

**MANTECA UNIFIED SCHOOL DISTRICT
AND MANTECA EDUCATORS' ASSOCIATION**

2023-24 NEGOTIATIONS

TENTATIVE AGREEMENT

February 7, 2024

The Manteca Unified School District and Manteca Educators' Association (collectively referenced herein as the "Parties") enter into this Tentative Agreement on February 7, 2024, to conclude all negotiations for the 2023-24 school year, subject to ratification by the Association's membership and approval by the District's Board of Trustees. The Parties agree to actively support ratification and approval of this Agreement. The Parties agree as follows:

(1) Articles

I. Article I Agreement- agree to change dates on section 3 "Term" to reflect 2023-2026.

II. Article II Recognition- agree to change the following names:

- a. Change Librarians to teacher librarians.
- b. Change Physical Education Specialists to Adapted Physical Education Teachers.
- c. Strikeout "ROP/ROC"

III. Article VI Unit Member Rights- agree to add the following:

- a. Section 2 add language "sexual orientation."
- b. Section 3 add language "teachers on special assignment."

IV. Article IX Grievance Procedure- agree to adding the following: **(Appendix 1)**

- a. Section 1 add one additional grievance for probationary/Intern grievance. (4 to 5)
- b. Section 2 add language regarding non-workday.
- c. Sections 6 and 7 add language about mutual agreement in writing.

V. Article X Work Year- agree to change three additional Elementary minimum days from September, August, and January to District Directed with MEA consult.

VI. Article XI Hours- agree to change **(Appendix 2)**:

- a. Section 1 change language to conform all unit members professional day and hours per week.
- b. Section 2 change Kindergarten minimum minutes to be full day program (36,00 minutes to 50,400 - same minutes as grades 1-3)
- c. Section 4 add new language regarding professional duties, adjunct duties, staff meetings, and examples of professional work.

VII. Article XVI Assignment/Transfer/Reassignment- agree to new language (**Appendix 3**):

- a. Section 2 change language regarding Midyear Transfer/Reassignments.
- b. Section 4 strike language Involuntary Transfers/Reassignments.

VIII. Article XVII Class Size Ratios- agree to language (**Appendix 4**):

- a. Section 1 add language regarding mainstreamed students.
- b. Section 3 subsection "a" change language (Grade Spans) to reflect 3 or less grade spans by 25-26 school year. Extra salary provision for 4 grade levels taught.
- c. Section 3 add subsections "d" and "e" to Include past practice of extra supports for RSP and SDC teachers.

IX. Article XXIII Leaves- change wording to Section 5b. (Differential Pay) (**Appendix 5**)

(2) Extra Salary Provision

Per the May 13, 2022 Tentative Agreement (Section 5), The Parties agree to the following stipend:

- I. The stipend amount for RSP, SDC Mild/Mod, SDC Mod/Sev certificated teachers will increase from \$3,500 to \$6,000 starting July 1, 2023.

(3) Memorandum of Understandings and Side letters

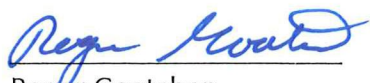
- I. COVID Dockage Rate (**Appendix 6**)
- II. Paraprofessional Support Pay (**Appendix 7**)
- II. Clerical Support Pilot Program (**Appendix 8**)

(5) Completion of Bargaining

- I. Within 60 calendar days of the ratification by the Association and approval by the Board of this Tentative Agreement the parties shall meet to review the contract and make modifications to conform with the Tentative Agreement.
- II. Unless specifically addressed above the contract language shall remain status quo.
- III. Unless otherwise specified the effective date for each term above shall be upon ratification by the Association and approval by the Board.

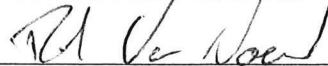
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FOR THE DISTRICT:

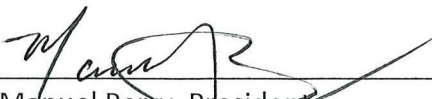


Roger Goatcher
Deputy Superintendent

FOR THE ASSOCIATION:



Rob Vannoord, Bargaining Chair
Manteca Educators' Association



Manuel Perry, President
Manteca Educators' Association

Appendix 1

1 8. Waiver Requests

2 The Association shall be given an opportunity to participate in the development of waiver
3 requests made pursuant to Education Code Section 33050 and following.

4
5 ARTICLE VIII - DISTRICT RIGHTS

6 1. District Authority

7 It is understood and agreed that the District retains all of its powers and authority to direct,
8 manage, and control to the full extent of the law. The District retains the right to hire, classify,
9 assign, evaluate, promote, and terminate by layoff or otherwise. The District may also initiate unit
10 member discipline within the specific terms of this Agreement.

11 2. Exercise of District Authority

12 The exercise of the powers, rights, authority, duties, and its responsibilities by the District,
13 the adoption of policies, rules and regulations, and the use of judgment and discretion in
14 connection therewith, shall be limited by the specific and express terms of this Agreement.

15
16 ARTICLE IX – GRIEVANCE PROCEDURE

17 1. Definitions

18 The following definitions control the meaning of the terms as used in this procedure:

- 19 a. A "grievance" is an allegation by one (1) or more unit members that there has
20 been a violation, misinterpretation, or misapplication of a provision(s) of this
21 Agreement.
- 22 b. A "grievant" is the unit member(s) or the Association filing the grievance. The
23 Association shall be limited to four (4) grievances per fiscal school year plus
24 one additional to be utilized by MEA for probationary /intern grievance.
- 25 c. The "immediate supervisor" is a building principal or administrator having
26 immediate jurisdiction over the grievant and who has been designated to adjust
27 grievances.

1 d. A "party" is the grievant(s) and the District.

2 2. Time Limits

3 a. Time Limits provided for at each level shall begin on the day following receipt
4 of the written grievance, written grievance appeal or written decision.

5 b. The time limits may be extended by mutual agreement stated in writing.

6 c. In the event a grievance is filed after April 15, the normal time limits may be
7 reduced by mutual agreement.

8 d. In the event a grievance is filed at a time that the timeline would run into a unit
9 members or supervisors non work day time-off , the timeline will stop and
10 resume again once the member or supervisor is back on a regular work day.

11 3. Threshold Time Limit

12 A grievance shall commence within fifteen (15) days of the event or knowledge of the
13 event giving rise to the grievance. The presentation of a grievance (Section 4 below) shall be
14 accomplished within this time limit.

15 4. Initial Meeting

16 Nothing contained herein shall be construed as limiting the right of any unit member
17 having a grievance to discuss the matter informally with his/her immediate supervisor and to have
18 the problem adjusted without involvement by the Association, provided that the adjustment is not
19 inconsistent with the terms of this Agreement.

20 The alleged violation may be discussed with the immediate supervisor with the objective
21 of resolving the matter informally or may go directly to Level One.

22 5. Level One

23 If the grievant is not satisfied with the disposition of the grievance at the initial meeting,
24 he/she may file the grievance in writing, within five (5) days of the initial meeting, to the
25 Association President and the immediate supervisor. If no initial meeting was held, written notice
26 of the grievance must be filed within fifteen (15) days of the event or knowledge of the event
27 giving rise to the grievance.

