - Replacement	02/07/14
14. Sedoo, Jacob	Instr. Para., Sp. Ed., PH/SH - Garrison	Elem. Dist.	New Hire	01/31/14
15. Tarr, Paul	Instr. Para., Sp. Ed., LH/SDL/RS - Johansen	H.S. Dist.	New Hire - Replacement	02/07/14
16. Wiggs, Chelsie	Instr. Para., Sp. Ed., LH/SDL/RS - Davis	H.S. Dist.	New Hire - Replacement	02/07/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel other appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Maravilla-Garcia, Ricardo	Translator - Spanish	Elem. Dist.	Part-Time	01/21/14	06/30/14
2. Maravilla-Garcia, Ricardo	Yard Duty Supervisor	Elem. Dist.	Part-Time	01/21/14	06/30/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel substitute appointments:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Arroyo, Alma	Classified		Substitute	01/21/14	06/30/14
2. Brasuell-Wax, Mary	Classified		Substitute	01/17/14	06/30/14
3. Brown, Erin	Classified		Substitute	01/29/14	06/30/14
4. Fontana, Richard	Classified		Substitute	01/24/14	06/30/14
5. Foster, Stacey	Classified		Substitute	01/24/14	06/30/14
6. Gonzalez, Steven	Classified		Substitute	01/24/14	06/30/14
7. LaChapell, Ariana	Classified		Substitute	01/22/14	06/30/14
8. Terrero, Eric	Classified		Substitute	02/06/14	06/30/14
9. White, Kenneth	Classified		Substitute	01/31/14	06/30/14
10. Zuniga, June	Classified		Substitute	02/03/14	06/30/14

MODESTO CITY SCHOOLS PERSONNEL ACTION ITEMS

Date of Board Meeting: February 24, 2014

Action: Approval of classified personnel short term appointments - Not to exceed 75% of the school year:

NAME	CLASSIFICATION	LOCATION	DESCRIPTION/ACTION	EFFECTIVE DATES	
1. Arroyo, Alma	Clerical		Short-Term	01/21/14	06/30/14
2. Brown, Shanae	Clerical		Short-Term	02/03/14	06/30/14
3. French, Judith	Clerical		Short-Term	01/28/14	06/30/14
4. Ortega, Denise	Clerical		Short-Term	03/06/14	06/30/14
5. Vercelli, Laura	Clerical		Short-Term	01/27/14	06/30/14
6. Zuniga, June	Clerical		Short-Term	03/06/14	06/30/14

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of Student Teaching Agreement
with CalStateTEACH

February 24, 2014

BACKGROUND

The District has participated each year in agreements with colleges and universities to provide practice teaching experience to college students enrolled in education curricula.

ISSUE

The District is interested in entering into a student teaching agreement with CalStateTEACH to provide practice teaching experience for their students enrolled in education curricula.

PROPOSAL

The District would like to enter into a student teaching agreement with CalStateTEACH, effective February 25, 2014 and continuing until either party gives notice of its intent to terminate the agreement. Copies of the agreement will be available for review in the Human Resources Office.

FISCAL IMPACT

There will be no cost to the District.

RECOMMENDATION

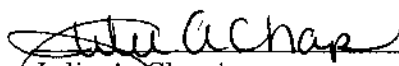
It is recommended that the Board of Education approve the student teaching agreement with CalStateTEACH.

Prepared and Recommended by:



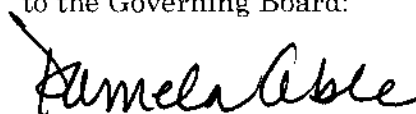
Craig Rydquist
Associate Superintendent, Human Resources

Reviewed by:



Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board:



Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Approval of Certification of Socorro Hernandez February 24, 2014
in Instructional Methodology and
Evaluation of Instruction

BACKGROUND

Board Policy 4315.1, Administrative Competence in Evaluation, and Education Code 35160.5, states that it is the intent of the Modesto City Schools' Board of Education to certify that personnel assigned to evaluate teachers must demonstrate competency in instructional methodologies and evaluation of instruction.

