

MASTER AGREEMENT

BETWEEN

MANTECA UNIFIED SCHOOL DISTRICT

AND

MANTECA EDUCATORS' ASSOCIATION/CTA/NEA

JULY 1, 2020 – JUNE 30, 2023

BOARD OF EDUCATION AND DISTRICT SUPERINTENDENT:

Eric Duncan
Marie Freitas
Marisella Guerrero
Melanie Green
Kathy Howe
Cathy Pope-Gotschall
Stephen Schluer
Clark Burke, Superintendent

NEGOTIATING TEAM/MANAGEMENT:

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Jenni Andrews
Jacqui Breitenbucher
Candace Espinola
Roger Goatcher
Frank Gonzales
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NEGOTIATING TEAM/MEA:

Carrie Doyle
Steve Grant
Kris Hensley
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James Ward
Marty Thompson, CTA

Revised: March 20, 2022
Board Adopted: May 18, 2023

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Addendum A September 12, 2019, Grade Span Adjustment

Addendum B April 27, 2022, Teachers Voluntarily Providing Supervision Before School

Addendum C May 27, 2022, Salary Schedule Change for School Psychologist, School Nurse, Speech Language Pathologist, and Behavior Specialist

Addendum D September 7, 2022, Certificated Opt-Out Program

MEMORANDUM OF UNDERSTANDINGS:

Addendum E November 13, 2020, AB119 New Hire Orientation

Addendum F May 11, 2021, Employee Stipends

Addendum G September 7, 2022, Overages

Addendum H January 9, 2023, Additional Salary Applied to Base LCFF

1 **ARTICLE I - AGREEMENT**

2 1. Parties

3 The Articles and provisions contained herein constitute a bilateral and binding agreement
4 ("Agreement") by and between the Governing Board of the Manteca Unified School District
5 ("District") and the Manteca Educators Association/CTA/NEA ("Association"), the certificated
6 non-administrative employee organization.

7 2. Authority

8 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the
9 Government Code ("Act").

10 3. Term

11 The term of the Agreement shall be for three (3) years covering the period
12 July 1, 2020, through June 30, 2023. All provisions of the Agreement shall take effect upon
13 ratification of both the District and Association unless otherwise specified.

14 4. Reopeners

15 For the July 1, 2023 through June 30, 2026 Master Agreement, both the District and the
16 Association agree to reopen negotiations with all articles for the 2023-2024 school year with the
17 exception of Salary and Health and Welfare Benefits. For the 2024-2025 school year and 2025-
18 2026 school year; the District and the Association agree to reopen two articles of their choice with
19 the exception of Salary and Health and Welfare Benefits. In addition, other articles may be
20 reopened during the term of this agreement by mutual consent of both parties. Furthermore, the
21 parties agree to conform any additional articles to be changed due to mutually agreed upon changes
22 in reopened articles.

23
24 **ARTICLE II - RECOGNITION**

25 1. Recognition

26 The District recognizes the Association as the exclusive representative for a unit of
27 certificated employees as follows: all interns, temporary, probationary, and permanent contract

1 certificated employees in the classification of classroom teachers, athletic directors, department
2 heads, counselors, librarians, reading specialists, special education teachers, resource specialists,
3 speech therapists, music specialists, psychologists, school nurses, ROP/ROC/CTE teachers,
4 JROTC teachers, physical education specialists, vocational/agriculture teachers, teachers on
5 special assignment, program specialists, and behavior specialists.

6 2. Coverage

7 This Agreement applies only to unit members in the above-described representation unit.
8

9 **ARTICLE III - DEFINITIONS**

10 1. Unit Member

11 "Unit member" means any employee who is included in the unit as defined in Article II -
12 Recognition, and therefore covered by the terms and provisions of this Agreement.

13 2. Daily Rate of Pay/Dockage

14 "Daily rate of pay/dockage" means the unit member's annual salary divided by the number
15 of duty days required for this Agreement.

16 3. Superintendent

17 In this Agreement, "Superintendent" means the Superintendent or his/her designee.

18 4. Day

19 A "day" means any day in which a unit member is contracted to render service to the
20 District.

21 5. Full-Time

22 The term "full-time" as used in this Agreement will be defined as follows:

- 23 • Article XII: A unit member shall be considered full-time if his/her contracted
24 salary reflects 75 % or more of his/her assigned step and class on the salary
25 schedule.
- 26 • Article XV: Full-time for Health and Welfare Benefits for active employees is
27 defined as working thirty (30) hours or more per week.

- Article XXVIII: Full-time for Early Retirement Benefits is defined as a 100% unit member.

Unless otherwise specified above, the words “full-time” in this Agreement will refer to a unit member employed on a one hundred percent (100%) contract (full-time equivalent).

ARTICLE IV - CONTRACT CLAUSES

1. Completion of Agreement

This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. Upon mutual agreement, the parties may agree to negotiate amendments to this document and any amendments agreed to shall be ratified with the same formality as this Agreement.

2. Support of Agreement

It is agreed that the Association and the District will support this Agreement for its term.

3. Application

When a subject matter is covered by this Agreement, this Agreement shall have control over any District policies or procedures on the same subject.

4. Savings

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

The parties shall meet no later than thirty (30) days after learning of such court decisions to renegotiate the provision or provisions affected. The parties may mutually agree to forego negotiations whenever a court case is so definitive as to not require bilateral negotiations.

5. New Legislation/Changes in Education Code

The District and the Association agree to meet and negotiate new legislation or changes in the Education Code that fall within the scope of those areas that are required by law to be

1 negotiated. The parties shall meet no later than thirty (30) days after notification, by either party,
2 of new legislation or Education Code changes.

3 6. Successor Negotiation Procedures

4 No later than the first regularly-scheduled Board meeting in March of the calendar year in
5 which this Agreement expires, the Association shall submit its initial proposals for a successor
6 agreement to the Governing Board.

7 The parties shall meet and negotiate in good faith on negotiable items on a successor
8 agreement beginning no later than five (5) days after the regularly-scheduled Board meeting in
9 April of the calendar year in which this Agreement expires. Any agreement reached between the
10 parties shall be reduced to writing and signed by them.

11 As soon as possible after ratification of the agreement by both parties, the District shall
12 have copies prepared:

- 13 • One copy for each MEA leadership position as requested by MEA.
- 14 • Five copies per site.
- 15 • Individual unit members may request copies from the Personnel Department.
- 16 • Posted on the internet MUSD website.

17
18 **ARTICLE V - CONCERTED ACTIVITIES**

19 1. Duty to Comply

20 The Association and the District recognize the duty and obligation of their representatives
21 to comply with the provisions of this Agreement. The Association will not direct its members to
22 stop performing required duties with respect to “work-to-rule” or other concerted activities.

23 2. No Strike or Lockout

24 It is agreed and understood that there will be no strike, work stoppage, or lockout during
25 the term of this Agreement.

26 3. Unit Member Violation

1 It is further agreed and understood that any unit member violating this Article may be
2 subject to disciplinary action as provided by State law, including provisions of SB 813 or
3 Governing Board policy.

4
5 **ARTICLE VI - UNIT MEMBER RIGHTS**

6 1. Employee Rights

7 The District and the Association recognize the right of employees to form, join, and
8 participate in activities of employee organizations and the equal alternative right of employees to
9 refuse to form, join, and participate in employee organizational activities.

10 2. No Discrimination

11 The Governing Board shall not illegally discriminate against any unit member on the basis
12 of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical
13 handicap, membership in an employee organization, or participation in the activities of an
14 employee organization.

15 3. Work Space

16 Itinerant unit members (e.g., music teachers, resource specialists, speech therapists,
17 counselors, and psychologists) shall have a work space assigned to him/her at each assigned
18 school. The District will make a reasonable effort to allow such unit members exclusive use of
19 their assigned space during their scheduled time.

20
21 **ARTICLE VII - ASSOCIATION RIGHTS**

22 1. Use of Facilities

23 The Association shall have the right to make use of buildings, facilities, and equipment at
24 all reasonable hours. The Association will make arrangements with the site administrator to bear
25 all duplicating costs. No long distance telephone calls may be made at District expense. No
26 District materials or supplies shall be used for Association activities.

27 2. Use of Communication Facilities

1 The Association shall have the right to post notices of activities and matters of Association
2 concern on Association bulletin boards, at least one (1) of which shall be provided in each school
3 building in areas frequented by teachers. The Association may use the District mail service, teacher
4 mailboxes, District e-mail, and other channels of communication to communicate with employees
5 as outlined in Board policy and administrative regulations and as are consistent with Education
6 Code.

7 3. Unit Member Contacts

8 Association representatives may contact unit members at times that do not interfere with
9 the unit member's classroom instruction or official on-site meetings.

10 4. Unit Member Names

11 The District shall furnish the Association, within five (5) days of request after November
12 1, with the names and work locations of the unit members.

13 5. Board Agendas

14 The District shall provide the Association President with one (1) electronic copy of the
15 complete Governing Board meeting agendas minus confidential material.

16 6. Furnishing Reports

17 The District, upon request, shall furnish the Association with one (1) copy of specifically
18 requested reports made to the County and State and copies of all budgetary and other public
19 information it produces that are necessary for the Association to fulfill its role as the exclusive
20 bargaining representative, within five (5) days of their becoming available.

21 7. Scattergrams

22 By September 1, the District shall furnish the Association President with the current
23 placement of unit members on the current salary schedule. An additional scattergram will be made
24 available by December 1. The projected scattergram for the upcoming year shall be made available
25 to the Association President within five (5) days of request, providing the request is made after
26 April 1.

27 8. Waiver Requests

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

3
4 **ARTICLE VIII - DISTRICT RIGHTS**

5 1. District Authority

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

10 2. Exercise of District Authority

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

14
15 **ARTICLE IX – GRIEVANCE PROCEDURE**

16 1. Definitions

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

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

27 2. Time Limits

- 1 a. Time Limits provided for at each level shall begin on the day following receipt
2 of the written grievance, written grievance appeal or written decision.
3 b. The time limits may be extended by mutual agreement stated in writing.
4 c. In the event a grievance is filed after April 15, the normal time limits may be
5 reduced by mutual agreement.

6 3. Threshold Time Limit

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

10 4. Initial Meeting

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

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

17 5. Level One

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

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

27 6. Level Two

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

5 Within five (5) days after receipt of the written grievance at Level Two, the Level Two
6 supervisor shall schedule a meeting with the grievant in an effort to resolve the grievance. A
7 written decision shall be rendered within ten (10) days after the Level Two meeting.

8 7. Level Three

9 If the grievant is not satisfied with the disposition at Level Two or if no written decision
10 has been rendered within ten (10) days after the Level Two meeting, he/she may appeal the
11 grievance in writing to the Superintendent or designee within ten days after the receipt of the Level
12 Two decision. The Superintendent or designee shall schedule a meeting with the grievant in an
13 effort to resolve the grievance within five days of receipt of the level Three grievance. A written
14 decision shall be rendered within ten (10) days after the Level Three meeting.

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

19 8. Level Four

20 If the response is not satisfactory to the grievant, the grievant shall have the right to refer
21 the matter to arbitration, provided the Association agrees. Such referral shall be made by written
22 demand submitted to the Superintendent within fifteen (15) days of receipt of his/her decision.
23 On receipt of the demand for such arbitration, the parties shall have five (5) days in which to agree
24 on an arbitrator. If they fail to agree, the State Conciliation Service shall be requested to submit a
25 list of five (5) arbitrators; each party shall strike two names from the list in alternative order. The
26 determination of which party shall strike a name first shall be determined by lot. The decision of
27 the arbitrator shall be advisory to the Governing Board except as stated below. At its next meeting,

1 which is no less than five (5) days following receipt of the arbitrator's decision, the Governing
2 Board shall review a transcript of the proceeding with a view toward making its own findings and
3 conclusions. The decision of the Governing Board shall be made at the next regularly-scheduled
4 meeting and shall be final.

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

7 9. Cost of Hearing

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

10 10. Rights of a Teacher to Representation

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

17 11. Commencing at Level Two

18 If a grievance arises from action or inaction on the part of a member of the administration
19 at the level above the principal or immediate supervisor, the grievant may submit such grievance
20 in writing to the Superintendent or designee and the Association. If the Superintendent or
21 designee agrees to the waiving of the Initial meeting and Level One, the processing of such
22 grievance will commence at Level Two.

23 12. Content of Written Decisions

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

1 13. Release Time for Grievance Appearance

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

6 14. Separate Grievance File

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

10 15. Grievance Contents

11 Written grievances presented to the district should contain the following information
12 whenever possible:

- 13 • Addressee should be the immediate supervisor or the appropriate district
14 representative
- 15 • Grievant's name
- 16 • Message telephone number
- 17 • Date submitted
- 18 • Article and sections of the contract violated
- 19 • Date and description of event or knowledge of event leading to the grievance
- 20 • Names of individuals possessing relevant knowledge of the incident
- 21 • Suggested resolution of the grievance

22 16. Presentation

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

27 17. No Reprisals

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

3 18. Grievance Timeline

4 Date of Event

5 Initial (Supervisor, informal)

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

9 Level One (Supervisor, formal)

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

14 Level Two (Supervisor's District Supervisor)

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

18 Level Three (Superintendent or Designee)

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

22 Level Four (Advisory Arbitration)

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

1
2 **ARTICLE X - WORK YEAR**

3 1. Work Year

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

8 2. Minimum Days

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

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

15 There will be one additional minimum day on the last Wednesday in August, September
16 and January for a total of three (3) additional minimum days. The District agrees that sites will
17 only hold one school staff meeting either before or after school in the month that there is one of
18 these minimum days. The purpose for the minimum day meetings will be exclusively for
19 professional learning activities which could include teacher collaboration, cross curricular
20 collaboration, vertical articulation, or professional learning communities. These additional
21 minimum days are nonflexible.

22 3. Extended Work Year

23 Unit members working additional days (i.e., speech therapists, counselors, psychologists,
24 school nurses, JROTC teachers, program specialists, and vocational agriculture teachers), shall
25 be compensated for said services according to Article XII - Salaries, Section 7, Extra Salary
26 Provisions - Extended Work Year.