1 Within five (5) days after receipt of the written grievance, the immediate supervisor shall
2 meet with the grievant and representative(s) of the Association (if desired by the grievant) in an
3 effort to resolve the grievance. A written decision shall be rendered within five (5) days after the
4 Level One meeting or receipt of grievance.

5 6. Level Two

6 If the grievant is not satisfied with the disposition of the grievance at Level One or if no
7 written decision has been rendered within five (5) days after the Level One meeting, he/she may
8 appeal the grievance in writing to his/her supervisor's District supervisor, within ten (10) days
9 after the deadline for decision at Level One.

10 Within five (5) days after receipt of the written grievance at Level Two, the Level Two
11 supervisor shall ~~schedule a meeting~~ **meet** with the grievant, **unless a date outside the five days**
12 **is mutually agreed to in writing,** in an effort to resolve the grievance. A written decision shall
13 be rendered within ten (10) days after the Level Two meeting.

14 7. Level Three

15 If the grievant is not satisfied with the disposition at Level Two or if no written decision
16 has been rendered within ten (10) days after the Level Two meeting, he/she may appeal the
17 grievance in writing to the Superintendent or designee within ten days after the receipt of the Level
18 Two decision. The Superintendent or designee shall ~~schedule a meeting~~ **meet** with the grievant,
19 **unless a date outside the five days is mutually agreed to in writing,** in an effort to resolve
20 the grievance within five days of receipt of the level Three grievance. A written decision shall be
21 rendered within ten (10) days after the Level Three meeting.

22 The Association may notify the District in writing that it believes an adjustment/decision
23 is not consistent with the terms of this Agreement, and such adjustment/decision may not be used
24 as a precedent in construing the Agreement. Such notice shall be given within a reasonable time
25 and will apply to this and previous levels of grievance only.

26 8. Level Four

1 If the response is not satisfactory to the grievant, the grievant shall have the right to refer
2 the matter to arbitration, provided the Association agrees. Such referral shall be made by written
3 demand submitted to the Superintendent within fifteen (15) days of receipt of his/her decision.
4 On receipt of the demand for such arbitration, the parties shall have five (5) days in which to agree
5 on an arbitrator. If they fail to agree, the State Conciliation Service shall be requested to submit a
6 list of five (5) arbitrators; each party shall strike two names from the list in alternative order. The
7 determination of which party shall strike a name first shall be determined by lot. The decision of
8 the arbitrator shall be advisory to the Governing Board except as stated below. At its next meeting,
9 which is no less than five (5) days following receipt of the arbitrator's decision, the Governing
10 Board shall review a transcript of the proceeding with a view toward making its own findings and
11 conclusions. The decision of the Governing Board shall be made at the next regularly-scheduled
12 meeting and shall be final.

13 The Governing Board may overturn a maximum of two (2) advisory decisions during the
14 term of this Agreement. No binding arbitrator's award shall exceed \$25,000 cost to the District.

15 9. Cost of Hearing

16 The cost of arbitration, including transcript fees, shall be borne by the party receiving the
17 unfavorable decision by the arbitrator. Split-decision cost shall be borne equally by both parties.

18 10. Rights of a Teacher to Representation

19 A grievant may be represented at all stages of the grievance procedure by himself/herself
20 or, upon his/her request, with an Association representative(s). In the event an Association
21 representative is not present, no resolution of the grievance shall be made until the Association
22 has received a copy of the proposed resolution and has been given five (5) days to respond. As
23 used in this Article, a limiting reference to a "representative" does not mean a non-District
24 employee. Such person may be an additional representative.

25 11. Commencing at Level Two

26 If a grievance arises from action or inaction on the part of a member of the administration
27 at the level above the principal or immediate supervisor, the grievant may submit such grievance

1 in writing to the Superintendent or designee and the Association. If the Superintendent or
2 designee agrees to the waiving of the Initial meeting and Level One, the processing of such
3 grievance will commence at Level Two.

4 12. Content of Written Decisions

5 Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in
6 writing setting forth the decisions and reasons therefore and will be transmitted promptly to all
7 parties and to the Association President. Time limits for appeal provided in each level shall begin
8 the day following receipt of written decision by the parties.

9 13. Release Time for Grievance Appearance

10 When it is necessary for a grievance representative(s) designated by the Association to
11 attend a grievance hearing during the day, he/she will be released without loss of pay in order to
12 permit participation in the hearing. Any unit member who is requested to appear at such hearings
13 as a witness shall be accorded the same right.

14 14. Separate Grievance File

15 All documents, communications, and records dealing with the processing of a grievance
16 will be filed in a separate grievance file and will not be kept in the primary personnel file of any of
17 the participants.

18 15. Grievance Contents

19 Written grievances presented to the district should contain the following information
20 whenever possible:

- 21 • Addressee should be the immediate supervisor or the appropriate district
22 representative
- 23 • Grievant's name
- 24 • Message telephone number
- 25 • Date submitted
- 26 • Article and sections of the contract violated
- 27 • Date and description of event or knowledge of event leading to the grievance

- Names of individuals possessing relevant knowledge of the incident
- Suggested resolution of the grievance

16. Presentation

A unit member and/or his/her representative(s) may present a grievance while on duty. On all grievances no more than four (4) may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld.

17. No Reprisals

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

18. Grievance Timeline

Date of Event

Initial (Supervisor, informal)

- Filing: Not applicable
- Meeting: Within fifteen (15) days of event or knowledge thereof
- Written Report: Not applicable

Level One (Supervisor, formal)

- Filing: Within five (5) days of initial meeting or within fifteen (15) days of the event or knowledge thereof
- Meeting: Within five (5) days of receipt of written Level One grievance
- Written Report: Within five (5) days of Level One meeting

Level Two (Supervisor's District Supervisor)

- Filing: Within ten (10) days after written Level Two decision
- Meeting: Within five (5) days of receipt of written Level Two grievance
- Written Report: Within ten (10) days after the Level Two meeting

Level Three (Superintendent or Designee)

- Filing: Within ten (10) days after written Level Two decision

- Meeting: Within five (5) days of receipt of written Level Three grievance
- Written Report: Within ten (10) days after the Level Three meeting

Level Four (Advisory Arbitration)

- Filing: Within fifteen (15) days after written Level Three decision
- Parties Agree to Arbitration: Within five (5) days of receipt of Level Four request for arbitration
- Written Report: Within five (5) days of arbitrator's decision or by the next scheduled Board meeting

ARTICLE X - WORK YEAR

1. Work Year

The contracted work year(s) for the term of this Agreement shall consist of One Hundred and Eighty (180) Teaching Days, ~~Four (4)~~ Three (3) Teacher In-service Days, Three (3) flexible Teacher Preparation Days. (One (1) High School Teacher flex day may be restricted by administration for High School Orientation Day).

2. Minimum Days

The District and the Association agree that bargaining unit members will be able to leave fifteen (15) minutes after student dismissal on the minimum days preceding the Thanksgiving break and the winter break for the term of this agreement.

The length of the instructional day shall be adjusted to meet the minimum annual instructional time with the inclusion of a minimum of eight (8) Teacher Prep/Collaboration minimum days and District directed minimum days as needed.