ISSUE

To comply with Board Policy 4315.1, Socorro Hernandez, Administrator of Curriculum and Instruction Support and Pupil Services, 7-8 has received training in instructional methodology and evaluation of instruction.

PROPOSAL

Certify that Socorro Hernandez, Administrator of Curriculum and Instruction Support and Pupil Services, 7-8 has received training in instructional methodology and evaluation of instruction.

FISCAL IMPACT


There will be no cost to the District.

RECOMMENDATION

It is recommended that the Board of Education approve certification of Socorro Hernandez in instructional methodology and evaluation of instruction.

Recommended by:

Approved for Recommendation
to the Governing Board by:


Craig Rydquist
Associate Superintendent, Human Resources


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting

SUBJECT: Approval of Resolution No. 13/14-21 February 24, 2014
Authorizing Assignment of Teachers Outside
of Credentialed Academic Major or Minor Under
the Licensing of Certificated Personnel Law for
the 2013-14 School Year

BACKGROUND

The services of teachers are required in subject areas other than those authorized by his or her credentials because of District need. The District may authorize staff who are holders of a General Elementary or Secondary Credential to teach outside of his or her college academic major or minor. Individuals holding Standard Teaching, Single Subject or Multiple Subject Credentials may be authorized to teach courses in Grades 7-12 other than those authorized by subject areas designated on their credentials.

ISSUE

To qualify to teach certain classes, those teachers with the Standard Secondary or Single Subject credentials must have 18 semester hours of course work, or nine semester hours of upper division, or graduate course work in the subject area, or have completed at least 60 semester hours equally distributed among the four areas of a diversified major for instruction in a self-contained classroom, as set forth in Education Code Section 44263. For those with the Multiple Subject and Standard Elementary Credentials, it is necessary that they have 12 semester units or 6 upper division or graduate units to teach subjects in departmentalized settings in grades nine and below, as set forth in Education Code Section 44256. The holder of a Single Subject teaching or a Standard Secondary teaching credential may be partially assigned to teach classes in grades 5 to 8, inclusive, in a middle school, provided that he or she has a minimum of 12 semester units, or six upper division or graduate units, as set forth in Education Code Section 44258.2. A credential holder whose credential is in a subject other than physical education may be authorized, by action of the Governing Board, to coach one period per day in a competitive sport for which students receive physical education credit, as set forth in Education Code Section 44258.7.

PROPOSAL

Based on the aforementioned Education Code Sections, a Board Resolution must be approved to allow teachers to teach courses that are both necessary and desirable for the efficient operation of the junior and senior high schools.

FISCAL IMPACT

There will be no fiscal impact.

Approval of Resolution No. 13/14-21 Authorizing Assignment of Teachers Outside of Credentialed Academic Major or Minor Under the Licensing of Certificated Personnel Law for the 2013-14 School Year

RECOMMENDATION

It is recommended that the Board of Education approve Resolution No. 13/14-21 authorizing assignment of teachers outside of credentialed academic major or minor under the Licensing of Certificated Personnel Law for the 2013-14 school year.

Recommended by:

Approved for Recommendation to the Governing Board by:



Craig Rydquist
Associate Superintendent, Human Resources



Pamela Able
Superintendent

BEFORE THE BOARD OF EDUCATION OF THE
MODESTO CITY ELEMENTARY DISTRICT AND MODESTO CITY HIGH DISTRICT,
STANISLAUS COUNTY, STATE OF CALIFORNIA

In the Matter of Assignment of)
Teachers Credentialed Outside)
of Major or Minor Under the)
Licensing of Certificated Personnel)
Law for the 2013-14 School Year)

DATE: February 24, 2014
RESOLUTION NO. 13/14-21

WHEREAS, Education Code Sections 44256, 44258.2, 44258.7, 44263 were adopted by the California Legislature as part of the licensing of Certificated Personnel, provides that governing boards of school districts may annually adopt resolutions authorizing the holders of Standard Teaching, Single Subject or Multiple Subject Credentials to teach courses other than those authorized by the subject areas designated on their credentials or to authorize holders of General Elementary or General Secondary Credentials to teach outside of their college major or minor subject areas; and