27 4. Voluntary Performance

1 This Article shall not prevent unit members from voluntarily performing such duties on
2 any non-workday.

3
4 **ARTICLE XI – HOURS**

5 1. Hours Per Week

6 The District and Association agree to a professional 7.5 hour on-site/off-site work day,
7 including therein the duty-free lunch period, with an additional .5 hour on-site/off-site work day,
8 for any other professional work. All unit members will have a professional work day. The starting
9 time for all unit members will be fifteen (15) minutes before the start of the first period and ending
10 no less than fifteen (15) minutes after the end of the last period. Unit members can flex any non-
11 student contact time outside of their professional responsibilities with prior administrative
12 notification. Flex time is not to be used during regular instructional full days. Minimum days and
13 non-student contact days can be flexed. These days will be represented on the student calendar.
14 The workday for unit members teaching grades 9-12 shall consist of a five (5) period (Block
15 schedule consists of three (3) periods) instructional day and one (1) non-instructional period which
16 shall normally be used for preparation, parent/student conferences, and meetings with
17 administrators. However, unit members at the secondary level may be assigned to supervise
18 students during their preparation periods in the following circumstances:

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

25 This does not preclude a unit member from volunteering to perform other duties during
26 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 Unit members teaching grades 4-8 shall have one (1) thirty (30) minute non-instructional
5 preparation period per week except when the preparation period falls on a holiday, in-service, or
6 minimum day schedule. Unit members who have preparation time on Monday or Friday one year
7 shall be rotated to another day the following year.

8 Unit members teaching grades 1-8 shall not normally be required to perform yard duty
9 supervision prior to the beginning of the school day, recess duty, or extended after school bus
10 duty except during inclement weather as determined by the principal. Extended bus duty will not
11 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 to cover the supervision period.

14 2. Minimum Instructional Time

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

| Grade Level | Total Minutes |
|-------------|---------------|
| K | 36,000 |
| 1-3 | 50,400 |
| 4-8 | 54,000 |
| 9-12 | 64,800 |

22 3. Speech Therapist, Counselor, Psychologist, School Nurse, Program Specialist
23 Workday

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

27 4. Additional Duties

1 Additional professional work may include the following: off-site instructional preparation,
2 on or off-site parental communication (including "Open House," "Back-to-School" nights, and
3 parent conferences), further instructional assistance to other on-site kindergarten programs,
4 meetings (faculty, committee, department), counseling, student supervision, detention supervision,
5 and service on District committees (textbook selection, curriculum).

6 All unit members are required to perform additional adjunct duties as part of their
7 professional responsibilities. Those additional adjunct duties will be determined by school staff
8 to be necessary to the operations of the school and District and /or enrich the school learning
9 experience for students beyond the classroom. Part time teachers will be assigned adjunct duty
10 assignments in proportion to their part time assignment.

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

14 The Adjunct Duty Committee will meet each school year. Its sole function is to determine
15 the list of site adjunct duties, their weighted equity, and the process for assigning those duties to
16 the staff. The committee shall make its decisions by consensus. Consensus is defined as everyone
17 being able to live with that decision.

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

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

25 District or site meetings shall not normally extend more than forty-five (45) minutes past
26 the end of the school day.

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

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

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

6 Teachers providing substitute services during their preparation period shall be
7 compensated based upon the following formula rounded to the nearest dollar:

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

9 6. High School Coaching Assignments

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

14
15 **ARTICLE XII - SALARIES**

16 For the current year (2022-2023) of the 2020-2023 Master Agreement the parties agree to
17 a salary increase of 85% of "Funded Cost of Living Adjustment (COLA)" percentage upon
18 adoption of the State budget, and during the term of a new three-year contract for 2023-2024
19 through 2025-2026 effective on July 1, 2022.

20 "85% of Funded COLA percentage" calculation:

21 $0.85 \times \text{State funded COLA} = \% \text{ (percent) change to salary schedule}$

22 MEA will decide the percentage of the allocation to be dedicated towards salary and/or health
23 welfare benefits.

24 1. Reopeners if Changes Occur to the Budget

25 a. Given that MEA unit members are approximately 52% of the general fund
26 operating budget:

1 i. If the District receives extra monies to the LCFF Base Grant above
2 the projected COLA, MEA's net fair share of total compensation will
3 be 52%. Both parties recognize Fair Share to equate to a zero sum
4 budget that takes into consideration extra cost the District has in
5 incur each year above the prior year's expenditure in the process of
6 doing the District's business such as increases from one year to the
7 next in the areas of special ed, additional FTE due to growth, and
8 STRS increase.

9 ii. As part of the 52% of fair share described in the above paragraph, If
10 District receives an increase to the LCFF Base Grant of at least \$435
11 in ADA in addition to the projected COLA, stipends for extra salary
12 provisions and extended work year will be increased \$1,000 beginning
13 in 2020/2021.

14 iii. If the dollar amount that MEA is to receive in section "i" is below
15 1% of salary cost, parties agree to apply the dollars to HWB for
16 members. Additionally, If the General Fund contribution exceeds
17 \$32 million to Special Education, both parties agree to re-negotiate.

18 b. If reductions to LCFF base grant funding is more than 3% parties agree to
19 re-negotiate.

20 2. Placement on the Salary Schedule

21 a. Initial placement on the salary schedule shall be in accordance with approved
22 and verified units (as outlined in Section 3b below) and accepted and verified
23 prior experience up to and including a maximum of twenty-one (21) years
24 effective July 1, 2006. Each school year, the unit member shall be advanced
25 on the appropriate step in accordance with District-approved teaching
26 experience. A unit member whose contracted salary reflects seventy-five
27 percent (75%) or more of the amount specified on his/her assigned step and

1 class on the District's salary schedule shall advance one (1) full step the next
2 year on the salary schedule. Any unit member who is hired without a
3 preliminary credential will be placed at A-1 on the adopted salary schedule and
4 will remain at that step until a preliminary credential is obtained. When the
5 unit member provides the District with documentation showing that a
6 preliminary credential has been obtained, the employee's salary placement will
7 be revised to give full credit for accepted years of experience and units of
8 professional growth. The unit member's compensation for this new
9 placement will not be retroactive.

10 b. Unit members serving the initial year of employment in the District or unit
11 members on first, official, unpaid leaves of absence whose contracts reflect
12 more than fifty percent (50%) of the amount specified on his/her assigned
13 class and step on the District's salary schedule shall advance one (1) full step
14 the following year. Subsequent to the initial year of employment and/or return
15 from the first, official, unpaid leave of absence, a unit member who continues
16 to receive above an unsatisfactory composite evaluation and whose contracted
17 salary reflects fifty percent (50%) but less than seventy-five percent (75%) of
18 the amount specified at his/her assigned step and class on the District's salary
19 schedule shall advance one (1) step for each two (2) consecutive years of
20 service.

21 c. A unit member shall be considered full time if his/her contracted salary reflects
22 seventy-five percent (75%) or more of his/her assigned step and class on the
23 salary schedule.

24 d. A unit member whose contracted salary reflects twenty-five percent (25%) but
25 less than fifty percent (50%) of the amount specified at his/her assigned step
26 and class on the District's salary schedule shall advance one (1) step for each
27 three (3) consecutive years of service. A unit member whose contracted salary

1 reflects twenty percent (20%) of the amount specified at his/her assigned step
2 and class on the District's salary schedule shall advance one (1) step for each
3 four (4) consecutive years of service.

4 3. Junior Reserve Officer Training Corp

5 JROTC instructors hired after July 1, 2004, will be placed on the salary schedule in
6 accordance with Article XII (Salaries), Section 2, of the Master Agreement. Under no condition
7 will salary placement result in salary compensation which is less than the established minimum by
8 JROTC Cadet Command. Newly-hired JROTC instructors will be placed at A-1 on the salary
9 schedule and may receive a retroactive adjustment upon verification of salary placement by the
10 Department of the Army. Board Policy 4141.1 will not apply to salary placement for JROTC
11 instructors.

12 4. Semester Units

- 13 a. Credit for salary purposes cannot normally be given for any course work taken
14 without prior written approval of the Superintendent. Course work related to
15 District needs and the unit member's present or proposed assignment will be
16 given priority consideration.
- 17 b. Acceptable coursework taken without prior approval will be effective for salary
18 advancement credit for the following school year if submitted by March 1 of
19 the current school year. All other unapproved coursework submitted after
20 March 1, will not be eligible for salary advancement credit until after the
21 subsequent school year.
- 22 c. Guidelines for acceptable units and degrees, which must be from institutions
23 accredited by the American Association of Schools and Colleges or a regional
24 affiliate, are limited to the following:
- 25 1. College graduate units in a professional education course taken after the
26 date of the granting of the bachelor's degree.

- 1 2. College graduate units for courses in the unit member's major or minor
- 2 as designated by the credential of services.
- 3 3. Advanced degrees in professional education, a teaching major or minor
- 4 subject field, or an area directly related to the unit member's assignment.
- 5 4. Units which improve instructional techniques where a need has been
- 6 recognized.
- 7 5. Units which relate to the immediate needs of the pupil or anticipated
- 8 programs for pupils.
- 9 6. District-approved units.

- 10 d. Lateral movements on the salary schedule shall be restricted to one (1) column
- 11 per year. Unit members completing an advanced degree, credential,
- 12 certification, or supplementary authorization may advance two (2) columns.
- 13 e. A quarter unit is equated as two-thirds (2/3) of a semester unit. A grade of
- 14 "C" or better (or "pass" where institution provides a pass/fail grading system)
- 15 shall be required for acceptance of units.
- 16 f. To receive credit for salary placement, the work must be completed by
- 17 August 31 prior to the school year in which it is to be applied.
- 18 g. Credit shall not be granted until an official transcript has been received by the
- 19 District. In all cases, the transcript shall be received on or before November
- 20 1 of the school year in which credit is desired.
- 21 h. Once units have been approved on the "Request for Approval of College Units
- 22 for Salary Schedule Advancement" form, they may not, at a later date, be
- 23 disapproved. This does not apply to initial salary schedule placement.

24 5. Incorrect Salary Placement

25 Errors in current salary schedule placement shall only be corrected during the fiscal year
26 (July 1 - June 30) in which they are discovered. Such correction shall only apply to that fiscal year.

27 6. Extra Salary Provisions - Extra-Pay Assignments

All extra-pay assignments will be determined on a percentage of the minimum teachers' salary with the exception of science camp as follows:

| | | |
|----|------------------------------------|----------|
| 3 | Science Camp | \$400.00 |
| 4 | High School Drama Coach | 10.00% |
| 5 | High School Marching Band Director | 10.00% |
| 6 | High School Cheerleader Advisor | |
| 7 | • Fall | 6.34% |
| 8 | • Winter | 6.33% |
| 9 | • Spring/Summer | 6.33% |
| 10 | High School Journalism Advisor | 5.00% |
| 11 | High School Yearbook Advisor | 5.00% |
| 12 | Academic Decathlon Coach | 5.00% |
| 13 | Science Olympiad Coach | 4.00% |
| 14 | Drill Team Advisor | 2.00% |
| 15 | Elementary Band/Vocal Director | 5.00% |
| 16 | High School Choral Director | 5.00% |
| 17 | ACORN Basketball/Volleyball Coach | 4.00% |
| 18 | • If coaches two teams together | 6.00% |
| 19 | • If coaches two teams separate | 8.00% |
| 20 | ACORN Track/Cross-Country Coach | 2.00% |

High School Coaches

FOOTBALL

| | | |
|----|----------------------------|--------|
| 23 | Head Varsity Football | 15.00% |
| 24 | Assistant Varsity Football | 10.00% |
| 25 | Head Soph Football | 10.00% |
| 26 | Head Frosh Football | 10.00% |
| 27 | Coach/Trainer | 10.00% |

| | | |
|----|-------------------------------|--------|
| 1 | Assistant Frosh Football | 8.50% |
| 2 | Assistant Soph Football | 8.50% |
| 3 | <u>CROSS COUNTRY</u> | |
| 4 | Head Cross Country | 8.50% |
| 5 | Assistant Cross Country | 7.50% |
| 6 | <u>VOLLEYBALL</u> | |
| 7 | Head Varsity Volleyball | 10.00% |
| 8 | Head Soph Volleyball | 7.50% |
| 9 | Head Frosh Volleyball | 7.50% |
| 10 | <u>TENNIS</u> | |
| 11 | Head Boys Tennis | 8.50% |
| 12 | Head Girls Tennis | 8.50% |
| 13 | <u>BASKETBALL</u> | |
| 14 | Head Varsity Boys Basketball | 13.00% |
| 15 | Head Varsity Girls Basketball | 13.00% |
| 16 | Head Soph Boys Basketball | 10.00% |
| 17 | Head Frosh Boys Basketball | 10.00% |
| 18 | Head Soph Girls Basketball | 10.00% |
| 19 | Head Frosh Girls Basketball | 10.00% |
| 20 | <u>SOCCER</u> | |
| 21 | Head Varsity Boys Soccer | 8.50% |
| 22 | Head Varsity Girls Soccer | 8.50% |
| 23 | Frosh/Soph Boys Soccer | 7.50% |
| 24 | Frosh/Soph Girls Soccer | 7.50% |
| 25 | <u>WRESTLING</u> | |
| 26 | Head Varsity Wrestling | 13.00% |
| 27 | Assistant Wrestling | 9.00% |

| | | |
|----|----------------------------------|--------|
| 1 | <u>BASEBALL</u> | |
| 2 | Head Varsity Baseball | 13.00% |
| 3 | Soph Baseball | 9.00% |
| 4 | Frosh Baseball | 9.00% |
| 5 | <u>SOFTBALL</u> | |
| 6 | Head Varsity Softball | 13.00% |
| 7 | Soph Softball | 9.00% |
| 8 | Frosh Softball | 9.00% |
| 9 | <u>TRACK AND FIELD</u> | |
| 10 | Head Varsity Track | 13.00% |
| 11 | Assistant Track (Boys and Girls) | 10.00% |
| 12 | <u>GOLF</u> | |
| 13 | Head Golf | 8.50% |
| 14 | <u>SWIMMING</u> | |
| 15 | Head Swimming | 8.50% |
| 16 | Assistant Swimming | 7.50% |
| 17 | <u>WATER POLO</u> | |
| 18 | Head Varsity Water Polo | 8.50% |
| 19 | Assistant Water Polo | 6.50% |

20

21 7. Extra Salary Provisions - Extended Coaching Duties

22 The following varsity sports will receive compensation starting in 2018-19 for varsity
23 stipend coaches:

- 24 Head Varsity Football, Assistant Varsity Football, Coach/Trainer, Head Cross Country, Assistant
25 Cross Country, Head Varsity Volleyball, Head Boys Tennis, Head Girls Tennis, Head Varsity Boys
26 Basketball, Head Varsity Girls Basketball, Head Varsity Boys Soccer, Head Varsity Girls Soccer,
27 Head Varsity Wrestling, Assistant Wrestling, Head Varsity Baseball, Head Varsity Softball, Head

1 Varsity Track, Assistant Track, Head Golf, Head Swimming, Assistant Swimming, Head Varsity
 2 Water Polo, Assistant Water Polo

- 3 a. Pay starts with being selected to participate in the CIF Playoff system after the
- 4 regular season concludes.
- 5 b. Pay will be for each week, or portion there of the team or athlete(s) continues in
- 6 the CIF playoffs.
- 7 c. Varsity coaches that have split assignments will receive proportional pay.
- 8 d. \$135 will be paid to Varsity stipend coaches each week or portion there of their
- 9 team or athlete(s) competes in the CIF playoffs.