There will be ~~one three~~ additional **Elementary** minimum days determined by the District with consultation from MEA on the last Wednesday in August, September and January for a total of ~~three (3) additional minimum days~~. The District agrees that sites will only hold one school staff meeting either before or after school in the month that there is one of these minimum days. The purpose for the minimum day meetings will be exclusively for professional learning activities

Appendix 2

1 ARTICLE XI – HOURS

2 1. Hours Per Week

3 The District and Association agree to a professional 7.5 hour on-site/off-site work day,
4 including therein the duty-free lunch period, with an additional .5 hour on-site/off-site work day,
5 for any other professional work. All unit members will have a professional work day.

6 a. **For certificated staff that teach one or more classes daily**, the starting time for all
7 ~~unit members~~ will be fifteen (15) minutes before the start of the first period and ending no less
8 than fifteen (15) minutes after the end of the last period. Unit members can flex any non-student
9 contact time outside of their professional responsibilities with prior administrative notification.

10 Flex time is not to be used during regular instructional full days. Minimum days and non-
11 student contact days can be flexed. These days will be represented on the student calendar.

12 i. The workday for unit members teaching grades 9-12 shall consist of **either** a
13 five (5) period **or** a ~~(Block schedule consisting of three (3) periods)~~ **either schedule will also**
14 **include instructional day** and one (1) non-instructional period which shall normally be used for
15 preparation, parent/student conferences, and meetings with administrators. However, unit
16 members at the secondary level may be assigned to supervise students during their preparation
17 periods in the following circumstances:

- 18 1. During the first and last week of the school year. Normally this duty will
19 not extend beyond the first five (5) minutes of each period.
- 20 2. During standardized testing when adequate supervision cannot be
21 arranged. Use of preparation time for this purpose shall be limited to no more
22 than three (3) days per school year with equitable distribution among staff.
- 23 3. In an emergency when additional supervision is required.

24 This does not preclude a unit member from volunteering to perform other duties during
25 said preparation period.

1 Meetings and conferences during preparation periods shall be previously scheduled except
2 where circumstances require that the meeting/conference be held without delay. Unit members
3 shall make every reasonable effort to accommodate parent work schedules.

4 ii. Unit members teaching grades 4-8 shall have one (1) thirty (30) minute non-
5 instructional preparation period per week except when the preparation period falls on a holiday,
6 in-service, or minimum day schedule. Unit members who have preparation time on Monday or
7 Friday one year shall be rotated to another day the following year.

8 iii. Unit members teaching grades TK4-8 shall not normally be required to perform
9 yard duty supervision prior to the beginning of the school day, recess duty, or extended after
10 school bus duty except during inclement weather as determined by the principal. Extended bus
11 duty will not go beyond the unit member's contracted time.

12 If for any reason the District is unable to provide supervision, the principal shall equitably
13 assign ~~teachers~~ **unit members** to cover the supervision period.

14 **b. For unit members who provide support services (Speech Therapists, Counselors,**
15 **Psychologists, School Nurses, Behavior Specialist and Program Specialists) will have a**
16 **professional workday of 8 hours, including therein the duty-free lunch period, the work**
17 **schedule (Start and End times) will be determined by their supervisor and provided to the**
18 **unit member prior to the school year starting. If a change in start/end time is needed**
19 **after the start of the school year, the unit member will be given up to five days to transition**
20 **to the new schedule. These unit members may utilize an alternate calendar/hours with**
21 **the approval of their supervisor. If for any reason the District is unable to provide**
22 **supervision, the principal/supervisor shall equitably assign unit members to cover the**
23 **supervision assignment. Three Teacher Prep days can be flexed with prior administrative**
24 **notification. These days will be represented on the student calendar.**

25
26
27 2. Minimum Instructional Time

1 The minimum annual instructional time for the duration of this Agreement shall be as
2 follows:

3	Grade Level	Total Minutes
4	K	36,000
5	K1-3	50,400
6	4-8	54,000
7	9-12	64,800

8 3. ~~Speech Therapist, Counselor, Psychologist, School Nurse, Program Specialist~~
9 Workday

10 ~~Speech therapists, counselors, psychologists, school nurses, and program specialists shall~~
11 ~~be required to work a regular on-site workday not to exceed eight (8) hours, including the duty-~~
12 ~~free lunch period.~~

13 4. Additional Duties

14 Additional professional work may include the following: off-site instructional preparation,
15 on or off-site parental communication (including "Open House," "Back-to-School", nights, and
16 parent conferences), further instructional assistance to other on-site kindergarten programs,
17 meetings (faculty, committee, department, IEP, SST, COST), counseling, student supervision,
18 detention supervision, and service on District committees (textbook selection, curriculum).

19 All unit members, **excluding those members in section 1 b**, are required to perform
20 additional adjunct duties as part of their professional responsibilities. Those additional adjunct
21 duties will be determined by school staff to be necessary to the operations of the school and
22 District and /or enrich the school learning experience for students beyond the classroom. Part
23 time teachers will be assigned adjunct duty assignments in proportion to their part time
24 assignment.

25 Adjunct duties at the elementary and high school levels will be determined at each site in
26 the District by an Adjunct Duty Committee. The Adjunct Duty Committee is a voluntary
27 committee comprised of unit members and site administrators.

1 The Adjunct Duty Committee will meet each school year. **The function of the adjunct**
2 **duty committee** ~~Its sole function~~ is to determine the list of site adjunct duties, their weighted
3 equity, and the process for assigning those duties to the staff. The committee shall make its
4 decisions by consensus. Consensus is defined as everyone being able to live with that decision. **If**
5 **a consensus cannot be reached then the committee shall make its decision by majority**
6 **vote.**

7 Unit members are not required to perform any additional duties, as defined above, on non-
8 work days.

9 Supervision of Science Camp shall be considered completion of the adjunct duty
10 requirement for the bargaining unit member. Teachers volunteering/assigned for science camp
11 supervision shall be provided one (1) day of paid leave or daily rate of pay if the time involved is
12 a non-contractual teacher workday. The day taken shall be mutually agreed upon by the unit
13 member and the site administrator.

14 District or site meetings **held afterschool, shall start no later than 15 minutes after the**
15 **students are dismissed and not normally last longer than 45 minutes in duration. ~~not~~**
16 ~~normally extend more than forty five (45) minutes past the end of the school day.~~ **Notice of**
17 **meeting will normally be provided 5 school days prior to meeting. Site administration will**
18 **make good faith efforts to provide Information that does not require discussion or**
19 **explanation in writing.**

20 5. Substitute Services/Regular Teacher's Preparation Period

21 Regular classroom teachers having a preparation period will be available, on a volunteer
22 basis, to substitute in the absence of another teacher during the regular classroom teacher's
23 scheduled preparation period.

24 Selection shall be made, on a volunteer basis, with preference given to the teacher
25 credentialed in the subject area of need.

26 ~~Teachers~~ **Unit members** providing substitute services during their preparation period
27 shall be compensated based upon the following formula rounded to the nearest dollar:

E-5/186 work days/8 hours per day (Certificated Salary Schedule)

6. High School Coaching Assignments

No unit member shall have as a contract condition that he or she coach for a period longer than five (5) years. Unit members wishing to be considered for termination of their coaching assignment after five (5) years, shall submit a request to withdraw from coaching to their principal no later than February 1 of the prior school year.