WHEREAS, many situations arise in which assignment to teach such courses is both necessary and desirable for the efficient operation of the junior and senior high schools;

NOW, THEREFORE, BE IT RESOLVED that for the 2013-14 school year the Superintendent of the Modesto City Elementary District and Modesto City High District shall be authorized to assign teachers in accordance with the procedures enumerated and to delegate such authority as she deems appropriate to the Associate Superintendent, Human Resources.

A. Holders of Standard Teaching, Single Subject or Multiple Subject

Credentials may be assigned to teach courses in Grade 7 through 12 other than those authorized by subject matters designated on their credential or holders of a General Elementary or Secondary Credential teaching outside of their college major or minor area, provided their services are required in other subject matter area because of the impracticality of scheduling them for a full program in the areas of their credential or college subject or no certified person is available who has the appropriate credential or college major; and

B. Holders of a teaching credential in a subject or subjects other than

physical education may be authorized to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

C. Only teachers specifically listed in this resolution, including any teacher

added to the list by any subsequent amendment to this resolution may be assigned in accordance with these procedures.

<u>NAME</u>	<u>LOCATION</u>	<u>CREDENTIAL SUBJECT</u>	<u>ASSIGNED SUBJECT</u>
Chris Aldana	Beyer	SS: Math	PE
Scott Bradley	Beyer	SS: Social Science	PE
Steve Eitelgeorge	Beyer	SS: English	PE
Mark Gonzales	Beyer	SS: Mathematics	PE
Eric Lytle	Beyer	SS: Mild/Moderate	PE
Marcos Rivera	Beyer	SS: Music	PE
Kim Dinnell	Davis	SS: Life Science	PE
John Gahan	Davis	SS: History/Eng	PE
Steven Sather	Davis	SS: Science	PE

<u>NAME</u>	<u>LOCATION</u>	<u>CREDENTIAL SUBJECT</u>	<u>ASSIGNED SUBJECT</u>
Stephen Garrett	Downey	SS: Phys/Life Science	PE
Kendall Graham	Downey	SS: History/English	PE
Jeremy Plaa	Downey	SS: Social Science	PE
Tim Vesey	Downey	SS: Art/Comp. Concepts	PE
Niles Carlin	Enochs	SS: Social Science	PE
Jennifer Carlson	Enochs	SS: Mathematics	PE
Keith Chun	Enochs	SS: Soc Scie/Eng/Spanish	PE
Ed Faria	Enochs	SS: Social Science	PE
Keith Herring	Enochs	Mild/Moderate	PE
Michael Mann	Enochs	Mild/Moderate	PE
Chris Montalbano	Enochs	SS: English	PE
Curtis Reynolds	Enslin	Multiple Subject	PE
Randy Rubio	Enochs	SS: Mathematics	PE
Todd Sevick	Enochs	SS: Soc Scie/Mild/Mod	PE
Haig Shahbazian	Enochs	Mild/Moderate	PE
Phil Vallejo	Enochs	Music	PE
Tim Williams	Enochs	Mild/Moderate	PE
John Biven	Gregori	SS: Art	PE
Michael Cantwell	Gregori	SS: Life Sci/Chemistry	PE
Ethan Duewell	Gregori	SS: Life Sci/Chemistry	PE
Loretta Fillpot	Gregori	SS: Mathematics	PE
Mamta Harris	Gregori	SS: English	PE
Corrie Johnson	Gregori	SS: Health Science	PE
Donald Kirk	Gregori	SS: Social Science	PE
Pete Rodgers	Gregori	SS: Life Sci/Math/Chem	PE
John Souza	Gregori	SS: Soc Sci/Eng	PE
Bradd Stewart	Gregori	SS: Soc Sci/Intro Eng	PE
Maurice Chambers	Johansen	SS: Mathematics/Psych	PE
Dan Kazas	Johansen	SS: Mathematics	PE
Deborah Sessa	Johansen	SS: Spanish	French