10 8. Athletic Events/Dances Remuneration

11 Remuneration for the following adjunct duties at the high school: basketball games,
 12 football games and up to three dances (Prom, Winter Formal, Sadie Hawkins) conducted on a
 13 Saturday will be paid \$30 per game or dance

14 9. Extra Salary Provisions and/or Extended Work Year

| 15 <u>Position</u> | <u>Work Year</u> | <u>Ratio</u> | <u>Stipend</u> |
|----------------------------------|-------------------------------------|--------------|----------------|
| 16 Adaptive PE Teacher | Teacher | | \$3,500* |
| 17 Resource Specialist Teacher | Teacher | | \$3,500* |
| 18 ROP/CTE Teacher (six periods) | Teacher | 1.20 | |
| 19 Special Day Class Teacher | Teacher | | \$3,500* |
| 20 Speech Therapist | Teacher + One Week | 1.15 | \$1,000 |
| 21 Counselor | Teacher + Two Weeks | 1.085 | \$3,500* |
| 22 Community Day Counselor | Teacher + Two Weeks | 1.15 | \$4,700* |
| 23 Manteca Day Teacher | Teacher | | \$1,200 |
| 24 Psychologist | Teacher + Two Weeks + One Day (197) | 1.165 | \$3,500* |
| 25 Behavior Specialist | Teacher + Two Weeks | 1.15 | \$3,500* |
| 26 School Nurse | Teacher + Two Weeks | 1.085 | \$3,500* |
| 27 Voc/Ag Teacher | Teacher + 50 days | 1.2 | |

| | | | | |
|---|-------------------------|---------------------|------|----------|
| 1 | JROTC Teacher | Teacher + Two Weeks | | |
| 2 | Librarian | Teacher + Two Weeks | | |
| 3 | Lead Counselor | Teacher + Two Weeks | 1.28 | \$3,500* |
| 4 | Lead Program Specialist | Teacher + Two Weeks | 1.25 | \$4,500 |
| 5 | Program Specialist | Teacher + Two Weeks | 1.15 | \$4,500 |

6 *Unit members hired July 1, 2003, or after, who do not hold a preliminary credential will not
7 receive the \$3,500 stipend until a preliminary credential is obtained.

8 10. Extra Salary Provisions - High School Department Chairpersons

9 All Department Chairpersons will receive base pay of .045 of Column A, Step 1 plus
10 \$12.00 per period in the department up to and including 36 periods with no additional
11 compensation above 36. The number of qualifying periods for each contracted school year shall
12 be determined by the number of periods in the department as of the last month of school of the
13 prior contracted school year. When new departments are formed or reorganization of the subject
14 matter assigned to the department occurs, the sections added to the new department(s) or an
15 existing department are to be subtracted from the departments from which they are taken, and
16 the stipends adjusted accordingly. Department chair duties are to be performed during the regular
17 school day.

18 11. Extra Salary Provisions-High School General Education

19 Teachers assigned to general education classes in grades 9-12 will receive an additional
20 \$100 per month for each class period if the class size is one (1) or two (2) students above the limit
21 after ten (10) consecutive school days at the beginning of the school year and five (5) consecutive
22 school days during the school year. Teachers must agree to this class size increase.

23 12. Extra Salary Provisions – K-6 Combination Class Teachers

24 Beginning with the 2012-2013 school year, grades K-3 combination class teachers will
25 receive an additional \$150 per month (not to exceed \$1,500 annually) and grades 4-6 combination
26 class teachers will receive \$150 per month (not to exceed \$1,500 annually) for each month or
27 partial month that they teach. This additional compensation will become effective after ten (10)

1 student days at the beginning of the school year and five (5) consecutive student days during the
2 school year. Multiple grade special education classes will not be considered combination classes
3 for the purposes of this article.

4 13. Extra Salary Provisions- Special Education

5 Teachers assigned to special day classes will receive an additional \$200 per month if the
6 class size is one (1) or two (2) students above the limit after ten (10) days at the beginning of the
7 year and five (5) consecutive days during the school year. Teachers must agree to the class size
8 increase.

9 RSP Teachers who are split-assigned between two different sites and/or two different
10 programs will receive a maximum of \$200 per month for taking up to four (4) additional students
11 above the limit after ten (10) consecutive school days at the beginning of the school year and five
12 (5) consecutive school days during the school year.

13 14. Hourly Rates

14 Certificated bargaining unit members, when working outside of contracted hours, shall be
15 compensated at the negotiated hourly rates of the salary cells listed below. These rates are based
16 upon an 8 hour day for 186 days.

| | |
|---|------------|
| 17 Non-student contact (trainings, District meetings, etc.) = | A-1/186/8 |
| 18 Student contact (tutorial, Saturday School, etc.) = | E-5/186/8 |
| 19 Trainer (for District-sponsored workshops) = | I-22/186/8 |
| 20 Peer Assistance and Review (PAR) = | H-7/186/8 |

21
22 **ARTICLE XIII – PEER ASSISTANCE AND REVIEW PROGRAM**

23 1. Purpose

24 a. The Peer Assistance and Review Program allows exemplary unit members to
25 assist permanent unit members in the areas of subject matter knowledge and
26 teaching methodology.

1 b. The extent of the Program’s assistance and review depends on whether the
2 participating unit member is:

3 1. A permanent unit member who has been referred as a result of receiving
4 two or more “N’s” or “U’s” in any standard on the final evaluation.

5 2. A voluntary participating unit member.

6 The Program’s assistance shall be provided through Consulting Unit Members
7 as described in detail in Sections 3.c. of this document. This assistance shall
8 not involve the participation in the process of the annual evaluation of
9 certificated unit members as set forth in Article XIX of the Agreement and
10 Education Code 44660.

11 c. The Program resources shall be utilized in the following priority; first, for
12 Participating Unit Members with an “Unsatisfactory” in the composite
13 Evaluator’s Rating; second, for Voluntary Participating Unit Members.

14 2. Definitions for Purposes of This Document

15 a. “Unit Member”

16 Any member of the certificated bargaining unit who is covered by the
17 certificated evaluation, Article XIX of the Agreement.

18 b. “Participating Unit Member”

19 A certificated unit member who is required by this Agreement to participate
20 in the Program as set forth by Section 1.b. of this document.

21 c. “Consulting Unit Member”

22 A unit member meeting the requirements of subsection 4.b. who is selected by
23 the Joint Panel to provide Program assistance to a Participating Unit Member.

24 d. “Voluntary Participating Unit Member”

25 Any unit member wanting to engage in a professional growth activity utilizing
26 a Consulting Unit Member’s assistance may apply for participation in the PAR
27 Program as a Voluntary Participating Unit Member.

- 1 1. In addition a unit member may volunteer to participate in the PAR
2 Program if his/her most recent performance evaluation contained a
3 needs improvement or unsatisfactory in the areas of:
4 (a) Engaging & Supporting All Students in Learning
5 (b) Creating & Maintaining Effective Environments for Student
6 Learning
7 (c) Understanding & Organizing Subject Matter for Student Learning
8 For All Students
9 (d) Planning Instruction & Designing Learning Experiences for All
10 Students
11 (e) Assessing Students for Learning
12 (f) Developing as a Professional Educator

13 e. “Evaluating Administrator”

14 The certificated administrator appointed by the District to evaluate a unit
15 member.

16 3. Governance and Program Structure

17 a. Joint Panel

- 18 1. The Peer Assistance and Review Program will be administered by a Panel
19 consisting of five members, three certificated unit members and one
20 alternate selected by the Executive Board of the bargaining unit, and
21 three administrators (one of whom is non-voting) appointed by the
22 District. Qualifications for the unit member representatives shall be the
23 same as those for Consulting Unit Members as set forth in Section 3.b.1
24 in addition to being members of the Association. A Panel member’s
25 term shall be three years.
26 2. For referred teachers, the Joint Panel will make all decisions through
27 consensus in the areas of appointments, reports and recommendations

1 to the Governing Board, and Program plan and budget. Failing
2 consensus, decisions will be made by majority vote. Four of the five
3 Panel members will constitute a quorum for purposes of meeting and
4 conducting business. For voluntary participants, placements will be
5 made by the administrator assigned to PAR.

6 3. The Joint Panel's primary responsibilities involve: establishing the annual
7 Program and budget; selecting, assigning and overseeing the Consulting
8 Unit Members. In addition, the Panel is responsible for:

9 (a) submitting to the Governing Board and the Association an annual
10 report of the Program's impact, including names of referred
11 participants and members who have successfully completed
12 program along with and only numbers of voluntary participants.

13 *(See Exhibit A – Sample Report)*

14 (b) assigning and reassigning the Consulting Unit Members;

15 (c) reviewing activity logs submitted by Consulting Unit Members *(See*
16 *Exhibit B – Activity Log)*;

17 (d) monitoring and guiding the effectiveness of the Consulting Unit
18 Members in assisting the Participating Unit Member;

19 (e) coordinating with the District to provide training for Consulting
20 Unit Members, for Panel members, and where appropriate, for
21 Unit Members;

22 (f) forwarding to the Personnel Office (at the end of the year) all the
23 activity logs from the referred unit member participants that shall
24 be filed in the unit member's personnel files. Voluntary Unit
25 Members may request that activity logs be included in his/her
26 personnel file;

1 (g) establishing internal operating procedures and regulations
2 necessary to carry out the requirements of the Education Code and
3 this document. The Joint Panel shall be chaired by the non-voting
4 administrator. The Joint Panel Chair will be responsible for
5 announcing meetings, preparing and providing agendas, and
6 designating responsibilities for minutes and other related
7 responsibilities.

8 4. The Panel shall use the following procedure for establishing the annual
9 Program plan and budget:

10 (a) By the last meeting in May, the Committee will develop a Program
11 and proposed budget to be submitted to the Governing Board, for
12 approval for the succeeding year, that will include:

- 13 1. the estimated state revenues for the Program;
- 14 2. the estimated expenditures, involving:
 - 15 ● projected number of Unit Members;
 - 16 ● projected (full and part-time) number of Consulting
17 Unit Members needed to service the projected need;
 - 18 ● release time for the Panel, Consulting Unit Members
19 and Participating Unit Members;
 - 20 ● pay for Panel members and Consulting Unit Members
21 that is consistent with the pay parameters established
22 by the negotiating parties;
 - 23 ● projected costs for training, administrative overhead,
24 and if necessary, legal and consulting assistance; and
 - 25 ● projected revenue available for Staff Development
26 Program.

27 (b.) Consulting Unit Member

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1. Minimum qualifications for Consulting Unit Member:

A Consulting Unit Member in the Peer Assistance and Review Program is a unit member who provides assistance to a Participating Unit Member. A Consulting Unit Member shall have the following minimum qualifications:

- (a) holds a valid California credential;
- (b) has achieved permanent status as a unit member in Manteca Unified School District. The Joint Panel may select a Consulting Unit Member from another District or a retired unit member to fill the position as deemed necessary.
- (c) has a minimum of five (5) years recent service experience;
- (d) shall not have a summary evaluation with a “needs improvement” or “unsatisfactory” rating within the previous two years;
 - 1. works collaboratively with peers;
 - 2. maintains professional confidentiality;
 - 3. understands the need to be available and maintain consistent contact;
 - 4. has demonstrated exemplary teaching ability to the Joint Panel as indicated by:
 - effective communication skills;
 - mastery of a range of strategies necessary to meet the needs of pupils in different contexts.

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- demonstrates knowledge of the California Standards for the teaching profession and the state adopted academic content standards and performance levels for students.
2. The Panel’s procedures for selecting Consulting Unit Members include a review of the candidate’s application (available through the Teacher Development Department), a recommendation from the candidate’s supervisor, and may also include provisions for observation of the consulting unit member candidate. The Consulting Unit Members may be selected from either onsite or offsite (*See Exhibit C – Consulting Unit Member Application*).
 3. Training provided for Consulting Unit Members outside of the regular work-day shall be compensated at the District’s rate of compensation for training. Compensation for annual services provided by a Consulting Unit Member shall be compensated at the PAR hourly stipend rate specified in Article XII, Salaries. These hours shall be documented on the Peer Assistance and Review Activity Log (*See Exhibit B – Activity Log*).
 4. The Joint Panel will assign Consulting Unit Members. Within the first six weeks of assignment, either the Consulting Unit Member or the Participating Unit Member may petition the Panel for an assignment change for good reasons. The Participating Unit Member shall be allowed only one change per year.

1 5. A Consulting Unit Member who is a full-time employee of
2 the District will not usually be assigned more than one
3 Participating Unit Member at a time.

4 (c.) Consulting Unit Members shall provide assistance to Participating
5 Unit Members in the areas of subject matter knowledge, and
6 teaching methodology. This assistance may include, but is not
7 limited to the following activities:

- 8 1. provide consultative assistance to improve in the specific
9 areas suggested by the evaluating administrator and the
10 Participating Unit Member;
- 11 2. observations of the Participating Unit Member during
12 periods of service;
- 13 3. assisting the Participating Unit Member to observe the
14 Consulting Unit Member or other selected unit members;
- 15 4. attending specific training in specified techniques or in
16 designated subject matter;
- 17 5. modeling good practices for the Participating Unit Member;
- 18 6. maintaining an activity log for each Participating Unit
19 Member.

20 4. Joint Panel Recommendations

21 a. Referred unit members will continue participating in the Program until the unit
22 member no longer benefits from participation in the Program, or the unit
23 member receives a satisfactory evaluation, or the unit member is separated
24 from the District. The Joint Panel will include in its written report to the
25 governing board the name(s) of referred participating unit members and
26 members who successfully complete program. The District has the sole

1 authority to determine whether the Participating Unit Member has been able
2 to demonstrate satisfactory improvement.

3 b. Voluntary unit members may leave the program at any time.

4 5. Other Provisions

5 a. Functions performed by unit members under this document shall not
6 constitute either management or supervisory functions as defined by
7 Government Code Section 354.01(g) and (m).

8 b. Unit members who perform functions as Consulting Unit Members or Panel
9 members under this document shall have the same protection from liability
10 and access to appropriate defense as other public school employees pursuant
11 to Division 3.6 (commencing with Section 810) of Title 1 of the California
12 Government Code.

13 c. Nothing herein shall modify or in any manner affect the rights of the
14 Governing Board/District or unit member under provisions of the Education
15 Code relating to employment, classification, retention, or non-reelection of
16 certificated staff. Nothing herein shall modify or affect the District's right to
17 issue notices of unsatisfactory performance and/or unprofessional conduct
18 pursuant to Education Code Section 44938.