Appendix 3

1 5. Internal Revenue Code 125 Plan

2 An Internal Revenue Code 125 plan option will be contracted with a reputable firm and
3 made available for any certificated unit member that requests participation.

4 6. Cancellation

5 The unit member's (and dependents') insurance coverage, under the District's master
6 insurance contract(s), shall be canceled under the following conditions:

- 7 a. The leave expires and the unit member does not return to active duty.
8 b. A full premium payment is not received in the District Office by the twentieth
9 (20th) day of the month preceding the month of coverage.

10
11 ARTICLE XVI – ASSIGNMENT/TRANSFER/REASSIGNMENT

12 1. Definitions

- 13 a. A transfer is defined as an assignment of a unit member to another school
14 and/or site within the District. A transfer may be voluntary or involuntary.
15 b. A reassignment is a change in assignment from one grade level to another
16 within the same school or program, a change in assignment from one subject
17 to another within the same school or program, or the movement of a unit
18 member from one department area to another department area which may be
19 voluntary or involuntary.

20 2. Assignments

- 21 a. The site/program administrator shall work with the Personnel Department to
22 identify known vacancies created through program changes, growth, attrition,
23 or other changes. When staffing projections have been finalized, the
24 site/program administrator will announce changes in the program needs of the
25 school, grade levels, and/or subject areas.
26 b. Tentative Assignments

1 Unit members will receive a tentative assignment thirty (30) teacher work days
2 prior to the unit member's last day of instruction. If the tentative assignment
3 is changed during the summer recess, the immediate supervisor and/or the
4 Personnel Department shall make a good faith effort to contact the unit
5 member by telephone. If the affected unit member cannot be reached by
6 telephone, a letter shall be sent to the last known address of the unit member
7 stating the assignment change.

8 c. Combination Class Assignments

9 A unit member will not normally serve in a combination class (K-8) for more
10 than two (2) consecutive years unless the unit member agrees to assignment.

11 d. Midyear Transfer/Reassignments

12 Transfers/reassignments shall not normally be made after the beginning of the
13 school year. If a unit member is transferred/reassigned after the beginning of
14 the school ~~the school~~ their work year, including movement due to construction at the
15 school site, the unit member shall be offered two days of instruction-free time
16 to prepare for the new assignment. When a change of classroom or site is
17 required, a unit member rather than taking release time, may, with the approval
18 of the District, receive hourly non-student contact compensation ~~on a non-~~
19 ~~work day to affect the move~~ for work outside the contracted day to effect the
20 assignment. One additional day shall be offered if the transfer/reassignment
21 includes a change of classroom or school site. If a unit member is transferred
22 or changes classrooms due to construction after the start of the work year, the
23 unit member shall be offered three days of non-instruction time to effect the
24 move. If requested, the District shall provide assistance in moving teaching
25 materials.

26 3. Voluntary Requests for Transfer Reassignment

- 1 a. Any unit member covered by this Agreement shall have the right to request
2 transfer/reassignment subject to the following conditions:
- 3 1. Written requests for transfer/reassignment can be submitted after
4 January 1, for the upcoming school year. Reassignment requests should
5 be submitted to the site administrator. Transfer requests shall be
6 submitted on the Transfer Request Form see (*See Exhibit D -*
7 *Application for Transfer*) and sent to the Personnel Department.
- 8 2. Transfer/reassignment requests will remain on file until the first day of
9 school.
- 10 3. The filing of a transfer/reassignment request is without prejudice to the
11 unit member and shall not jeopardize his/her current assignment. A
12 request for transfer/reassignment may be withdrawn in writing by the
13 unit member at any time prior to official notification of approval.
- 14 b. If requested vacancies develop, unit members who have submitted requests
15 for transfer/reassignment will be considered based upon the following criteria:
- 16 1. Appropriate credential/authorization/certification.
- 17 2. The needs of the students and the instructional needs of the District.
- 18 3. The qualifications, including recent training and experience as it relates
19 to the assignment, of the unit member compared to those of other
20 candidates who could have been considered.
- 21 4. Qualifications in extra-curricular areas and/or other special skills or
22 experience.
- 23 5. Interview (if applicable)
- 24 6. Length of service at the site/District shall be the determining factor if all
25 other factors are judged to be equal.
- 26 c. Unit members who are selected for voluntary transfer/reassignment will be
27 notified by the site principal/District.

1 4. Involuntary Transfers/Reassignments

2 a. The District may initiate transfers/reassignments for any one or more of the
3 following reasons:

- 4 1. To resolve credential problems or other legal requirements.
- 5 2. To meet staffing needs caused by change in enrollment, new site
6 locations, class size adjustments or similar changes impacting the school
7 site.
- 8 3. ~~To balance school staffs with respect to race, sex, ethnicity, age, or~~
9 ~~educational experience, and/or credential status.~~
- 10 4. To meet instructional and curricular needs and program changes
11 including the need for special skills or experience at another location.
- 12 5. To reallocate staff as necessitated by school closures.
- 13 6. To further the best interests of the unit member, the site, or the District
14 provided no such transfer/reassignment is made for punitive reasons.
15 Reasons for involuntary transfers/reassignments for reasons other than
16 1-5 above must be supported by documentation by the supervisor to
17 assist the unit member in working towards meeting the educational needs
18 of the school.

19 b. There shall be no more than one involuntary transfer/reassignment in any
20 three year period without the prior approval of the Personnel Department.

21 c. The immediate supervisor and/or the Personnel Department shall make a
22 good faith effort to meet with the unit member prior to initiating an
23 involuntary transfer/reassignment to explain the reasons for the move. The
24 immediate supervisor and/or the Personnel Department shall consider any
25 objections offered by the unit member.

26 5. Vacancies

27 a. Vacancy Defined

1 A vacancy, for the purposes of this article, is a position covered by this agreement
2 which remains unfilled after reassignments and involuntary transfers have been
3 completed.

4 b. Posting Periods

- 5 1. From January 1, through May 31, unit members who have submitted
6 requests for reassignment/transfer will be considered for any vacancies.
- 7 2. After June 1, vacancies will be posted online on i.e. Edjoin for five (5)
8 working days and sent electronically to a designated representative of the
9 Association.
- 10 3. Transfers/reassignments will not normally be considered for a period of
11 three (3) weeks (21 calendar days) prior to the first day of instruction.

12
13 **ARTICLE XVII - CLASS SIZE RATIOS (K-3 modified per Memorandum of**
14 **Understanding dated June 16, 2017 and Side Letter dated September 12, 2019)**

15 1. General Elementary and High School Classes

16 The District and the Association recognize the importance of teacher/student ratios in
17 providing a quality educational program for their general education students. The District shall
18 make every reasonable effort to maintain class size at or below the maximums stated below. The
19 following numbers are based on actual class size and not on school or District averages:

- 20 a. **Mainstreamed Students receiving Special Education supports**
21 **For the purposes of counting class size ratios, students receiving special**
22 **education services and mainstreamed into the general education**
23 **classroom will count towards class size ratios for the specific subject**
24 **they are mainstreamed for if either of the following conditions are met:**
 - 25 i. **If the general education teacher provides work for the student in**
26 **the class/homework and is responsible for correcting/grading**
27 **the work.**

Appendix 4

1 A vacancy, for the purposes of this article, is a position covered by this agreement
2 which remains unfilled after reassignments and involuntary transfers have been
3 completed.