<u>NAME</u>	<u>LOCATION</u>	<u>CREDENTIAL SUBJECT</u>	<u>ASSIGNED SUBJECT</u>
Martin Casillas	Modesto	SS: Science	PE
Mike Chiavetta	Modesto	SS: Social Science	PE
Brian Heese	Modesto	SS: Physical Science	PE
Scott Mitchell	Modesto	SS: Art	PE
Arlen Peters	Modesto	SS: Science	PE
Sam Nichols	Modesto	Mild/Moderate	PE
Troy Rexelle	Modesto	SS: Music	PE

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Board of Education held on the twenty fourth day of February, 2014 by Governing Board Member _____ who made the motion, which motion duly seconded by _____ was, upon roll call, carried into Resolution and passed by the following vote:

AYES: Governing Board Members:

NOES: Governing Board Members:

ABSTAINED: Governing Board Members:

ABSENT: Governing Board Members:

ATTEST

Resolution No. 13/14-21
February 24, 2014

Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Amendment of Legal Services February 24, 2014
Agreement with Kronick, Moskovitz, Tiedemann
& Girard for the 2013-2014 School Year

BACKGROUND

At the September 30, 2013 Board meeting, the Board approved a services agreement with Kronick, Moskovitz, Tiedemann & Girard to provide legal services to Modesto City Schools effective July 1, 2013 through June 30, 2014.

ISSUE

The District would like to amend the approved services agreement by increasing the District's contract with Kronick, Moskovitz, Tiedemann & Girard by \$80,000.00.

PROPOSAL

Kronick, Moskovitz, Tiedemann & Girard will provide legal services in connection with but not limited to, real and personal property, facilities construction, environmental quality, school impact mitigation, collective bargaining and labor relations, other personnel matters, student matters, trustee's governance matters, general operations matters, and general education, policy, procedural, and litigation matters. A copy of the agreement is available for review in the Human Resources Office.


FISCAL IMPACT

The original amount the Board approved on September 30, 2013 for the legal services with Kronick, Moskovitz, Tiedemann & Girard was \$270,000. The additional \$80,000 will bring the total amount to \$350,000 and will come from the General Fund.

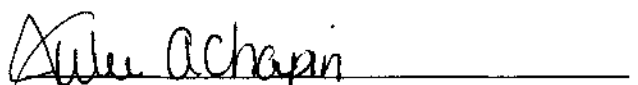
RECOMMENDATION

It is recommended that the Board of Education approve the amendment of legal services agreement with Kronick, Moskovitz, Tiedemann & Girard for the 2013-2014 school year.

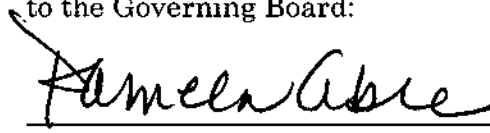
Prepared and Recommended by:


Craig Rydquist
Associate Superintendent, Human Resources

Reviewed by:


Julie A. Chapin
Associate Superintendent, Business Services
Chief Business Official

Approved for Recommendation
to the Governing Board:


Pamela Able
Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of Student Expulsion,
EL-4-2013-2014

February 24, 2014

BACKGROUND:

The principal recommended that the above designated student, EL-4-2013-2014, be expelled for violation of Education Code 48900:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (a) (2) Willfully used force or violence upon another person, except in self-defense.

ISSUE:

The Administrative Panel held a hearing on February 4, 2014. Notification of the hearing was given to the parent/guardian. Parent/student were not in attendance.

The Administrative Panel concurred with the principal's specific recommendation to expel this student.

RECOMMENDATION:

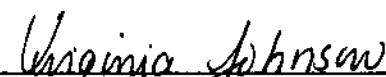
Student be expelled from all schools in the District according to Board Policy 5132. Student should apply for readmission in June, 2014, for enrollment in the Fall Semester of the 2014/2015 school year. Consideration for readmission will be based upon certification of completion of the student's rehabilitation plan.