19 d. Records

20 1. All documents and information relating to the "referred" participation
21 in this Program will be regarded as personnel records and subject to the
22 personnel record exemption of the California Public Records Act
23 (Government Code Section 6250, et seq.). The annual evaluation of the
24 Program's impact, excluding any information on identifiable individuals,
25 shall be subject to disclosure under the Public Records Act.

- 1 2. All parts of the selection process of Consulting Unit Members will be
2 treated as confidential and will not be disclosed except as required by
3 law.
- 4 3. For employees exiting PAR, notes from the consulting member will be
5 destroyed within three months of unit member exiting program
- 6 4. All documents for the Peer Program will be filed by the Joint Panel
7 separately from the individual personnel records, except as specified in
8 3.a.3 of this agreement
- 9 5. This agreement will be attached to the Master Agreement as Peer
10 Assistance Program and shall be reviewed annually by the Joint Panel.

11
12 **ARTICLE XIV - MILEAGE**

13 1. Itinerant Unit Members

14 Unit members who serve at two (2) or more school sites on any given day shall be
15 reimbursed on a mileage basis. Travel shall be computed beginning at the first duty station to
16 which the employee is scheduled to report and ending at the duty station at which the employee
17 is expected to end his/her duty assignment.

18 2. Mileage Reimbursement

19 Unit members whose employment requires the use of his/her automobile in the
20 performance of his/her assigned duty shall submit a monthly mileage reimbursement form for
21 District-assigned travel. Said reimbursement form is to be verified by his/her immediate
22 supervisor(s) and approved by the Superintendent or his/her designee.

23 Mileage shall be reimbursed at the rate per mile permitted by the United States Internal
24 Revenue Service. Unit members will be notified of changes in mileage rates in a timely manner.

25 3. Accumulation of Mileage

26 If a unit member has less than twenty (20) miles of travel for the month, the total miles
27 for that reporting period will be carried over to the following month.

1 4. Vehicle Use

2 District travel shall be restricted to the use of automobiles and seat belts shall be utilized.

3 Motorcycles are not to be used for District travel.

4 5. Mileage Exclusion

5 All meetings and/or workshops held within the Manteca Unified School District are
6 excluded from the provisions of this Article.

7
8 **ARTICLE XV - HEALTH AND WELFARE BENEFITS**

9 1. Health and Welfare Benefits

10 The District shall provide for benefit coverages as specified in Section 2 below, for each
11 full-time unit member working thirty (30) hours or more per week. The District contribution for
12 any medical plan, dental plan, vision plan, and life insurance shall be limited to no more than that
13 amount which the District agrees to pay per Section 2c.

14 2. Coverage Provided

15 a. Unit members may select coverage from available medical plans for the
16 bargaining unit.

17 b. The maximum monthly amount paid by the District for the medical, dental,
18 vision, and life insurance plans shall be effective July 1, 2019 2021, the district
19 will increase its annual employee benefits from \$918.32 to \$949.82. (See Article
20 XII – Salaries)

21 c. Unit members who are or become enrolled in any plans from the District's
22 provider(s), the cost of which exceeds the maximum monthly amount
23 specified in 2.c., shall have the balance of the premiums due paid by a payroll
24 deduction.

25 d. Part-time unit members working twenty (20) hours each week but fewer than
26 thirty (30) hours desiring coverage shall have fifty percent (50%) of the

1 monthly contributions paid by the District, not to exceed one-half of the
2 amount specified in 2.c.

- 3 e. Unit members working fewer than twenty (20) hours per week desiring
4 coverage shall pay one hundred percent (100%) of the monthly premium to
5 the District by payroll deduction.

6 3. Change of Benefits

7 a. The District shall not initiate a change in the type or level of benefits provided
8 during the term of this Agreement except with mutual consent of the
9 Association.

10 b. The District shall assume no responsibility or liability for changes in coverage
11 imposed by benefit insurance providers. It is understood and agreed that the
12 District exercises no control and accordingly accepts no responsibility with
13 respect to individual providers and/or hospitals included in the panel of
14 specific benefit plans.

15 c. The District makes no representation with respect to financial viability and
16 shall not be liable for any claims resulting from the financial insolvency of any
17 trust or health benefit plan.

18 4. Payments

19 a. The District shall continue to contribute a unit member's (and dependents')
20 premium contribution while on paid-leave status in the same manner as if the
21 unit member had remained in regular service.

22 b. Unit members on District-approved, non-paid leaves of absence may elect to
23 continue health and welfare benefits coverage for themselves (and dependents)
24 by paying any required premiums to the District, pursuant to District's
25 administrative rules and procedures.

26 5. Internal Revenue Code 125 Plan

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

3 6. Cancellation

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

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

9
10 **ARTICLE XVI – ASSIGNMENT /TRANSFER/REASSIGNMENT**

11 1. Definitions

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

19 2. Assignments

- 20 a. The site/program administrator shall work with the Personnel Department to
21 identify known vacancies created through program changes, growth, attrition,
22 or other changes. When staffing projections have been finalized, the
23 site/program administrator will announce changes in the program needs of the
24 school, grade levels, and/or subject areas.
- 25 b. Tentative Assignments
26 Unit members will receive a tentative assignment thirty (30) teacher work days
27 prior to the unit member's last day of instruction. If the tentative assignment

1 is changed during the summer recess, the immediate supervisor and/or the
2 Personnel Department shall make a good faith effort to contact the unit
3 member by telephone. If the affected unit member cannot be reached by
4 telephone, a letter shall be sent to the last known address of the unit member
5 stating the assignment change.

6 c. Combination Class Assignments

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

9 d. Midyear Transfer/Reassignments

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

20 3. Voluntary Requests for Transfer Reassignment

21 a. Any unit member covered by this Agreement shall have the right to request
22 transfer/reassignment subject to the following conditions:

- 23 1. Written requests for transfer/reassignment can be submitted after
24 January 1, for the upcoming school year. Reassignment requests should
25 be submitted to the site administrator. Transfer requests shall be
26 submitted on the Transfer Request Form see (*See Exhibit D -*
27 *Application for Transfer*) and sent to the Personnel Department.

1 2. Transfer/reassignment requests will remain on file until the first day of
2 school.

3 3. The filing of a transfer/reassignment request is without prejudice to the
4 unit member and shall not jeopardize his/her current assignment. A
5 request for transfer/reassignment may be withdrawn in writing by the
6 unit member at any time prior to official notification of approval.

7 b. If requested vacancies develop, unit members who have submitted requests
8 for transfer/reassignment will be considered based upon the following criteria:

9 1. Appropriate credential/authorization/certification.

10 2. The needs of the students and the instructional needs of the District.

11 3. The qualifications, including recent training and experience as it relates
12 to the assignment, of the unit member compared to those of other
13 candidates who could have been considered.

14 4. Qualifications in extra-curricular areas and/or other special skills or
15 experience.

16 5. Interview (if applicable)

17 6. Length of service at the site/District shall be the determining factor if all
18 other factors are judged to be equal.

19 c. Unit members who are selected for voluntary transfer/reassignment will be
20 notified by the site principal/District.

21 4. Involuntary Transfers/Reassignments

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

24 1. To resolve credential problems or other legal requirements.

25 2. To meet staffing needs caused by change in enrollment, new site
26 locations, class size adjustments or similar changes impacting the school
27 site.

3. To balance school staffs with respect to race, sex, ethnicity, age, or educational experience, and/or credential status.
4. To meet instructional and curricular needs and program changes including the need for special skills or experience at another location.
5. To reallocate staff as necessitated by school closures.
6. To further the best interests of the unit member, the site, or the District provided no such transfer/reassignment is made for punitive reasons. Reasons for involuntary transfers/reassignments for reasons other than 1-5 above must be supported by documentation by the supervisor to assist the unit member in working towards meeting the educational needs of the school.

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

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

5. Vacancies

a. Vacancy Defined

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

b. Posting Periods

1. From January 1, through May 31, unit members who have submitted requests for reassignment/transfer will be considered for any vacancies.

2. After June 1, vacancies will be posted online on i.e. Edjoin for five (5) working days and sent electronically to a designated representative of the Association.
3. Transfers/reassignments will not normally be considered for a period of three (3) weeks (21 calendar days) prior to the first day of instruction.

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

1. General Elementary and High School Classes

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

a. Mainstreamed Special Education Students in K-6 Physical Education Classes

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

b. General Education Class Size Ratios

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

| | |
|-------------------------|--|
| Kindergarten Class | (per State-funded and approved guidelines) |
| 1-3 Regular Class | (per State-funded and approved guidelines) |
| 4-12 Regular Class | -34 |
| 1-4 Combination Class | (per State-funded and approved guidelines) |
| 4-6 Combination Class | -32 |
| 7-12 Basic Skills Class | -28 |

| | | |
|---|--------------------------------|--|
| 1 | K-6 Manteca Day School | -20 |
| 2 | 7-12 Manteca Day School | -20 |
| 3 | 7-12 P.E. | -48 |
| 4 | 7-12 Continuation Class | -28 |
| 5 | 9-12 Keyboarding | -37 (not to exceed number of seats/stations) |
| 6 | 9-12 Elective | -34 (not to exceed number of seats/stations) |
| 7 | 9-12 Fine Arts/Performing Arts | -34 (excluding band and chorus) |
| 8 | Independent Study | -40 |

9 2. K-Adult Special Education Caseloads

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

13 Caseloads

| | | |
|----|----------------------------------|-----|
| 14 | Resource Specialist (Day School) | -20 |
| 15 | Resource Specialist | -28 |
| 16 | Adapted P.E. Specialist | -55 |
| 17 | Speech Therapist | -55 |
| 18 | ERMHS Psychologist | -25 |

19 3. Special Day Classes/Caseloads

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

24 a. Grade Spans

25 Limit the number of grade spans per Special Day Class to four or less and
 26 place students in appropriate grade span groups. (e.g. primary, intermediate,
 27 middle school).

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b. Mild-Moderate Class Size/Caseloads

| | |
|-----------------|------|
| K-3 | - 12 |
| 1-4 | - 14 |
| 3-6 | - 16 |
| 6-8 | - 20 |
| 9-12 | - 20 |
| 7-12 Day School | - 18 |

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

| | |
|------------------------|------|
| K-2 | - 10 |
| 3-5 | - 12 |
| 6-8 | - 16 |
| 9-12 | - 16 |
| Adult Transition Class | - 16 |

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

- a. Each full time ERMHS provider will be responsible for a maximum of 10 ERMHS initial assessments.
- b. For each day that the ERMHS provider has to travel to three or more sites to provide ERMHS, the caseload is reduced by one student. ERMHS providers may volunteer to go over their caseload by three students and be paid \$300 per month for the overage.
- c. The District may hire Marriage and Family Therapists (“MFT”), Licensed Clinical Social Worker (“LCSW”), or other equivalent certified contractors in situations where:
 - i. School Psychologist are not available (e.g., on leave), and contracted employees are used to provide coverage during the duration the regular employee is not available, and all makeup sessions have been 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.

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12 **ARTICLE XVIII - SAFETY CONDITIONS**

13 1. Personnel Assault or Abuse

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

20 2. Student Suspension

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

1 conference regarding the suspension. Whenever practicable, a school counselor or a school
2 psychologist shall attend the conference. A school administrator shall attend the conference if the
3 teacher or the parent/guardian so requests. The pupil shall not be returned to the class from
4 which he/she was suspended, during the period of suspension, without the concurrence of the
5 teacher of the class and the principal.

6 3. Workers' Compensation Coverage

7 Unit members shall be provided coverage under the terms and conditions of the District
8 workers' compensation program and illness leave provision for any injury or illness arising out of
9 or in the course of their employment.

10 4. Unsafe Conditions

11 Unit members shall not be required to work under unsafe conditions or to perform tasks
12 which endanger their health, safety, or well-being. The District shall correct unsafe conditions as
13 soon as possible.

14 5. Lockable Space

15 The District shall provide each unit member, upon request, a lockable space within the
16 vicinity of his/her classroom for storage of necessary small personal belongings such as purses or
17 briefcases.

18 6. Personal Property Reimbursement

19 The District shall reimburse unit members the full cost (not to exceed \$350.00) of
20 replacing or repairing clothing, valuables, or other personal property which may be damaged,
21 destroyed, lost, or stolen resulting from the following:

- 22 a. Efforts at halting or preventing any physical altercation involving a student.
- 23 b. The protection of District property.
- 24 c. The protection of District personnel.

25 As a condition for reimbursement, unit members shall complete the reports required
26 within three (3) days.

27 7. Personal Property in Classroom

1 The District does not encourage unit members to bring personal property or materials
2 into the classroom. The District will not assume responsibility for the loss or destruction of said
3 property.

4
5 **ARTICLE XIX - EVALUATION**

6 1. Purpose

7 It is understood and agreed that the principle objective of evaluation is to improve the
8 quality of education in the Manteca Unified School District.

9 2. Evaluator

10 a. The evaluator shall be the unit member's immediate supervisor or designee,
11 but the evaluator shall not be a unit member.

12 b. Procedures for the evaluation and assessment of certificated personnel may
13 involve more than one (1) evaluator. However, one (1) person shall be
14 designated as the evaluator with the responsibility for making the Summary
15 Evaluation Report in writing and submitting a copy to the unit member.

16 c. A unit member with more than one job site shall have one site administrator
17 designated as his/her primary evaluator for the purposes of evaluation. A
18 District special education administrator may participate in the evaluation
19 process for ERMHS provider.

20 3. Frequency of Evaluation

21 a. Temporary, probationary, and other non-permanent unit members shall be
22 evaluated annually.

23 1. Unit members with permanent status shall be evaluated once every other
24 year beginning the second year of permanent status except for those who
25 receive a rating of Less than Effective on the composite portion of the
26 Summary Evaluation Report. Permanent unit members receiving any
27 rating of Less than Effective on the composite portion of the Summary

1 Evaluation Report shall then be evaluated annually until improvement is
2 noted or they are terminated. Unit Members receiving a rating of
3 Unsatisfactory on the composite portion of the Summary Evaluation
4 Report shall also be referred to Peer Assistance and Review (suspended
5 for 2017-18).

6 2. Unit members receiving less than an Effective rating on the composite
7 section of the Summary Evaluation Report shall be required to
8 participate in an Improvement Plan.

9 3. Beginning in 2004-2005, permanent unit members who meet the
10 following criteria will be evaluated every five years if the evaluator and
11 the unit member mutually agree and the employee has:

- 12 • Completed ten consecutive years of service with the Manteca
13 Unified School District with a “satisfactory” rating in each areas of
14 the summary evaluation in the tenth year.
- 15 • Members in the five year cycle will be evaluated on the year
16 following the fifth year.