4 b. Posting Periods

- 5 1. From January 1, through May 31, unit members who have submitted
6 requests for reassignment/transfer will be considered for any vacancies.
- 7 2. After June 1, vacancies will be posted online on i.e. Edjoin for five (5)
8 working days and sent electronically to a designated representative of the
9 Association.
- 10 3. Transfers/reassignments will not normally be considered for a period of
11 three (3) weeks (21 calendar days) prior to the first day of instruction.

12
13 ARTICLE XVII - CLASS SIZE RATIOS (K-3 modified per Memorandum of
14 Understanding dated June 16, 2017 and Side Letter dated September 12, 2019)

15 1. General Elementary and High School Classes

16 The District and the Association recognize the importance of teacher/student ratios in
17 providing a quality educational program for their general education students. The District shall
18 make every reasonable effort to maintain class size at or below the maximums stated below. The
19 following numbers are based on actual class size and not on school or District averages:

- 20 a. Mainstreamed Students receiving Special Education supports
21 For the purposes of counting class size ratios, students receiving special
22 education services and mainstreamed into the general education
23 classroom will count towards class size ratios for the specific subject
24 they are mainstreamed for if either of the following conditions are met:
 - 25 i. If the general education teacher provides work for the student in
26 the class/homework and is responsible for correcting/grading
27 the work.

1 **ii. If the general education teacher provides the grade for the class.**

2 b. Mainstreamed Special Education Students in K-6 Physical Education Classes

3 Mainstreamed special education students in grades kindergarten through sixth
4 will not be counted against the general education maximum class size (physical
5 education only). Administrators will make every effort to distribute special
6 education students throughout the available, appropriate grade level classes.

7 c. General Education Class Size Ratios

8 The following numbers are based on actual class size and not on school or
9 District averages:

10 Kindergarten Class	(per State-funded and approved guidelines)
11 1-3 Regular Class	(per State-funded and approved guidelines)
12 4-12 Regular Class	-34
13 1-4 Combination Class	(per State-funded and approved guidelines)
14 4-6 Combination Class	-32
15 7-12 Basic Skills Class	-28
16 K-6 Manteca Day School	-20
17 7-12 Manteca Day School	-20
18 7-12 P.E.	-48
19 7-12 Continuation Class	-28
20 9-12 Keyboarding	-37 (not to exceed number of seats/stations)
21 9-12 Elective	-34 (not to exceed number of seats/stations)
22 9-12 Fine Arts/Performing Arts	-34 (excluding band and chorus)
23 Independent Study	-40

24 2. K-Adult Special Education Caseloads

25 The District and the Association recognize the importance of teacher/student ratios and
26 caseload requirements in delivering a quality educational program and support programs for their
27 students:

1 Caseloads

2	Resource Specialist (Day School)	-20
3	Resource Specialist	-28
4	Adapted P.E. Specialist	-55
5	Speech Therapist	-55
6	ERMHS Psychologist	-25

7 3. Special Day Classes/Caseloads

8 The District and the Association recognize the importance of teacher/student ratios
9 in providing a quality educational program for students assigned to Special Day classrooms. The
10 District shall make every reasonable effort to adhere to the guidelines below in staffing special day
11 classes:

12 a. Grade Spans

13 Limit the number of grade spans per Special Day Class to ~~four~~ **three** or less
14 **except for high school/Day School** and place students in appropriate grade
15 span groups **by the 25-26 school year**. (e.g. primary, intermediate, middle
16 school). **If there is a situation where it will be necessary to have a four grade**
17 **span the District will provide notice to MEA along with the rationale and**
18 **necessity. Unit members who teach a four grade level span, TK-8 grades,**
19 **as part of their SDC class will receive the same extra salary provision as**
20 **the combination elementary teacher.**

21 b. Mild-Moderate Class Size/Caseloads

22	K-3 2	- 12
23	1-4 3	- 14
24	3-6 5	- 16
25	6-8	- 20
26	9-12	- 20
27	7-12 Day School	- 18

1 c. Moderate-Severe/Adult Transition Class Size/Caseloads

2 K-2 - 10

3 3-5 - 12

4 6-8 - 16

5 9-12 - 16

6 Adult Transition Class - 16

7 d. **Elementary RSP teachers will see students 4 days a week allowing 1 day a**
8 **week to be dedicated to case management responsibilities.**

9 e. **Elementary SDC teachers will be given 7 days a year of release time for**
10 **case management responsibilities. Preschool teachers that have**
11 **scheduled classes 5 days a week will also receive the 7 days per year of**
12 **release time.**

13 4. Educationally Related Mental Health Services (“ERMHS”) Psychologist

14 a. Each full time ERMHS provider will be responsible for a maximum of 10
15 ERMHS initial assessments.

16 b. For each day that the ERMHS provider has to travel to three or more sites to
17 provide ERMHS, the caseload is reduced by one student. ERMHS providers
18 may volunteer to go over their caseload by three students and be paid \$300 per
19 month for the overage.

20 c. The District may hire Marriage and Family Therapists (“MFT”), Licensed
21 Clinical Social Worker (“LCSW”), or other equivalent certified contractors in
22 situations where:

23 i. School Psychologist are not available (e.g., on leave), and contracted
24 employees are used to provide coverage during the duration the regular
25 employee is not available, and all makeup sessions have been
26 completed.

1 ii. The needs of students, per their IEPs, demonstrate a greater level of
2 need than current employed staff are able to provide.

3 d. MFT or equivalent certified service providers hired pursuant to item "c" above
4 will be responsible for their own ERMHS assessments and reports to
5 determine initial or continued need under the supervision of the Director of
6 Special Education or designee.

7 e. By June 7th of each school year, the District shall hold a meeting (inviting all
8 school psychologists and ERMHS providers) to review data for the year,
9 including service loads, types of services for students, and any other concerns
10 relating to the provision of ERMHS.

11 **ARTICLE XVIII - SAFETY CONDITIONS**

12 1. Personnel Assault or Abuse

13 Any abuse of school personnel and/or their property, and/or threat of force or violence
14 directed toward school personnel or their property at any time or place which is related to school
15 activity or school attendance, shall be reported by the unit member to a supervisor within a twenty-
16 four (24)-hour period when possible. Unit members shall complete reports required by the
17 District relating to the violations described herein. The supervisor shall advise the unit member
18 of the status of the complaint in a timely manner.