If the student completes the rehabilitation plan, the student will apply to the Director, Child Welfare and Attendance, to determine the appropriate educational placement based on the needs of the student and the District.

Originating Department: Child Welfare and Attendance

Reviewed and Recommended by:

Approved for Recommendation to
the Governing Board by:



Virginia Johnson

Associate Superintendent
Educational Services



Pamela Able

Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of Student Expulsion,
HS-20-2013-2014

February 24, 2014

BACKGROUND:

The principal recommended that the above designated student, HS-20-2013-2014, be expelled for violation of Education Code 48900:

- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

and Education Code 48915:

- (c) (3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053 of Division 10) of the Health and Safety Code.

ISSUE:

The Administrative Panel held a hearing on January 28, 2014. Notification of the hearing was given to the parent/guardian. Parent/student were not in attendance.

The Administrative Panel concurred with the principal's specific recommendation to expel this student.

RECOMMENDATION:


Student be expelled from all schools in the District according to Board Policy 5132. Student should apply for readmission in June, 2014, for enrollment in the Fall Semester of the 2014/2015 school year. Consideration for readmission will be based upon certification of completion of the student's rehabilitation plan.

If the student completes the rehabilitation plan, the student will apply to the Director, Child Welfare and Attendance, to determine the appropriate educational placement based on the needs of the student and the District.

Approval of Student Expulsion, HS-20-2013-2014

Originating Department: Child Welfare and Attendance

Reviewed and Recommended by:



Virginia Johnson

Associate Superintendent
Educational Services

Approved for Recommendation to
the Governing Board by:



Pamela Able

Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent Regular Meeting
SUBJECT: Approval of Student Expulsion, February 24, 2014
HS-21-2013-2014

BACKGROUND:

The principal recommended that the above designated student, HS-21-2013-2014, be expelled for violation of Education Code 48900:

- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

and Education Code 48915:

- (a) (2) Possession of any firearm, knife, explosive, or other dangerous object of no reasonable use to the pupil at school or at a school activity off school grounds.

ISSUE:

The Administrative Panel held a hearing on February 11, 2014. Notification of the hearing was given to the parent/guardian. Parent/student were not in attendance.

The Administrative Panel concurred with the principal's specific recommendation to expel this student.

RECOMMENDATION:


Student be expelled from all schools in the District according to Board Policy 5132. Student should apply for readmission in January, 2015, for enrollment in the Spring Semester of the 2014/2015 school year. Consideration for readmission will be based upon certification of completion of the student's rehabilitation plan.

If the student completes the rehabilitation plan, the student will apply to the Director, Child Welfare and Attendance, to determine the appropriate educational placement based on the needs of the student and the District.

Approval of Student Expulsion, HS-21-2013-2014

Originating Department: Child Welfare and Attendance

Reviewed and Recommended by:



Virginia Johnson

Associate Superintendent
Educational Services

Approved for Recommendation to
the Governing Board by:



Pamela Able

Superintendent

MODESTO CITY SCHOOLS

TO: Pamela Able, Superintendent

Regular Meeting

SUBJECT: Approval of Student Expulsion,
HS-23-2013-2014

February 24, 2014

BACKGROUND:

The principal recommended that the above designated student, HS-23-2013-2014, be expelled for violation of Education Code 48900:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

ISSUE:

The Administrative Panel held a hearing on February 11, 2014. Notification of the hearing was given to the parent/guardian. Parent/student were not in attendance.

The Administrative Panel concurred with the principal's specific recommendation to expel this student.

RECOMMENDATION:

Student be expelled from all schools in the District according to Board Policy 5132. Student should apply for readmission in January, 2015, for enrollment in the Spring Semester of the 2014/2015 school year. Consideration for readmission will be based upon certification of completion of the student's rehabilitation plan.

If the student completes the rehabilitation plan, the student will apply to the Director, Child Welfare and Attendance, to determine the appropriate educational placement based on the needs of the student and the District.