17 4. If a unit member on the five-year cycle receives an “N” or an
18 “Unsatisfactory” on their Summary Evaluation, they shall be evaluated
19 annually. Once the unit member receives all “Satisfactory” ratings, the
20 unit member shall return to the five-year evaluation cycle. Either the
21 evaluator or the unit member may withdraw consent at any time.

22 4. Material to be Reviewed by the Unit Member

23 Teacher evaluatees should review their job descriptions, District competency statements,
24 course objectives, departmental or grade level objectives, and any other agreed upon objectives.
25 Non-classroom evaluatees should review any site, departmental, and divisional goals and
26 objectives, as well as review primary responsibilities contained within job descriptions. These

1 materials will be provided by the Evaluator upon request of the unit member when not
2 immediately available.

3 5. Evaluation

4 a. Developing Objectives

5 Educational objectives will be reflected on the Observation Form (*See Exhibit*
6 *F*) or the Checklist Observation/Summary Evaluation Form (*See Exhibits K*
7 *and L*). The objectives on the Observation Form will include references to
8 the following:

- 9 1. Standard 1: Engaging and Supporting All Students in Learning
- 10 2. Standard 2: Creating and Maintaining Effective Environments for
11 Student Learning
- 12 3. Standard 3: Understanding and Organizing Subject Matter for Student
13 Learning
- 14 4. Standard 4: Planning Instruction and Designing Learning Experiences
15 for All Students
- 16 5. Standard 5: Assessing Students for Learning
- 17 6. Standard 6: Developing as a Professional Educator

18 b. Selection of Elements

19 Elements of the evaluation will be stated on the Observation Form (*See*
20 *Exhibit F*) and Checklist Observation/Summary Evaluation Forms (*See*
21 *Exhibits K and L*) and do not need to be otherwise selected.

22 c. Pre-Observation Conference

- 23 1. Non-permanent unit members and permanent unit members who have
24 received Less than Effective on the Composite rating of the previous
25 Summary Evaluation shall have a pre-observation conference before
26 each of two formal observations.

- 1 2. Unit members who are required to have pre-observation conferences
- 2 shall be given the Pre-Observation Form (*See Exhibits E or J*) at least
- 3 five (5) days prior to the pre-observation conference.
- 4 3. Unit members shall present the completed Pre-Observation Conference
- 5 Form (*See Exhibits E or J*) to the primary evaluator at the pre-
- 6 observation conference.
- 7 4. The evaluator and the unit member will discuss and review the questions
- 8 on the Pre-Observation Conference Form (*See Exhibits E or J*) to clarify
- 9 the content, direction and intent of the lesson to be observed.

10 d. Formal Observation

- 11 1. Classroom observations shall be a minimum of thirty (30) minutes. A
- 12 minimum of two (2) formal observations shall be conducted during the
- 13 unit member's instructional year. Non-permanent unit members shall
- 14 be observed before winter break. Whenever possible, the evaluator will
- 15 schedule two formal observations with the unit member. Formal
- 16 observations shall be recorded on the Observation Form (*See Exhibits*
- 17 *F or K*).
- 18 2. The evaluator shall complete the Observation Form (*See Exhibits F or*
- 19 *K*). Areas observed by the evaluator shall be rated. If an area is not
- 20 applicable or is not relevant to the lesson "Not Relevant" is checked.
- 21 Appropriate comments may be added by the evaluator prior to the post-
- 22 observation conference.

23 e. Post-Observation Conference

24 Within five (5) days of the observation, a copy of the observation form will be

25 furnished to the unit member. This conference may be informal for a

26 permanent unit member who has received an Effective rating on the previous

27 Summary Evaluation Report, with mutual agreement between the evaluator

1 and the unit member, if there are no observed weaknesses in the unit member's
2 job performance.

3 f. At this conference, the evaluator shall document any observed strengths or
4 weaknesses in the unit member's job performance. Methods and strategies to
5 improve significant weaknesses shall be discussed by both parties and a written
6 summary of this discussion shall be provided to the unit member within five
7 (5) days.

8 g. It is mutually understood by the District and the Association that the evaluator
9 might not observe all areas of objectives on the checklist in one observation.

10 h. Final Evaluation Conference

11 The primary evaluator shall hold a conference with the unit member and give
12 the evaluatee a copy of the Summary Evaluation Form (*See Exhibits F or L*)
13 no less than thirty (30) teacher work days prior to the end of the unit member's
14 instructional year.

15 6. Prohibited Use of Certain Norms

16 The evaluation and assessment of a unit member's competence pursuant to
17 Education Code Section 44662 shall not include the use of publisher's norms
18 established by standardized tests.

19 7. Summary Evaluation Report

20 a. A written Summary Evaluation Report of each unit member shall rate the unit
21 member as specified on the Summary Evaluation Form. Written comments
22 should be made for outstanding performance and for documenting other
23 noteworthy comments.

24 b. The unit member shall have the right to initiate a written reaction or response
25 to the evaluation. Such response shall become a permanent attachment to the
26 unit member's personnel file.

- 1 c. The evaluation form shall be signed, but such signature by the unit member
2 does not constitute agreement with the judgment of the evaluator, nor does
3 such signature of the unit member constitute agreement that procedures were
4 properly applied.
- 5 d. Information of a derogatory nature obtained prior to the employment of the
6 unit member shall not be used in the evaluation process.
- 7 e. All evaluation procedures shall conform to the provisions of this Agreement.
8 These procedures and their applications only shall be subject to the grievance
9 procedure.

10 8. Form Changes

11 The District and Association will mutually agree upon any change to forms used in the
12 evaluation of unit members.

13 9. Additional Observations

14 A unit member is entitled to an additional classroom observation and/or conference upon
15 request. Other observations or conferences may be scheduled upon mutual agreement.

16 10. Improvement Plan

- 17 a. The purpose of an Improvement Plan is to provide an opportunity for a unit
18 member to gain assistance to work toward improving weaknesses observed
19 during the prior year's evaluation.
- 20 b. In the event a unit member is not performing duties in an effective manner as
21 evidenced by the Summary Evaluation Report, the primary evaluator shall
22 notify the unit member in writing of such fact at the Summary Evaluation
23 Conference, describe such unsatisfactory performance, and inform the unit
24 member of the need for an Improvement Plan.
- 25 c. The primary evaluator shall confer at the Summary Evaluation Conference
26 with the unit member and develop an improvement plan that makes specific
27 recommendations as to areas of improvement in the employee's performance

1 and the means and methods by which this improvement may occur. These
2 means and methods may include but are not limited to: workshops, classes,
3 observations of or by other unit members, Induction, and/or PAR.
4 Improvement strategies will be recorded on the Improvement Plan Form (*See*
5 *Exhibit H*). The primary evaluator shall institute the Improvement Plan at
6 the start of the unit member's next instructional year.

- 7 d. As assistance is rendered, conferences shall be held as necessary between the
8 primary evaluator and the unit member to assist the unit member in further
9 correcting those deficiencies previously noted, and to determine the extent of
10 such improvement. Either party may initiate such conferences. A reasonable
11 amount of time must be permitted for suggested improvement to occur. The
12 improvement activities shall be documented on the Improvement Plan, Log
13 of Activities (*See Exhibit I*).

14 Forms

15 **Exhibit E:** Pre-Observation Conference Form

16 **Exhibit F:** Certificated Personnel Evaluation Form

17 **Exhibit G:** California Standards for the Teaching Profession

18 **Exhibits H & I:** Improvement Plan and Log of Activities

19 **Exhibit J:** Certificated Non-Classroom Checklist Pre-Observation Conference Form

20 **Exhibit K:** Certificated Non-Classroom Checklist Observation Form

21 **Exhibit L:** Certificated Non-Classroom Summary Evaluation Form

22
23 **ARTICLE XX - DUE PROCESS FOR DISCIPLINE**

24 1. This Article provides due process for disciplinary actions outlined below. It does
25 not affect other personnel actions (e.g. evaluation, teacher termination) which may be governed
26 by the Education Code or other statutes nor shall it apply to the non-reelection/retention of
27 probationary unit members.

1 2. Disciplinary action under this Article shall not exceed suspension without pay for
2 ten (10) days.

3 3. The disciplinary action must be based upon just cause and according to the principles
4 of progressive discipline. The steps listed below shall be followed in the progressive discipline
5 process. However, steps may be skipped if the severity or nature of the offense justifies.

6 a. Oral warning

7 Oral warnings shall be the first step in all discipline procedures (except as noted
8 above). No written record shall be placed in the unit member's District Office
9 personnel file.

10 b. Written warning

11 Written warnings shall not be used under this article unless the unit member
12 has been orally warned within the last twelve (12) months. Written warnings
13 shall not be placed in the unit member's District Office personnel file.

14 c. Written reprimand

15 Written reprimands shall not be used under this article unless the unit member
16 has received a written warning within the last twenty-four (24) months. The
17 unit member shall sign the reprimand to acknowledge receipt and a copy may
18 be placed in the unit member's District Office personnel file. The unit member
19 may attach a rebuttal to the written reprimand at any time.

20 d. Suspension without pay

21 Suspension without pay shall not be used under this article unless the unit
22 member has received written reprimand within the last thirty-six (36) months.
23 No unit member shall be suspended more than ten (10) days during the school
24 year. In all instances, however, the length of the suspension shall relate to the
25 severity of the action and suspension history of the unit member. Notice of
26 suspension shall be made in writing and served in person or by certified mail
27 upon the unit member by the Superintendent.

1 4. Any proposed suspension of a bargaining unit member shall be preceded by written
2 notice of the right to appeal said action by filing a grievance. However, such grievance shall be
3 filed within ten (10) days of the date that the unit member was served with notice of the
4 suspension. The grievance shall be filed with the Office of the Director of Certificated Personnel
5 or designee.

6 5. There shall be no loss of pay to a unit member until after the completion of the
7 grievance process if the action is challenged.

8 6. Except for determining whether there is just cause for suspensions, this Article shall
9 be subject to grievance based on procedural violations only. However, a unit member may grieve
10 whether a written reprimand is supported by just cause to the Superintendent or designee.

11 7. Nothing in this Article shall prevent the District from using evidence of disciplinary
12 offenses more than thirty-six (36) months old to the full extent permitted by law in teacher
13 termination proceedings under the Education Code.

14
15 **ARTICLE XXI - PERSONNEL FILES**

16 1. Personnel File Material Copies Given and Opportunity for Response

17 The unit member shall be given a copy of any materials to be placed in his/her personnel
18 file. The unit member shall be given an opportunity to prepare written comment on any
19 evaluation, or any other writing, before it is placed in his/her personnel file. Those comments
20 will be attached to the materials placed in the personnel file. The unit member shall be released
21 from duty without salary reduction for the purpose of review and comment on derogatory
22 materials to be placed in the personnel file.

23 2. Personnel File Inspection

24 Every unit member shall have the right to inspect materials in the personnel file upon
25 request, in the presence of a designated representative of the Deputy Superintendent of Personnel,
26 provided that the inspection is made at a time when such person is free from required student

1 contacts or conferences with parents and administrators. A unit member may be accompanied by
2 a representative of the Association.

3 3. Site of Personnel File

4 The District shall maintain the unit member's personnel file at the District Office.

5 4. Contents Held in Confidence

6 The contents of all personnel files shall be kept in confidence. The District shall keep a
7 log indicating the persons, except the Superintendent and the Personnel Office staff, who have
8 requested to examine a personnel file, as well as the dates such requests were made. Such log will
9 be available for examination by the unit member or his authorized Association representative(s).
10 Derogatory material over four (4) years old will be sealed in the personnel files at the request of
11 the unit member and may be used only for purposes of rebuttal in a disciplinary action.

12 5. Use of Material

13 Material not in the District personnel file may not be used against a unit member unless
14 the unit member has been made aware of said material. This shall not preclude suspension of a
15 unit member for disciplinary reasons required by statute.

16 6. Non-Job Related Charges and Complaints

17 Charges and complaints shall not be included in a unit member's personnel file unless they
18 relate to a unit member's performance on the job and/or relate to offenses enumerated in
19 Education Code Sections 44932 and 44933. Any material placed in the file which has been proven
20 false by the final authority, (Superintendent, Governing Board, or court of law) shall be removed,
21 destroyed, or sealed as required by law.

22 7. Public Charges

- 23 a. Unless an official law enforcement investigation is being conducted, a unit
24 member shall be immediately informed of any public charge made against
25 him/her. At the conclusion of said investigation, the unit member shall be
26 immediately notified of the public charges and/or disposition of the
27 investigation.

- 1 b. No action shall be taken by the District against a unit member unless there is
2 a preponderance of evidence to substantiate the charge or such action is
3 required by law.
- 4 c. Public charges relating to a unit member shall not be used in the evaluation
5 procedure unless the charge(s) have been substantiated by the District.
- 6 d. The unit member against whom a complaint is made in writing may respond
7 to the complaint and have said response attached to the written complaint.

8

9 **ARTICLE XXII - PROFESSIONAL DUES AND PAYROLL DEDUCTION**

10 1. Association Membership Dues

11 Any member of the Association or any unit member who has applied for membership
12 may sign and deliver to the Association an authorization for deduction of unified membership
13 dues, initiation fees and general assessment in the Association. Association certifies that it has and
14 will maintain individual employee authorizations regarding union membership as required by
15 Education Code section 45060. Pursuant to, written notification by the Association, the District
16 shall deduct such dues from the regular salary check of the unit member each month as paid.
17 Deductions for unit members who sign such authorization after the commencement of the school
18 year shall be appropriately prorated to complete payments by the end of the school year. The
19 District shall rely on information from the Association regarding, whether deductions for an
20 employee were properly cancelled or changed and the Association shall indemnify the District for
21 any claims made by the employee for deductions made in reliance on that information, as set forth
22 below. The District shall refer all employee questions about membership dues to the Association
23 representative. Association agrees to furnish any information needed by the District to fulfill the
24 provisions of this Article.

25 2. Hold Harmless

26 Association shall indemnify, defend, and hold harmless the District, its Superintendent,
27 Board of Trustees, and employees, agents, and representatives of the District against any and all

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

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

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

22
23 ARTICLE XXIII - LEAVES

24 1. General Terms Governing Leaves

- 25 a. The unit member exercising a leave of absence shall notify the District
26 answering service as soon as known but, short of an emergency or sudden
27 illness, not later than one hundred twenty (120) minutes prior to the beginning

1 of the instructional day to allow the District to secure substitute services. The
2 notification described herein shall also include an estimate of the expected
3 duration of the absence.

4 b. Substitute services will not be retained for the following day(s) unless the unit
5 member notifies his/her site secretary one (1) hour prior to the end of the unit
6 member's normal instructional day.