19 2. Student Suspension

20 A teacher may suspend any pupil from the teacher's class, for any of the acts enumerated
21 in Section 48900, for the day of the suspension and the day following. The teacher shall
22 immediately report the suspension to the principal of the school and send the pupil to the principal
23 or the principal's designee for appropriate action. If that action requires the continued presence
24 of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in
25 policies and related regulations adopted by the Governing Board of the District. As soon as
26 possible, the teacher shall ask the parent/guardian of the pupil to attend a parent-teacher
27 conference regarding the suspension. Whenever practicable, a school counselor or a school

Appendix 5

1 of, or resulting from the operation of this Article. Association shall bear all costs of defending
2 against any and all such claims, demands, suits or other forms of liability; including, but not limited
3 to, court costs, attorney fees and all other costs of litigation. Association shall have the exclusive
4 right to decide and determine whether any such action or proceeding shall or shall not be
5 compromised, resisted, defended, tried, or appealed. Association's decision thereon shall be final
6 and binding upon all Parties protected by this Section. However, this Section shall not be
7 construed as a waiver on the part of the District, its Superintendent, Board of Trustees, or any
8 individual protected by this Section of any claim against the Association for failing to act in good
9 faith in settling a claim or any failure to competently defend and hold them harmless. Within ten
10 (10) days of proper service of a claim, demand, suit, or other legal action against any protected
11 Party, the District shall inform the Association and provide the Association with copies of any
12 documents received as a result of the legal action. Upon request, the District shall provide
13 Association's legal counsel with documents and information reasonably related to providing a
14 defense.

15 3. District Notice to MEA of New Hires and Orientation

16 The District shall provide the MEA President notice of orientation dates and any newly hired
17 certificated employee into a bargaining unit position, within ten (10) working days of the date of
18 Board approval, via a shared electronic document.

19
20 ARTICLE XXIII - LEAVES

21 1. General Terms Governing Leaves

- 22 a. The unit member exercising a leave of absence shall notify the District
23 answering service as soon as known but, short of an emergency or sudden
24 illness, not later than one hundred twenty (120) minutes prior to the beginning
25 of the instructional day to allow the District to secure substitute services. The
26 notification described herein shall also include an estimate of the expected
27 duration of the absence.

- 1 b. Substitute services will not be retained for the following day(s) unless the unit
2 member notifies his/her site secretary one (1) hour prior to the end of the unit
3 member's normal instructional day.
- 4 c. A unit member becoming aware of the need for absence due to surgery, illness
5 due to maternity, or other predictable or previously scheduled cause shall
6 notify his/her administrator as soon as possible. The District may request a
7 physician's statement for the cause of disability.
- 8 d. The unit member shall provide, upon District request, additional verification
9 of the use of these leave provisions if there is reasonable suspicion of abuse.
10 For consecutive absence of five (5) days or more, a unit member must submit
11 to the Personnel Department a physician's statement verifying the unit
12 member was unable to work during that time. If the unit member's physician
13 continues to take him/her off work, the physician's statement should give an
14 estimated date of return. If the unit member is able to return, the physician's
15 statement must indicate the date of return and if he/she can return without
16 restrictions. Original copies of the doctor's statement must be returned to the
17 Personnel Department or faxed directly from the unit member's doctor's
18 office.
- 19 e. A unit member who has experienced a disability absence requiring surgery,
20 hospitalization, or extended medical treatment shall be required to submit,
21 prior to return to service, a medical statement indicating an ability to return to
22 his/her position classification without restrictions or detriment to the unit
23 member's physical and emotional well-being.
- 24 f. Unit members on paid leaves of absence (whether partial or full pay) shall
25 continue their entitlement to District-paid premiums for fringe benefits.
- 26 g. Unit members on unpaid leaves of absence may continue their fringe benefit
27 coverage by prepaying any required premiums to the District.

- 1 h. A unit member on paid leave of absence shall not engage in any form of
2 compensated outside employment which is additional to that in which he/she
3 was engaged concurrently with his/her service to the District.
- 4 i. As used in this Article "immediate family" means the mother, father,
5 stepmother, stepfather, stepchildren, grandmother, grandfather, or a
6 grandchild of the unit member or of the spouse of the unit member, and the
7 spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the
8 unit member, or any relative living in the immediate household of the unit
9 member.

10 2. Sick Leave

- 11 a. The purpose of sick leave utilization shall be for physical and mental disability
12 absences which are medically necessary and caused by illness, injury, illness due
13 to maternity, or quarantine.
- 14 b. A unit member covered by this Agreement working five (5) days per week for
15 a full contract year shall be annually entitled to ten (10) days of leave of absence
16 for the purpose of sick leave utilization. A unit member covered by this
17 Agreement working less than full time shall be entitled to sick leave in the same
18 ratio that his/her employment bears to full-time employment.
- 19 c. Any unused sick leave credit accumulated may be used by the unit member for
20 sick leave purposes without loss of compensation.
- 21 d. The District shall provide each unit member with an accounting of the number
22 of days of sick leave he/she has accumulated on a quarterly basis.
- 23 e. Leave taken under this Section shall run concurrently with State and Federal
24 Family Care and Medical Leave.

25 3. Personal Leave

26 Unit members are entitled to use eight (8) days of accumulated sick leave for personal
27 leave. Personal leave may not be used for any of the following reasons: recreation, gainful

1 employment, Association activities or work stoppage or for additional income. Prior approval for
2 the use of personal leave is not required. The District may require evidence supporting the use of
3 personal leave if there is just cause to suspect that such is being misused.

4 4. Religious Leave

5 An employee whose religion requires special observance or attendance at religious services
6 during work hours may use appropriate leave or request an alternate work day that is available to
7 him/her for this purpose.

- 8 a. Day(s) not traded will be available through the normal use of appropriate leave.
9 b. Traded days will be available on the basis of trade-off time for a maximum of
10 two days. Specifically, the employee may choose to make up the hours lost on
11 the job at (a) time(s) that he/she requests, with the approval of their direct
12 supervisor and appropriate Director of Personnel.

13 In order to qualify for additional day(s) of religious leave, the leave form completed by the
14 employee must indicate use for religious observance. Written notification, by use of the leave form,
15 must be made to the appropriate supervisor at least 30 work days prior to the requested leave day.

16 5. Differential Pay

- 17 a. Upon exhaustion of all accumulated sick leave credit, a unit member who
18 continues to be absent for approved sick leave shall be paid the difference
19 between the unit member's daily rate of pay and the established substitute daily
20 rate of pay. In no case shall the unit member receive less than fifty (50%) of
21 his/her daily rate of pay.
22 b. When sick leave is exhausted and differential pay is being utilized, the unit
23 member shall submit a physician's statement for each absence. Upon return
24 to service, the unit member shall ~~complete the District absence report form~~
25 ~~with the physician's statement attached~~ **turn in a physician's statement**
26 **within 20 days.** In the absence of such **physician** statement, daily-rate
27 dockage shall be charged. However, a unit member who has been on an

1 approved extended disability leave and has submitted appropriate verification
2 will be allowed no more than two (2) consecutive days of differential pay
3 without a physician's verification.

- 4 c. A unit member must first utilize all accumulated sick leave credit, and the days
5 of differential pay shall not exceed 100 days in any one (1) year. The 100 days
6 begins with the first day of absence following exhaustion of all accumulated
7 sick leave credit, subject to carryover differential as provided for under
8 Education Code.
- 9 d. Upon exhaustion of regular and differential paid leaves, probationary unit
10 members shall be placed on a 24-month reemployment list. Permanent unit
11 members who have exhausted the above leaves shall be placed on a
12 39-month reemployment list.
- 13 e. Leave taken under this Section shall run concurrently with State and Federal
14 Family Care and Medical Leave.