Originating Department: Child Welfare and Attendance

Reviewed and Recommended by:

Approved for Recommendation to
the Governing Board by:



Virginia Johnson

Associate Superintendent
Educational Services



Pamela Able

Superintendent

MODESTO CITY SCHOOLS

TO: Board of Education Regular Meeting
SUBJECT: Schedule of 2013-14 School Advisory Committee Meetings February 24, 2014

The following schedule is provided for information:

Beard Elementary School Site Council/ELAC – 3:00 p.m. – Beard School Library
March 6, 2014 April 3, 2014

Beyer High School - School Site Council – 3:30 p.m. – Career Conference Room
March 18, 2014

Beyer High School - ELAC – 3:00 p.m. – Career Conference Room
March 4, 2014

Bret Harte Elementary ELAC – 3:00 p.m. – School Conference Room
March 4, 2014 April 8, 2014

Bret Harte Elementary School Site Council – 3:00 p.m. – School Conference Room
March 6, 2014 April 10, 2014

Burbank Elementary School Site Council – 3:00 p.m. – School Conference Room 11A
March 18, 2014 April 15, 2014 May 13, 2014

Burbank Elementary ELAC – 9:00 a.m. – School Conference Room 11A
March 13, 2014 May 22, 2014

Burbank Elementary School Safety Committee – 9:00 a.m. – School Conference Room 11A
March 3, 2014 May 19, 2014

Davis High School - School Site Council – 3:15 p.m. – Davis Library
April 1, 2014 May 6, 2014

Davis High School ELAC – 6:00 p.m. – Davis Library
March 20, 2014 April 9, 2014 May 1, 2014

Davis High School - School Safety Committee – 2:15 p.m. – Room 306
March 13, 2014

Davis High School Injury Illness Committee – 1:15 p.m. – Supervision Office
March 12, 2014 April 9, 2014

Downey High School ELAC – 6:00 p.m. – Hanshaw Middle School Library
April 16, 2014

Downey High School-School Site Council – 5:00 p.m. – Downey Library
March 19, 2014 May 7, 2014

Enochs High School - School Site Council - 2:30 p.m. - Enoch's Library Reference Room

May 1, 2014

Enochs High School ELAC - 2:30 p.m. - Enoch's Library Reference Room

March 5, 2014

May 7, 2014

Enslen Elementary School - School Site Council - 3:00 p.m. - Library

March 6, 2014

April 10, 2014

May 8, 2014

Everett Elementary School ELAC - 3:00 p.m. - Everett Library

March 13, 2014

May 8, 2014

Everett Elementary School - School Site Council - 3:00 p.m. - Everett Library

March 27, 2014

May 15, 2014

Fremont Open Plan Parent Advisory Group - 6:30 p.m. - Fremont Cafeteria

March 18, 2014

April 15, 2014

May 20, 2014

Fremont Elementary School PTA - 6:30 p.m. - Fremont Library

March 18, 2014

April 15, 2014

May 20, 2014

Fremont Elementary School Safety Committee - 3:00 p.m. - Fremont Conference Room

March 20, 2014

Fremont Elementary School Site Council - 3:00 p.m. - Fremont Conference Room

March 27, 2014

Garrison Elementary School - School Site Council - 3:00 p.m. - Library

March 13, 2014

May 8, 2014

Garrison Elementary School - ELAC - 2:00 p.m. - Library

March 14, 2014

May 9, 2014

Gregori High School - School Site Council - 3:00 p.m. - Gregori Bldg. A Conference Room

April 8, 2014

May 13, 2014

Gregori High School - School Safety Committee - 2:15 p.m. - Gregori Bldg. N Conf. Room

March 10, 2014

May 5, 2014

Gregori High School - ELAC - 7:00 p.m. - Gregori Library

April 2, 2014

May 7, 2014

Gregori High School - Injury Illness Committee - 3:00 p.m. - Gregori Bldg. N Conf. Rm.