7 c. A unit member becoming aware of the need for absence due to surgery, illness
8 due to maternity, or other predictable or previously scheduled cause shall
9 notify his/her administrator as soon as possible. The District may request a
10 physician's statement for the cause of disability.

11 d. The unit member shall provide, upon District request, additional verification
12 of the use of these leave provisions if there is reasonable suspicion of abuse.
13 For consecutive absence of five (5) days or more, a unit member must submit
14 to the Personnel Department a physician's statement verifying the unit
15 member was unable to work during that time. If the unit member's physician
16 continues to take him/her off work, the physician's statement should give an
17 estimated date of return. If the unit member is able to return, the physician's
18 statement must indicate the date of return and if he/she can return without
19 restrictions. Original copies of the doctor's statement must be returned to the
20 Personnel Department or faxed directly from the unit member's doctor's
21 office.

22 e. A unit member who has experienced a disability absence requiring surgery,
23 hospitalization, or extended medical treatment shall be required to submit,
24 prior to return to service, a medical statement indicating an ability to return to
25 his/her position classification without restrictions or detriment to the unit
26 member's physical and emotional well-being.

- 1 f. Unit members on paid leaves of absence (whether partial or full pay) shall
2 continue their entitlement to District-paid premiums for fringe benefits.
- 3 g. Unit members on unpaid leaves of absence may continue their fringe benefit
4 coverage by prepaying any required premiums to the District.
- 5 h. A unit member on paid leave of absence shall not engage in any form of
6 compensated outside employment which is additional to that in which he/she
7 was engaged concurrently with his/her service to the District.
- 8 i. As used in this Article "immediate family" means the mother, father,
9 stepmother, stepfather, stepchildren, grandmother, grandfather, or a
10 grandchild of the unit member or of the spouse of the unit member, and the
11 spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the
12 unit member, or any relative living in the immediate household of the unit
13 member.

14 2. Sick Leave

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

1 e. Leave taken under this Section shall run concurrently with State and Federal
2 Family Care and Medical Leave.

3 3. Personal Leave

4 Unit members are entitled to use eight (8) days of accumulated sick leave for personal
5 leave. Personal leave may not be used for any of the following reasons: recreation, gainful
6 employment, Association activities or work stoppage or for additional income. Prior approval for
7 the use of personal leave is not required. The District may require evidence supporting the use of
8 personal leave if there is just cause to suspect that such is being misused.

9 4. Religious Leave

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

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

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

21 5. Differential Pay

- 22 a. Upon exhaustion of all accumulated sick leave credit, a unit member who
23 continues to be absent for approved sick leave shall be paid the difference
24 between the unit member's daily rate of pay and the established substitute daily
25 rate of pay. In no case shall the unit member receive less than fifty (50%) of
26 his/her daily rate of pay.

- 1 b. When sick leave is exhausted and differential pay is being utilized, the unit
2 member shall submit a physician's statement for each absence. Upon return
3 to service, the unit member shall complete the District absence report form
4 with the physician's statement attached. In the absence of such statement,
5 daily-rate dockage shall be charged. However, a unit member who has been
6 on an approved extended disability leave and has submitted appropriate
7 verification will be allowed no more than two (2) consecutive days of
8 differential pay without a physician's verification.
- 9 c. A unit member must first utilize all accumulated sick leave credit, and the days
10 of differential pay shall not exceed 100 days in any one (1) year. The 100 days
11 begins with the first day of absence following exhaustion of all accumulated
12 sick leave credit, subject to carryover differential as provided for under
13 Education Code.
- 14 d. Upon exhaustion of regular and differential paid leaves, probationary unit
15 members shall be placed on a 24-month reemployment list. Permanent unit
16 members who have exhausted the above leaves shall be placed on a
17 39-month reemployment list.
- 18 e. Leave taken under this Section shall run concurrently with State and Federal
19 Family Care and Medical Leave.

20 6. Industrial Accident and Illness Leave

- 21 a. Industrial accident and illness leave shall be granted for illness or injury
22 incurred within the course and scope of a unit member's assigned duties as
23 determined by the Workers' Compensation Appeals Board.
- 24 b. A unit member who has sustained a job-related injury shall report the injury
25 on the District accident report form within twenty-four (24) hours, whenever
26 possible, to the immediate supervisor. A unit member shall report any illness
27 on the District form to the immediate supervisor within twenty-four (24)

1 hours, whenever possible, of the knowledge that the illness is an alleged
2 industrial illness.

3 c. Allowable leave shall be for not more than sixty (60) days during which the
4 schools of the District are required to be in session or when the unit member
5 would otherwise have been performing work for the District in any one (1)
6 fiscal year for the same illness or accident.

7 1. Allowable leave shall not be accumulated from year to year.

8 2. Industrial accident or illness leave shall commence on the first day of
9 absence.

10 3. Industrial accident or illness leave shall be reduced by one (1) day for
11 each day of authorized absence regardless of a temporary disability
12 indemnity award.

13 4. When an industrial accident or illness leave overlaps into the next fiscal
14 year, the unit member shall be entitled to only the amount of unused
15 leave due for the same illness or injury.

16 5. Any unit member receiving benefits as a result of this Section shall,
17 during periods of injury or illness, remain within the State of California
18 unless the District authorizes travel outside the State.

19 6. During any industrial paid leave of absence, the unit member shall
20 receive temporary disability indemnity checks. The District, in turn, shall
21 issue the unit member's appropriate salary warrants for payment of the
22 unit member's salary and shall deduct normal retirement, other
23 authorized contributions, and the temporary disability indemnity, if any,
24 actually paid to and retained by the unit member for periods covered by
25 such salary warrants. Upon conclusion of this industrial paid leave, a
26 unit member may utilize any available sick leave benefits providing that
27 any sick leave utilization, when combined with any temporary disability

1 indemnity, shall not exceed one hundred percent (100%) of the unit
2 member's normal compensation.

3 d. A unit member shall be permitted to return to service after an industrial
4 accident or illness only upon the presentation of a release from the authorized
5 workers' compensation physician certifying the unit member's ability to return
6 to his/her position classification without restrictions or detriment to the unit
7 member's physical and emotional well-being.

8 e. Leave taken under this Section shall run concurrently with State and Federal
9 Family Care and Medical Leave.

10 7. Family Care and Medical Leave

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

14 8. Special Purpose Leave

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

20 9. Paternity and Adoption Leave

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

23 a. During each school year, when a person employed in a position requiring
24 certification qualifications has exhausted all available sick leave, including all
25 accumulated sick leave, and continues to be absent from his or her duties on
26 account of maternity or paternity leave pursuant to Section 12945.2 of the
27 Government Code for a period of up to 12 school weeks, whether or not the

1 absence arises out of or in the course of the employment of the employee,
2 the amount deducted from the salary due him or her for any of the additional
3 12 weeks in which the absence occurs shall not exceed the sum that is
4 actually paid a substitute employee employed to fill his or her position during
5 his or her absence or, if no substitute employee was employed, the amount
6 that would have been paid to the substitute had he or she been employed.
7 The school district shall make every reasonable effort to secure the services
8 of a substitute employee.

9 b. For purposes of subdivision (a):

- 10 1. The 12-week period shall be reduced by any period of sick leave,
11 including accumulated sick leave, taken during a period of maternity or
12 paternity leave pursuant Section 12945.2 of the Government Code.
- 13 2. An employee shall not be provided more than one 12-week period per
14 maternity or paternity leave. However, if a school year terminates
15 before the 12-week period is exhausted, the employee may take the
16 balance of the 12-week period in the subsequent school year.
- 17 3. An employee on maternity or paternity leave pursuant to Section
18 12945.2 of the Government Code shall not be denied access to
19 differential pay while on that leave.

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

23 d. For purposes of this section, “maternity or paternity leave” means leave for
24 reason of the birth of a child of the employee, or the placement of a child
25 with an employee in connection with the adoption or foster care of the child
26 by the employee.

27 10. Bereavement Leave

- 1 a. Paid bereavement leave shall be granted for the death of a member of the
2 immediate family.
3 b. A unit member shall be granted up to three (3) days for bereavement purposes.
4 If travel beyond 250 miles is required, two (2) additional days shall be allowed.
5 Additional days of absence beyond those described herein may be provided
6 under the terms of the personal leave provisions.

7 11. Judicial and Official Appearance Leave

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

1 minimum substitute daily compensation rate for each day of service during
2 those non-contracted days. The unit member must provide supporting
3 documentation within thirty (30) days to receive compensation for these days.
4 The unit member must provide a copy of the Request to Postpone and Proof
5 of Service to receive compensation for these days.

6 12. Legislative Leave

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

19 13. Imminent Death Leave

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

25 14. Association Leave

26 Leave time shall be granted official Association representatives to attend important
27 Association business which cannot be conducted during off-duty hours. The Association shall

1 reimburse the District within thirty (30) days of being billed the actual substitute cost for the days
2 used. The Association President or his/her designee shall normally notify the Personnel Office
3 in writing five (5) days before the leave is taken.

4 15. Other Leaves

- 5 a. A unit member may be granted an unpaid leave of absence for reasons not
6 enumerated elsewhere in this Agreement.
- 7 b. A unit member seeking an approved leave of absence shall submit a request,
8 including the reasons and any supporting information relating thereto, and the
9 duration of the requested leave.
- 10 c. For absences of five (5) days or less, the unit member shall submit the request
11 described herein to the Superintendent to be considered for approval not less
12 than five (5) days prior to the beginning of the leave.
- 13 d. For absences in excess of five (5) days, including the balance of the school
14 semester/year or full semester/year, the unit member shall submit the request
15 described herein to the Superintendent for recommendation and presentation
16 to the Governing Board to be considered for approval. A unit member
17 requesting such an extended leave of absence shall submit the request in
18 sufficient time for the Superintendent's consideration and presentation to the
19 Governing Board.
- 20 e. If the leave of absence was granted for personal health reasons, the unit
21 member shall be required to submit, prior to return to active duty, a medical
22 statement indicating an ability to assume assigned duties without restrictions
23 or detriment to the member's physical or emotional well-being.
- 24 f. Leave taken under this Section shall run concurrently with State and Federal
25 Family Care and Medical Leave.
- 26
- 27

ARTICLE XXIV - CATASTROPHIC LEAVE BANK

1 1. Purpose

2 The District has determined that a Catastrophic Leave Program shall be developed for the
3 benefit of permanent unit members of the Manteca Unified School District, inclusive of PreK-
4 12+ and Adult Education Teachers. Permanent unit members from both bargaining groups
5 (Adult Education and PreK-12) will be able to contribute to the catastrophic leave bank.

6 Permanent certificated unit members will be permitted to donate eligible leave to other
7 permanent unit members of the District who have exhausted all leave entitlements. If a unit
8 member or a member of the unit member's family suffers from a catastrophic illness or injury, the
9 unit member may request eligible leave from the program.

10 The Catastrophic Leave Program shall be administered by the Catastrophic Leave
11 Committee. The committee shall be composed of representatives of the Manteca Educators'
12 Association and District administration.

13 The Catastrophic Leave Program shall be in accordance with Education Code Section
14 44043.5.

15 2. Indemnification of District

16 Eligible unit members who donate or receive eligible leave under the Catastrophic Leave
17 Program shall specifically hold the District, its Board of Education members, officers, trustees,
18 employees, and the program's committee members harmless with respect to the Catastrophic
19 Leave Program. The District's Board of Education members, officers, trustees, employees, and
20 the program's committee members shall not be responsible in any way nor held liable for the
21 following actions, including but not limited to the development and administration of the
22 Catastrophic Leave Program.

23 The Catastrophic Leave Committee shall administer the Catastrophic Leave Program. The
24 committee will be composed of representatives from the Manteca Educators' Association and
25 District administration. Association representatives will serve two (2) year terms and may be
26 reappointed by the organization.

27 3. Definitions

1 For purposes of administering the Catastrophic Leave Program, the following definitions
2 shall apply:

- 3 a. Permanent Unit Member: A permanent unit member is a certificated unit
4 member who has served the required probationary period and achieved
5 permanent status.
- 6 b. Eligible Leave: Eligible leave is earned sick leave accrued to the donating unit
7 members.
- 8 c. Catastrophic Illness or Injury: As defined by Education Code Section
9 44043.5(a)(1) "catastrophic illness" or "injury" means an illness or injury that
10 is expected to incapacitate the unit member for an extended period of time, or
11 that incapacitates a member of the unit member's family which incapacity
12 requires the unit member to take time off from work for an extended period
13 of time for that family member, and taking extended time off work creates a
14 financial hardship for the unit member because he or she has exhausted all of
15 his or her sick leave and other time off.
- 16 d. Family Member: For purposes of this policy, a family member is defined as a
17 spouse, child or step-child, legally adopted child, mother or father, step-mother
18 or step-father, or any relative living in the home of the unit member for whom
19 the unit member has sole responsibility. The committee will give consideration
20 to special circumstances.
- 21 e. Maximum Usage: The maximum amount of time for which donated leave
22 credits may be used will not exceed a period of 12 consecutive months.
- 23 f. Maximum Donation: A maximum donation shall be no more than five (5)
24 days. Sick leave may not be transferred by any unit member who, following
25 transfer of the designated sick leave, will have less than fifteen (15) days of
26 accumulated sick leave.

1 g. Minimum Donation: The initial minimum donation is the equivalent of one
2 day of earned sick leave for a full-time unit member. A minimum donation is
3 required in order to be eligible to draw from the Program, and the donation
4 must be made prior to the onset of the catastrophic illness or injury.

5 h. Exhaustion of Leave Entitlement: The unit member has exhausted all paid
6 leave entitlement when all accrued paid leave, including sick leave differential,
7 has been used.

8 4. Procedure

9 The permanent unit member who is, or whose family member is, suffering from a
10 catastrophic illness or injury shall submit a written request for leave donation to the Catastrophic
11 Leave Committee. The unit member must have exhausted all entitlement to paid leave in order
12 to be eligible for leave donations. Verification of the nature of the illness/disability, anticipated
13 length of absence, and prognosis for recovery must be provided by a medical doctor. Reasons
14 requiring the presence of the unit member to care for a family member may be required. Further
15 information such as information of financial hardship may be requested by the Committee.

16 Final determination of whether to grant the catastrophic leave will be made by a majority
17 vote of the Catastrophic Leave Committee. Consideration will be given to whether the
18 incapacitated unit member has a permanent disability.

19 Leave requests will be evaluated monthly. Pay will not be granted for any day the unit
20 member is not formally scheduled to work. A unit member who received paid leave pursuant to
21 this policy shall use any leave that he or she continues to accrue on a monthly basis prior to
22 receiving paid leave donated by other unit members.