15 6. Industrial Accident and Illness Leave

- 16 a. Industrial accident and illness leave shall be granted for illness or injury
17 incurred within the course and scope of a unit member's assigned duties as
18 determined by the Workers' Compensation Appeals Board.
- 19 b. A unit member who has sustained a job-related injury shall report the injury
20 on the District accident report form within twenty-four (24) hours, whenever
21 possible, to the immediate supervisor. A unit member shall report any illness
22 on the District form to the immediate supervisor within twenty-four (24)
23 hours, whenever possible, of the knowledge that the illness is an alleged
24 industrial illness.
- 25 c. Allowable leave shall be for not more than sixty (60) days during which the
26 schools of the District are required to be in session or when the unit member

1 would otherwise have been performing work for the District in any one (1)
2 fiscal year for the same illness or accident.

- 3 1. Allowable leave shall not be accumulated from year to year.
- 4 2. Industrial accident or illness leave shall commence on the first day of
5 absence.
- 6 3. Industrial accident or illness leave shall be reduced by one (1) day for
7 each day of authorized absence regardless of a temporary disability
8 indemnity award.
- 9 4. When an industrial accident or illness leave overlaps into the next fiscal
10 year, the unit member shall be entitled to only the amount of unused
11 leave due for the same illness or injury.
- 12 5. Any unit member receiving benefits as a result of this Section shall,
13 during periods of injury or illness, remain within the State of California
14 unless the District authorizes travel outside the State.
- 15 6. During any industrial paid leave of absence, the unit member shall
16 receive temporary disability indemnity checks. The District, in turn, shall
17 issue the unit member's appropriate salary warrants for payment of the
18 unit member's salary and shall deduct normal retirement, other
19 authorized contributions, and the temporary disability indemnity, if any,
20 actually paid to and retained by the unit member for periods covered by
21 such salary warrants. Upon conclusion of this industrial paid leave, a
22 unit member may utilize any available sick leave benefits providing that
23 any sick leave utilization, when combined with any temporary disability
24 indemnity, shall not exceed one hundred percent (100%) of the unit
25 member's normal compensation.

26 d. A unit member shall be permitted to return to service after an industrial
27 accident or illness only upon the presentation of a release from the authorized

1 workers' compensation physician certifying the unit member's ability to return
2 to his/her position classification without restrictions or detriment to the unit
3 member's physical and emotional well-being.

- 4 e. Leave taken under this Section shall run concurrently with State and Federal
5 Family Care and Medical Leave.

6 7. Family Care and Medical Leave

7 Unit members may be entitled to family care and medical leave under State and Federal
8 law under certain circumstances. Such leave shall be governed by Board Policy 4161.8 and
9 Administrative Regulation 4161.8.

10 8. Special Purpose Leave

11 Unit members may be allowed three (3) days leave to attend events of special importance
12 to immediate family members which occur during the school day. Unit members using such leave
13 shall receive their regular daily compensation less the established substitute rate for their position
14 whether or not a substitute is retained to replace them. Unit members shall obtain prior approval
15 from the District before taking such leave.

16 9. Paternity and Adoption Leave

17 Effective July 1, 2016, the District agrees to provide maternity or paternity leave consistent
18 with the requirements set forth in Assembly Bill 375 and Education Code section 44977.5.

- 19 a. During each school year, when a person employed in a position requiring
20 certification qualifications has exhausted all available sick leave, including all
21 accumulated sick leave, and continues to be absent from his or her duties on
22 account of maternity or paternity leave pursuant to Section 12945.2 of the
23 Government Code for a period of up to 12 school weeks, whether or not the
24 absence arises out of or in the course of the employment of the employee,
25 the amount deducted from the salary due him or her for any of the additional
26 12 weeks in which the absence occurs shall not exceed the sum that is
27 actually paid a substitute employee employed to fill his or her position during

1 his or her absence or, if no substitute employee was employed, the amount
2 that would have been paid to the substitute had he or she been employed.
3 The school district shall make every reasonable effort to secure the services
4 of a substitute employee.

5 b. For purposes of subdivision (a):

- 6 1. The 12-week period shall be reduced by any period of sick leave,
7 including accumulated sick leave, taken during a period of maternity or
8 paternity leave pursuant Section 12945.2 of the Government Code.
- 9 2. An employee shall not be provided more than one 12-week period per
10 maternity or paternity leave. However, if a school year terminates
11 before the 12-week period is exhausted, the employee may take the
12 balance of the 12-week period in the subsequent school year.
- 13 3. An employee on maternity or paternity leave pursuant to Section
14 12945.2 of the Government Code shall not be denied access to
15 differential pay while on that leave.

16 c. This section shall be applicable whether or not the absence from duty is by
17 reason of a leave of absence granted by the governing board of the
18 employing school district.

19 d. For purposes of this section, "maternity or paternity leave" means leave for
20 reason of the birth of a child of the employee, or the placement of a child
21 with an employee in connection with the adoption or foster care of the child
22 by the employee.

23 10. Bereavement Leave

24 a. Paid bereavement leave shall be granted for the death of a member of the
25 immediate family.

26 b. A unit member shall be granted up to three (3) days for bereavement purposes.
27 If travel beyond 250 miles is required, two (2) additional days shall be allowed.

1 Additional days of absence beyond those described herein may be provided
2 under the terms of the personal leave provisions.

3 11. Judicial and Official Appearance Leave

- 4 a. Judicial and official appearance leave shall be granted for purposes of regularly-
5 called jury duty, appearance as a witness in court, as a litigant arising from
6 causes of action concerning the performance of classroom or official duties,
7 or to respond to an official order from another governmental jurisdiction for
8 reasons not brought about through the misconduct, by action or inaction, of
9 the unit member.
- 10 b. Upon dismissal prior to the end of the unit member's workday, the unit
11 member shall report to his/her work site, if it is possible to do so prior to one
12 (1) hour before the regular student-dismissal time.
- 13 c. A unit member granted a leave of absence under these provisions shall be
14 granted his/her regular District compensation. The unit member shall
15 reimburse the District any judicial and official appearance fees received
16 excluding mileage compensation.
- 17 d. The unit member seeking judicial and official appearance leave shall present a
18 copy of the subpoena directing his/her appearance before taking the leave if
19 it is possible to do so. When on jury duty, the unit member shall present a
20 statement from the jury commissioner or other appropriate official within
21 thirty (30) days showing the time served.
- 22 e. A unit member who chooses to postpone a judicial summons and reschedule
23 such appearance during non-contracted work days shall receive the current
24 minimum substitute daily compensation rate for each day of service during
25 those non-contracted days. The unit member must provide supporting
26 documentation within thirty (30) days to receive compensation for these days.

1 The unit member must provide a copy of the Request to Postpone and Proof
2 of Service to receive compensation for these days.