March 6, 2014

May 1, 2014

Hanshaw Middle School - School Site Committee - 3:15 p.m. - Library

March 13, 2014

May 8, 2014

Hanshaw Middle School - ELAC - 3:15 p.m. - Library

March 11, 2014

May 6, 2014

Hanshaw Middle School – Safety & Injury/Illness – 3:15 p.m. – Library

March 30, 2014 May 1, 2014

Johansen High School - School Site Council – 2:30 p.m. – Career Center Classroom M133

March 18, 2014 April 15, 2014

Johansen High School - ELAC – 6:00 p.m. – Career Center Classroom M133

March 11, 2014 April 8, 2014

Johansen High School - School Site Council – 2:30 p.m. – Career Center Classroom M133

March 18, 2014 April 15, 2014

Lakewood Elementary School – School Site Council – 3:15 p.m. – Room 17

March 13, 2014

Lakewood Elementary School – School Safety Committee – 3:15 p.m. – Room 17

March 20, 2014

La Loma Junior High School – School Site Council – 8:30 a.m. – Room 14

March 11, 2014 May 6, 2014

La Loma Junior High School – School Site Council – 8:00 a.m. – Room 14

March 10, 2014

La Loma Junior High School – ELAC – Room 41 (various times)

March 27, 2014 @ 6:00p

Mark Twain Junior High School – ELAC – 3:30 p.m. – Mark Twain Library

February 13, 2014 March 13, 2014

Mark Twain Junior High School – School Site Council – 4:00 p.m. – Mark Twain Library

March 13, 2014

Marshall Elementary School – School Site Council – 3:00 p.m. – Library

March 25, 2014 May 20, 2014

Marshall Elementary School – ELAC – 3:00 p.m. – Staff Room

March 11, 2014 May 13, 2014

Marshall Elementary School – Safety Committee – 8:00 a.m. – Vice Principal’s Office

April 10, 2014

Marshall Elementary School – Second Cup of Coffee – 9:00 a.m. – Staff Room

March 28, 2014

Martone Elementary School – School Site Council – 3:00 p.m. – Martone Library

April 8, 2014

Martone Elementary School – ELAC – 9:15 a.m. – Martone Cafeteria

March 13, 2014

Modesto High School – School Site Council – 3:00 p.m. – MHS Library

April 1, 2014

Modesto High School – School Site Council – 3:00 p.m. – MHS Conference Room 1

April 9, 2014

Modesto High School – Injury Illness – 9:00 a.m. – MHS Custodian’s Office

March 12, 2014

Muir Elementary School – SSC/ELAC – 3:00 p.m. – Muir Library

March 4, 2014

Tuolumne Elementary School – School Site Council – 2:50 p.m. – Room 23

April 10, 2014

Tuolumne Elementary School – ELAC – 2:50 p.m. – Room 23

March 6, 2014 April 3, 2014

Tuolumne Elementary School – Safety Committee – 2:50 p.m. – Room 23

March 27, 2014

Special Education – Community Advisory Committee – 6:00 p.m. – Staff Dev. Center 1

March 5, 2014 April 9, 2014 June 4, 2014

State and Federal Programs – DELAC – 6:00 p.m. – Staff Dev. Center 1 & 2

March 6, 2014 May 15, 2014

State and Federal Programs – DAC – 6:00 p.m. – Staff Dev. Center 1 & 2

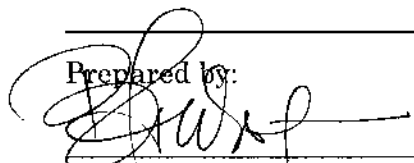
March 20, 2014 May 13, 2014

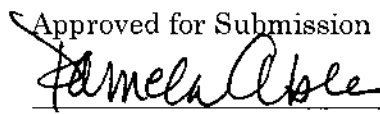
Wilson Elementary – School Site Council – 3:00 p.m. – Wilson Library

March 13, 2014 May 8, 2014

Wilson Elementary – ELAC – 8:30 a.m. – Wilson Library

March 6, 2014 April 3, 2014 May 1, 2014

Prepared by:

Beckie Hurst
Secretary

Approved for Submission to the Governing Board by:

Pamela Able
Superintendent