23 A statement regarding the availability of the Catastrophic Leave Program will be added to
24 the annual statement of leave balances provided to all unit members as well as information on the
25 minimum donation required to participate in the Program.

26 The maximum time that can be donated for the provision per unit member will be that
27 unit member's work year. Donations beyond that unit member's work year will not be accepted.

1 Contributions under this section shall not cause a unit member's differential leave
2 provision to begin again.

3
4 **ARTICLE XXV - JOB SHARING**

5 1. Agreement

6 A unit member may share a full-time position with another unit member, or a qualified
7 job share partner on terms agreed to in writing by the principal and unit members involved,
8 provided such terms have been approved by the District. Application for a job share shall be
9 presented to the principal at the job share site by December 31 of each school year and must be
10 renewed annually. To qualify for requesting a job share:

- 11 a. Employees must be tenured and have received a composite satisfactory
12 evaluation on their final evaluation.
- 13 b. Former District employees desiring to return to work for the District in a job
14 share position must have been a tenured employee at the time he or she left
15 the District, must be returning to work for the District within five years, and
16 must have received a satisfactory evaluation on his or her final evaluation with
17 the District. Unless the employee is returning to work for the District within
18 39-months of his or her voluntary resignation, the employee returning to work
19 will be a probationary employee.
- 20 c. The affected teachers shall decide between themselves which of them shall
21 have the right to retain the shared teaching position if the job share is
22 terminated. The remaining teacher shall be reassigned or transferred in
23 accordance with the transfer/reassignment procedures set forth in this
24 contract.

25 2. New Job Shares (Effective 2006-2007 School Year)

26 Effective with the 2006-2007 school year, the following procedures will apply to all new
27 job shares.

- 1 a. Individuals requesting job shares must participate in a 50/50 job share. Job
2 shares from the 2005-2006 school year may continue at the current percentage
3 until the job share is terminated.
- 4 b. During the first year of the job share, each individual in the job share must
5 request a leave of absence for the portion of the job share for which they are
6 not employed.
- 7 c. During the second year of the job share, each individual in the job share must
8 resign the portion of the job share for which they are not employed.

9 3. Meetings

10 Unit members who are not scheduled to work on days when staff meeting days are
11 scheduled are not required to attend but are fully responsible for obtaining materials from their
12 job share partner and complying with the directives that are presented at these meetings. If the
13 site administrator requests the unit member to attend on a nonscheduled day, the unit member
14 will be compensated at the unit member's per diem rate of pay. Both unit members are required
15 to attend full day mandatory inservice days.

16 4. Unit Member-Requested Termination of Job Sharing

- 17 a. Unit members wishing to terminate a job share after one (1) year of
18 participation in the program shall be entitled to return to a teaching position
19 in the subsequent school year at the percentage of the full time contract they
20 held when entering the job share. The transfer/reassignment shall be done
21 through the District transfer/reassignment process. Unit members with less
22 than full time status may compete for full time positions with the District by
23 applying for vacant positions.
- 24 b. Unit members wishing to terminate a job share after two (2) or more years of
25 participation in the program shall be entitled to the percentage of the full time
26 position they held in the final year of the job share. The transfer/reassignment
27 shall be done through the District transfer/reassignment process. Unit

1 members may compete for full time positions with the District by applying for
2 vacant positions.

3 5. District-Requested Termination of Job Sharing

4 The District may terminate a particular job sharing arrangement on its own initiative. At
5 that time, those sharing the job shall be reassigned in accordance with the provisions of Section 5
6 of this article.

7
8 **ARTICLE XXVI - REDUCED WORKLOAD PROGRAM WITH FULL RETIREMENT**
9 **CREDIT**

10 The responsibility for eligibility determination and approval for participation rests with the
11 District and is granted only under special circumstances.

12 1. Participation

13 As dictated by District needs for part-time employees, qualified unit members may be
14 allowed to participate in the Reduced Workload Program.

15 2. Eligibility

16 To be eligible, the unit member must:

- 17 a. Have reached the age of fifty-five (55) prior to the reduction in workload.
18 b. Have been employed in a full-time position requiring certification for at least
19 ten (10) years, of which the immediately preceding five (5) years were full-time
20 employment, as accepted by the State Teachers' Retirement System.
21 c. In pre-kindergarten through grade twelve (12) not hold a position with a salary
22 above that of a school principal in the District.
23 d. Be less than seventy (70) years of age on June 30 preceding the school year in
24 which he/she wishes to participate.

25 3. Participation Requirements

- 26 a. The minimum part-time employment shall be equivalent of one-half (1/2) of
27 the number of days of service required by the contract of employment during

1 the last year served in a full-time certificated position. The unit member, with
2 District approval, may work half time for the complete year or full time for a
3 half year.

4 b. The unit member shall be paid a salary that is the pro rata share of the salary
5 that would have been earned had he/she not elected to enter the Reduced
6 Workload Program. The salary received must not be less than one-half (1/2)
7 of the salary the unit member would have earned if employed on a full-time
8 basis.

9 c. Both the unit member and the District shall contribute to the State Teachers'
10 Retirement System in accordance with the Education Code.

11 d. A unit member shall not participate in this plan for more than five (5) years or
12 beyond the year in which the seventieth (70th) birthday falls, whichever comes
13 first.

14 4. Makeup of Leave Time

15 In the event the unit member working on a fifty percent (50%) contract is required to take
16 unanticipated leave for bereavement, illness, or other leave approved by the District but for which
17 the unit member is docked, he/she shall have the opportunity to makeup said day(s) of absences.
18 However, days which are made up must be in the same school year in which the absence(s) occur.
19 All "makeup" days shall be assigned by the Superintendent to fulfill District needs.

20 5. Entitlement to Benefits, Etc.

21 a. During the period of participation, the unit member shall be entitled to all
22 other rights and benefits for which payments are made that would be required
23 if employed full time, including health benefits as provided in Section 53201
24 of the Government Code.

25 b. The unit member participating in the Reduced Workload Program shall receive
26 a full year of service credit and of the retirement allowance, as well as any other

1 benefits based upon the salary that would have been received if employed on
2 a full-time basis.

- 3 c. The unit member failing to meet any of the requirements enumerated in this
4 Article will receive only that service credit based on the ratio of earnings to the
5 earnable salary and will not receive the service credit that would have been
6 received if employed on a full-time basis.

7 6. Continuing Part-Time Status

8 Unit members selected for participation in the Reduced Workload Program shall remain
9 part-time employees for the duration of their employment in the District unless there is mutual
10 agreement between the District and the unit member that he/she is to be reassigned to full-time
11 employment.

12
13 **ARTICLE XXVII - EARLY RETIREMENT BENEFITS**

14 1. Benefit Conditions (hired prior to January 1, 1998)

15 The District agrees to pay health benefit premiums, except where specifically prohibited
16 by group policy, for unit members who retire prior to the age of sixty-five (65) subject to the
17 following conditions:

- 18 a. The plan shall become effective on July 1, 1994 and shall not be retroactive to
19 include former unit members who are presently retired.
- 20 b. The unit member has been a full-time (100%) employee of the District for a
21 period of not less than fifteen (15) years.
- 22 c. Unit members on Disability Retirement are not eligible unless a resignation
23 has been rendered and accepted by the District and the unit member has
24 reached the age of fifty-five (55).
- 25 d. The unit member must have reached the age of fifty-five (55).

1 e. The District payment of premiums for unit members retiring under this Article
2 shall not exceed the maximum amount paid for currently employed unit
3 members.

4 2. Benefits Provided

5 When the conditions of Section 1 above are met, benefits will be earned according to the
6 following schedule:

7 a. The full-time (100%) unit member shall receive one (1) month of paid benefit
8 premium after the age of sixty-five (65) for each month he/she retires prior to
9 the age of sixty-five (65). The unit member shall also have health benefit
10 premiums paid from the point of early retirement to the age of sixty-five (65).

11 b. In addition to the above, the unit member shall receive one (1) full calendar
12 month of paid benefit premiums for each five (5) full days of accumulated sick
13 leave existing at the time of early retirement.

14 c. The above premium payments shall be subject to the limitation set forth
15 in 1 (e).

16 3. Termination of Benefits

17 Payment of benefits shall terminate upon:

18 a. The death of the unit member.

19 b. The completion of the early retirement benefits stated in Subsections a and b
20 of Section 2 above, or

21 c. Whenever a group policy specifically prohibits the extension of any benefit
22 into retirement.

23 4. Unit Members Retiring Under Previous Agreements

24 This article shall not affect the rights of retirees receiving early retirement benefits under
25 previous agreements between the parties.

26 5. Benefit Conditions (hired January 1, 1998, or after)

- a. Must be full-time (100%) employee of the District for a period of not less than fifteen (15) years.
- b. The unit member must have reached the age of fifty-five (55), not have reached the age of sixty-five (65).
- c. The District payment of premium shall not exceed eighty percent (80%) of the maximum amount paid for currently employed certificated unit members.
- d. Premium shall be for unit member only, not for dependent coverage.
- e. The unit member shall receive one month of paid benefit in accordance with Item c above for each month he/she retires prior to age sixty -five (65).
- f. The unit member shall receive one month of paid benefit in accordance with Item c above for every ten (10) days of accumulated sick leave at the time of retirement.
- g. Total District-paid post retirement benefit cannot extend beyond age 65, except as noted in Item f above, but cannot exceed 120 months (when combining Item e plus Item f).

6. Description of Benefits for Retirees Receiving Early Retirement Benefits

All retirees, regardless of hire date, may enroll in one of the health and welfare benefit plans offered by the District to currently employed bargaining unit members. Should the District's insurance carrier offer a health and welfare package for retirees only, the retiree has the option to choose the plan available to retirees. Regardless of the health and welfare plan chosen by the retiree, the District's contribution toward the retiree's health and welfare benefits will not exceed the maximum amount paid to currently employed unit members.

ARTICLE XXVIII – HIRING INCENTIVE PROGRAM

A Certificated Nursing incentive program will be created to allow qualified School Nurses to apply for a loan up to \$10,000 that will be applied to the cost of clearing their California School Nurses Credential.

1 1. Repayment of the loan will be in the form of employment with MUSD for a
2 minimum of five year period.

3 2. If the employee leaves the district prior to completing the five (5) year commitment
4 they would pay back the loan on a proration percentage as determined by the contract entered
5 into by the employee with the District, effective July 1, 2017.

6 3. The employee may submit a request for discharge of the debt in circumstances
7 involving a permanent disability.

8 4. An employee's estate may submit and receive a request for discharge of the debt in
9 circumstances involving the participant's death.

10
11 **ARTICLE XXIX – WAIVERS**

12 For variations to the Master Agreement, desired by an individual school site, the following
13 process shall be utilized:

14 a. The principal or designee of involved site, along with a minimum of three (3)
15 unit members from each site shall devise the plan to be implemented. Waivers
16 shall be created with Principal and teacher committee with electronic
17 submission of waivers to Senior Director and MEA by January 31st.

18 b. A copy of the waiver plan shall be approved by the District and MEA prior to
19 the secret-ballot vote for each site. Waivers shall be submitted to MEA for
20 final approval by February 14th. Waivers shall be submitted to Superintendent
21 by February 21st. Waivers shall be submitted back to Senior Director by March
22 1st. If spring break falls during March deadlines all timelines will be moved up
23 one week. If due dates fall on weekend or holiday the due date will default
24 back to last working day before the holiday or weekend.

25 c. The plan shall be given to all unit members at the site at least one (1) week
26 prior to voting on the plan.

- 1 d. Senior Director gives back to Principal to establish vote 1st week in March and
2 results turned into District and MEA by 2nd week in March. A secret-ballot
3 vote shall be conducted for each site. An Association and administrative
4 representative shall be present for the counting of the ballots. All unit
5 members assigned to the site shall be given the opportunity to vote. Simple
6 majority approval by the unit members voting at the site is required to
7 implement the proposed plan.
- 8 e. Implementation of any variation to this Master Agreement shall be for a period
9 of one (1) year only. Prior to the end of each year, the site administrator(s)
10 shall conduct a secret-ballot evaluation of the plan, using the procedures in
11 sections 'b' through 'd' above. With simple majority approval by the unit
12 members voting, the plan may be extended for another year.
- 13 f. This process must be completed before implementation.
- 14 g. With mutual consent of both parties the timelines established in items 'a'
15 through 'd' above may be modified.
- 16

17 Both Manteca Unified School District and Manteca Educators' Association agree to the language
18 changes in order to align to the following past agreements:

19 March 25, 2019 Tentative Agreement

20 April 27, 2022 Tentative Agreement

21 May 13, 2022 Tentative Agreement

22 May 12, 2022 Amendment to 3/25/19 Tentative Agreement

**MANTECA UNIFIED SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW PROGRAM
SAMPLE ANNUAL REPORT FROM PEER ASSISTANCE
JOINT PANEL**

TO: Manteca Unified School District Board of Education
Manteca Educators Association Executive Board
FR: Peer Assistance Joint Panel
RE: 2000-01 Annual Report
DT: June 30, 2001

Referred Participants:

The Joint Panel received two referrals for Peer Assistance for permanent teachers whose 1990-00 evaluations in teaching methods/subject matter knowledge were unsatisfactory:

1. *John Doe*
2. *Mary Jane*

Voluntary Participants:

The Joint Panel received voluntary requests for Peer Assistance from twenty-eight teachers, 17 of which are probationary and 11 of which are permanent.

In addition, the Joint Panel provided large-group peer assistance via staff development meetings, conferences and trainings to 206 teachers.

Consulting Unit Members/Trainers:

The Joint Panel trained and assigned ten consulting teachers to deliver Peer Assistance, 3 of which are primary level teachers, 2 of which are intermediate level teachers, 2 of which are junior high level teachers, and 3 of which are high school level teachers.

Topic/Activities Covered in the Peer Assistance Program:

The following topics/activities were addressed:

1. Classroom Control
2. Unit Development for K-6 Science
3. Conflict Management
4. IEP Development for Regular Teachers
5. Managing Difficult Student Behavior
6. High School Mathematics Instructional Methods
7. Technology in the Classroom

Recommendations:

For 2001-02, the Joint Panel recommends:

1. Orientation to Peer Assistance program for all new principals and teachers
2. Additional Consulting Unit Members to be recruited for large group presentations and staff development activities.



MANTECA UNIFIED SCHOOL DISTRICT PEER ASSISTANCE AND REVIEW ACTIVITY LOG

Unit Member Participating
 Volunteer

Reporting period: **Turn in this log to the Teacher Development Center by the 5th day of each month for timely compensation.**

_____ *Administrator Name* _____ *Unit Member Name* _____ *Consulting Unit Member Name*

_____ *Site* _____ *Site* _____ *Site*

Please document the direct/indirect support activities you have done which are related to this Peer Assistance and Review (PAR) process. At the end of the school year, send copies of your log to those listed at the bottom of the page.