3 12. Legislative Leave

- 4 a. An unpaid leave of absence shall be granted for unit members who are elected
5 to the California State Legislature, Congress, County Board of Supervisors, or
6 Mayor if requested in writing no later than thirty (30) days after being elected.
7 b. The unit member shall, within six (6) months of the expiration of the term of
8 office, be entitled to return to a position within the certification authorization
9 held at the time of election. Reinstatement shall be made at the salary to which
10 the unit member would have been entitled had legislative leave not been
11 utilized.
12 c. During the term of legislative leave of absence, the unit member may be
13 employed by the District to perform less than full-time service requiring
14 certification qualifications for such compensation and upon such terms and
15 conditions as may be mutually agreed upon.

16 13. Imminent Death Leave

17 Three (3) days of full pay shall be granted each unit member in any school or fiscal year,
18 in the case of serious illness or accident, with death imminent, of a member of the immediate
19 family. The necessity of this type of absence shall be verified by a written statement by the
20 attending physician stating that death was imminent unless the leave is followed by bereavement
21 leave.

22 14. Association Leave

23 Leave time shall be granted official Association representatives to attend important
24 Association business which cannot be conducted during off-duty hours. The Association shall
25 reimburse the District within thirty (30) days of being billed the actual substitute cost for the days
26 used. The Association President or his/her designee shall normally notify the Personnel Office
27 in writing five (5) days before the leave is taken.

1 15. Other Leaves

- 2 a. A unit member may be granted an unpaid leave of absence for reasons not
3 enumerated elsewhere in this Agreement.
- 4 b. A unit member seeking an approved leave of absence shall submit a request,
5 including the reasons and any supporting information relating thereto, and the
6 duration of the requested leave.
- 7 c. For absences of five (5) days or less, the unit member shall submit the request
8 described herein to the Superintendent to be considered for approval not less
9 than five (5) days prior to the beginning of the leave.
- 10 d. For absences in excess of five (5) days, including the balance of the school
11 semester/year or full semester/year, the unit member shall submit the request
12 described herein to the Superintendent for recommendation and presentation
13 to the Governing Board to be considered for approval. A unit member
14 requesting such an extended leave of absence shall submit the request in
15 sufficient time for the Superintendent's consideration and presentation to the
16 Governing Board.
- 17 e. If the leave of absence was granted for personal health reasons, the unit
18 member shall be required to submit, prior to return to active duty, a medical
19 statement indicating an ability to assume assigned duties without restrictions
20 or detriment to the member's physical or emotional well-being.
- 21 f. Leave taken under this Section shall run concurrently with State and Federal
22 Family Care and Medical Leave.

23

24 ARTICLE XXIV - CATASTROPHIC LEAVE BANK

25 1. Purpose

26 The District has determined that a Catastrophic Leave Program shall be developed for the
27 benefit of permanent unit members of the Manteca Unified School District, inclusive of PreK-

Appendix 6

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MANTECA UNIFIED SCHOOL DISTRICT
AND
MANTECA EDUCATORS' ASSOCIATION**

February 7, 2024

COVID Dockage Rate

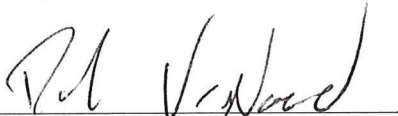
The Manteca Unified School District ("DISTRICT") and the Manteca Educators' Association ("MEA"), enter into this Memorandum of Understanding ("MOU") regarding the dockage rate utilized if a certificated staff member goes into a dockage situation and was quarantined by the District for COVID.

The District and MEA recognizes the impacts that CALOSHA has placed on our staff regarding the contracting of COVID and working:

- For the 2023-24 school year certificated staff members who fall into dockage situations and have been quarantined by the District due to testing positive for COVID. The District agrees to utilize the lowest substitute rate of \$185 when applying dockage for up to the total number of days the employee was placed into quarantine because of testing positive for COVID.

This MOU will expire June 30, 2024. Nothing in this MOU shall be construed as establishing past practice or precedent.

For MEA

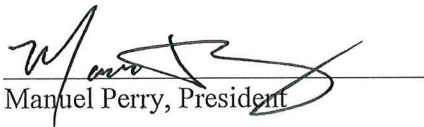


Rob Vannoord, Bargaining Chair

For MUSD



Roger Goatcher, Deputy Superintendent



Manuel Perry, President

Appendix 7

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MANTECA UNIFIED SCHOOL DISTRICT
AND
MANTECA EDUCATORS' ASSOCIATION**

October 4, 2023

Paraprofessional Support Pay

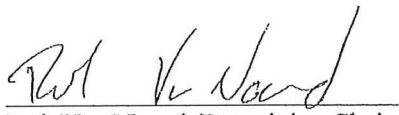
The Manteca Unified School District ("DISTRICT") and the Manteca Educators' Association ("MEA"), enter into this Memorandum of Understanding ("MOU") regarding support for Special Education teachers who go through the day with no aide support.

The District and MEA recognizes the importance of having fully credentialed staff in special education positions and when there are no paraprofessionals available to provide support to the classroom the special education classroom teacher has to fill in and provide extra support. The District and MEA agree to the following:

- For the 2023-24 school year special education certificated staff members who do not have any paraprofessional support in their classroom (RSP, SDC Mild/Mod, SDC Mod/Sev, Behavior Bridge) for the full day or half a day will be provided extra compensation as indicated below:
 - Without any paraprofessional for full day = \$100 per day without a para
 - Without any paraprofessional for half (1/2) day = \$50 per day without a para

This MOU will expire June 30, 2024. Nothing in this MOU shall be construed as establishing past practice or precedent.

For MEA

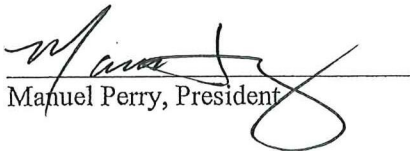


Rob Van Noord, Bargaining Chair

For MUSD



Roger Goatcher, Deputy Superintendent



Manuel Perry, President

Appendix 8

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MANTECA UNIFIED SCHOOL DISTRICT
AND
MANTECA EDUCATORS' ASSOCIATION**

October 4, 2023

Clerical Support Pilot Program

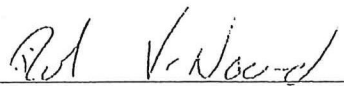
The Manteca Unified School District ("DISTRICT") and the Manteca Educators' Association ("MEA"), enter into this Memorandum of Understanding ("MOU") regarding the beginning of a clerical support pilot program at Manteca High School, Joshua Cowell Elementary, Woodward Elementary, Joseph Widmer Elementary, and Stella Brockman Elementary.

The District and MEA recognizes the importance of providing for the needs of students with disabilities and the extra paperwork required by the State and Federal Governments. The District and MEA agree to the following:

- For the 2023-24 school year an extra two hours of Clerical Assistant time will be provided for each of the above named schools. These two hours a day for the 180 day (prorated based on the day this MOU is adopted) school year will be to help coordinate all paperwork and scheduling for students at those sites respectively.
- District and MEA agree to meet in May of 2024 to review effectiveness of this new pilot program.

This MOU will expire June 30, 2024. Nothing in this MOU shall be construed as establishing past practice or precedent. This MOU may be extended for an additional year by mutual written agreement.

For MEA

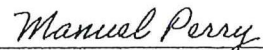


Rob Van Noord, Bargaining Chair

For MUSD



Roger Goatcher, Deputy Superintendent



Manuel Perry, President