Types of:

Direct support activities (DSA) – meetings, consultations, observing, telephone contact, correspondence, etc.

Indirect support activities (ISA) – trainings, preparation for meetings, research, professional contacts, etc.

| ACTIVITY | DATE | TYPE | HOURS SPENT | FOCUS/PURPOSE | COMMENTS |
|----------|------|------|-------------|---------------|----------|
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Please see reverse for additional support activities.



MANTECA UNIFIED SCHOOL DISTRICT

Application for Peer Assistance and Review

Consulting Unit Member Position

Applicant Name _____

School/Location (If YRE, indicate track assignment) _____

Home Address _____

Home Phone # _____

Work Phone# _____

Why do you want to be a consulting unit member?

Grade levels and programs you would like support (check all that apply)

Elementary

- 1st
 2nd
 3rd
 4th
 5th
 6th

Secondary

7th/8th Subject Areas: _____

9th – 12th Subject Areas: _____

Programs

- SDC
 RSP
 Speech
 Psychologist
 APE
 ROP
 JROTC

Teaching Experience (*List 10 years experience with most recent first*)

| POSITION | GRADE LEVEL OR SUBJECT | SCHOOL OR LOCATION | SUPERVISOR (IF NOT MUSD/ INCLUDE PHONE #) |
|----------|------------------------|--------------------|---|
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Please see reverse to complete remainder of application

Specialized Training

| TYPE OF TRAINING | DATE | SKILLS |
|------------------|------|--------|
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References *(Reference by current administrator preferred but not required)*

| NAME | POSITION | PROFESSIONAL RELATIONSHIP | TELEPHONE NUMBER |
|------|----------|---------------------------|------------------|
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My signature signifies that I understand that I will be required to receive Peer Assistance and Review (PAR) training and I am willing to work outside my assigned teaching calendar/workday to receive training and to provide support related to the PAR program.

Signature _____

Date _____

MANTECA UNIFIED SCHOOL DISTRICT

APPLICATION FOR TRANSFER

Any certificated employee of the Manteca Unified School District desiring a transfer from his/her present assignment to another of the District's schools is requested to complete and submit this application to the Personnel Office. This request shall be valid from **January 1, 2021 through June 4, 2021. One open posting will be announced in January. During this time period, transfers will be accepted. After this period, unit members must reapply and submit individual transfer requests for each position posted. After June 4, 2021, all positions will be posted online for five (5) days. The transfer closed period is 3 weeks (21 calendar days) prior to the first day of instruction. Transfer requests will not be accepted after this closed posting period (July 13, 2021).**

| | | | |
|--|--|------------------------------|-----------------------------|
| NAME: | | DATE: | |
| HOME PHONE: | | SUMMER CONTACT/CELL #: | |
| PRESENT SCHOOL ASSIGNMENT: | | | |
| PRESENT GRADE LEVEL/TRACK AND/OR SUBJECT AREA(S): | | | |
| REQUEST TRANSFER TO (please indicate in order of preference by school site—be specific): | | | |
| 1. | | 3. | |
| 2. | | 4. | |
| GRADE LEVEL OR SUBJECT AREAS PREFERRED (be specific): | | | |
| 1. | | 3. | |
| 2. | | 4. | |
| REASON FOR REQUEST: | | | |
| | | | |
| CREDENTIAL(S)/CERTIFICATES HELD: | | | |
| 1. | | 3. | |
| 2. | | 4. | |
| NCLB COMPLIANT AREAS: | | | |
| 1. | | 3. | |
| 2. | | 4. | |
| CLAD/ENGLISH LEARNER AUTHORIZATION: | | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| TEACHING EXPERIENCE YEARS – MANTECA UNIFIED | | YEARS OTHER DISTRICTS: | |
| ELEMENTARY GRADE LEVELS TAUGHT: | | | |
| SECONDARY GRADE/SUBJECTS TAUGHT: | | | |
| SUBJECT STRENGTHS: | | | |
| SPECIAL SKILLS/INTERESTS: | | | |
| | | | |
| PREFERENCE IN EXTRA-CURRICULAR ACTIVITIES: | | | |
| | | | |
| COACHING EXPERIENCE: | | | |
| COMMENTS: | | | |
| | | | |
| EMPLOYEE SIGNATURE: | | | |

Manteca Unified School District
 Certificated Personnel Evaluation

INTERIM EVALUATION – Date _____

FINAL EVALUATION – Date _____

Evaluatee: _____

Evaluator: _____

Site(s): _____

Grade(s): _____

Time/Period: _____

Subject(s): _____

Date(s) of Observation(s): _____

Date(s) of Conference(s): _____

Rating: E=Exceeds Expectations M=Meets Expectations N=Needs Improvement U=Unsatisfactory

Standard 1: Engaging and Supporting All Students in Learning

Rating

1) using knowledge of students to engage them in learning, 2) connecting learning to students' prior knowledge, backgrounds, life experiences, and interests, 3) connecting subject matter to meaningful real-life contexts, 4) using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs, 5) promoting critical thinking through inquiry, problem solving, and reflection, 6) monitoring student learning and adjusting instruction while teaching.

Standard 2: Creating and Maintaining Effective Environments for Student Learning

Rating

1) promoting social development and responsibility within a caring community where each student is treated fairly and respectfully, 2) creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students, 3) establishing and maintaining learning environments that are physically, intellectually, and emotionally safe, 4) creating a rigorous learning environment with high expectations and appropriate support for all students, 5) developing, communicating, and maintaining high standards for individual and group behavior.

Standard 3: Understanding and Organizing Subject Matter for Student Learning

1) demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks, 2) applying knowledge of student development and proficiencies to ensure student understanding of subject matter, 3) organizing curriculum to facilitate student understanding of the subject matter, 4) utilizing instructional strategies that are appropriate to subject matter, 5) using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students, 6) addressing the needs of English learners and students with special needs to provide equitable access to the content.

Rating

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

1) using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction, 2) establishing and articulating goals for student learning, 3) developing and sequencing long-term and short-term instructional plans to support student learning, 4) planning instruction that incorporates appropriate strategies to meet the learning needs of all students, 5) adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

Rating

Standard 5: Assessing Students For Learning

1) Applying knowledge of purposes, characteristics, and uses of different types of assessments, 2) Collecting and analyzing assessment data from a variety of sources to inform instruction, 3) Reviewing data, both individually and with colleagues, to monitor student learning, 4) Using assessment data to establish learning goals and to plan, differentiate, and modify instruction, 5) Involving all students in self-assessment, goal setting, and monitoring progress, 6) Using available technologies to assist in assessment, analysis, and communication of student learning, 7) Using assessment information to share timely and comprehensible feedback with students and their families.

Rating

Standard 6: Developing as a Professional Educator

1) Reflecting on teaching practice in support of student learning, 2) establishing professional goals and engaging in continuous and purposeful professional growth and development, 3) Collaborating with colleagues and the broader professional community to support teacher and student learning, 4) Working with families to support student learning, 5) engaging local communities in support of the instructional program, 6) Managing professional responsibilities to maintain motivation and commitment to all students, 7) demonstrating professional responsibility, integrity and ethical conduct.

Rating

Comments

Additional sheet attached (Optional) - Signatures & date required on optional sheet

POST EVALUATION ACTION (Please mark appropriate box(es)).

- | | | | |
|--------------------------------------|---|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Improvement Plan Required for Needs Improvement and/or Unsatisfactory Ratings in any standard. | <input type="checkbox"/> Evaluate Next School Year Required for a combination of two (2) or more N's or U's in any standards. | <input type="checkbox"/> PAR Referral Required for a permanent unit member with two (2) or more N's or U's in any standards. |
|--------------------------------------|---|---|--|

Evaluator Signature

Date

Evaluated Signature

Date

Signature of Evaluatee does not necessarily signify agreement with the Evaluator's ratings.

Distribution: Original to Evaluatee

Copy to Evaluator

Copy of Final Evaluation to Personnel Department

Revised 11/5/2010 srl

California Standards for the Teaching Profession

Standard 1: Engaging and Supporting All Students in Learning

1) using knowledge of students to engage them in learning, 2) connecting learning to students' prior knowledge, backgrounds, life experiences, and interests, 3) connecting subject matter to meaningful real-life contexts, 4) using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs, 5) promoting critical thinking through inquiry, problem solving, and reflection, 6) monitoring student learning and adjusting instruction while teaching.

Standard 2: Creating and Maintaining Effective Environments for Student Learning

1) promoting social development and responsibility within a caring community where each student is treated fairly and respectfully, 2) creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students, 3) establishing and maintaining learning environments that are physically, intellectually, and emotionally safe, 4) creating a rigorous learning environment with high expectations and appropriate support for all students, 5) developing, communicating, and maintaining high standards for individual and group behavior, 6) Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn, 7) Using instructional time to optimize learning.

Standard 3: Understanding and Organizing Subject Matter for Student Learning

1) demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks, 2) applying knowledge of student development and proficiencies to ensure student understanding of subject matter, 3) organizing curriculum to facilitate student understanding of the subject matter, 4) utilizing instructional strategies that are appropriate to subject matter, 5) using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students, 6) addressing the needs of English learners and students with special needs to provide equitable access to the contents.

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

1) using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction, 2) establishing and articulating goals for student learning, 3) developing and sequencing long-term and short-term instructional plans to support student learning, 4) planning instruction that incorporates appropriate strategies to meet the learning needs of all students, 5) adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

Standard 5: Assessing Students For Learning

1) Applying knowledge of purposes, characteristics, and uses of different types of assessments, 2) Collecting and analyzing assessment data from a variety of sources to inform instruction, 3) Reviewing data, both individually and with colleagues, to monitor student learning, 4) Using assessment data to establish learning goals and to plan, differentiate, and modify instruction, 5) Involving all students in self-assessment, goal setting, and monitoring progress, 6) Using available technologies to assist in assessment, analysis, and communication of student learning, 7) Using assessment information to share timely and comprehensible feedback with students and their families.

Standard 6: Developing as a Professional Educator

1) Reflecting on teaching practice in support of student learning, 2) establishing professional goals and engaging in continuous and purposeful professional growth and development, 3) Collaborating with colleagues and the broader professional community to support teacher and student learning, 4) Working with families to support student learning, 5) engaging local communities in support of the instructional program, 6) Managing professional responsibilities to maintain motivation and commitment to all students, 7) demonstrating professional responsibility, integrity and ethical conduct.

MANTECA UNIFIED SCHOOL DISTRICT IMPROVEMENT PLAN

Check (✓) the Standard(s) I - VI below for which an "N" or "U" was received on the *Final Evaluation Form*. Document specific plans for improvement in the appropriate boxes next to the checked Standard(s).

| | | | | | | |
|--|---|-----------------|---------------------------|--|--|--|
| Unit Member Name: | Date: | Site(s): | Primary Evaluator: | | | |
| Date of Summary Evaluation Conference Requiring Improvement Plan: | Status (Circle One): Permanent Probationary I Probationary II Pre-Intern Intern Temporary | | | | | |

| ✓ | Area(s) of Improvement | Means and Methods | | | | | | |
|---|--|-------------------|--------------|-----------------|-------------------------|-------------|------------|--------------|
| | | <i>Workshops</i> | <i>Class</i> | <i>Observed</i> | <i>Visit Classrooms</i> | <i>BTSA</i> | <i>PAR</i> | <i>Other</i> |
| | Standard I <i>Engaging & Supporting All Students in Learning</i> | | | | | | | |
| | Standard II <i>Creating & Maintaining Effective Environment for Student Learning</i> | | | | | | | |
| | Standard III <i>Understanding & Organizing Subject Matter for Student Learning</i> | | | | | | | |
| | Standard IV <i>Planning Instruction & Designing Learning Experiences for All</i> | | | | | | | |
| | Standard V <i>Assessing Students for Learning</i> | | | | | | | |
| | Standard VI <i>Developing as a Professional Educator</i> | | | | | | | |

Primary Evaluator Signature

Date

Unit Member Signature

Date

Distribution: Original to Unit Member (2-sided)

Copy to Evaluator (2-sided / Exhibit H&I)

CHECKLIST IMPROVEMENT PLAN LOG OF ACTIVITIES

Check (✓) the Standard(s) I - VI below for which an "N" or "U" was received on the *Final Evaluation Form*.
List by date and description the completed improvement activities in the appropriate Standard area(s).

| ✓ | Area(s) of Improvement | Means and Methods | | | | | | |
|---|--|-------------------|-------|----------|------------------|------|-----|-------|
| | | Workshops | Class | Observed | Visit Classrooms | BTSA | PAR | Other |
| | Standard I <i>Engaging & Supporting All Students in Learning</i> | | | | | | | |
| | Standard II <i>Creating & Maintaining an Effective Environment for All</i> | | | | | | | |
| | Standard III <i>Understanding & Organizing Subject Matter Knowledge</i> | | | | | | | |
| | Standard IV <i>Planning Instruction & Designing Learning Experiences for All</i> | | | | | | | |
| | Standard V <i>Assessing Student Learning</i> | | | | | | | |
| | Standard VI <i>Developing as a Professional Educator</i> | | | | | | | |

Conference Dates:

Evaluator's Comments - Please initial your comments and attach additional pages as necessary:

Primary Evaluator Signature

Date

Unit Member Signature

Date

Distribution:

Original to Unit Member (2-sided)

Copy to Evaluator (2-sided / Exhibit H&I)

MANTECA UNIFIED SCHOOL DISTRICT
CERTIFICATED NON-CLASSROOM CHECKLIST PRE-OBSERVATION CONFERENCE FORM

| | | | | | | | |
|--------------------|--|-----------|--|----------------|--|--------------------------|--|
| Unit Member Name: | | | | Date: | | | |
| Site(s): | | | | Time/Period: | | | |
| Primary Evaluator: | | | | Grade/Subject: | | | |
| SPEECH | | NURSE | | ADAPTIVE PE | | PROGRAM COORDINATOR | |
| PSYCHOLOGIST | | LIBRARIAN | | COUNSELOR | | STAFF DEVELOPMENT LEADER | |
| PROGRAM SPECIALIST | | | | | | OTHER | |

This form will be used prior to observations for unit members selecting the checklist observation option. It is required for permanent unit members and permanent unit members receiving a less than effective composite rating (N or U) on summary evaluation report. Please answer the questions below and bring the completed form to your pre-observation conference.

Pre-Conference Questions:

1. What are your goals for this lesson/activity/service provided?

2. What do you expect your participants to learn/know by the end of this lesson/activity/service?

3. What activities/services are planned for you and your participants?

4. How will you know if you have met your goals?

5. Is there anything special about this day/lesson/activity/service that would impact this observation?

6. Comments:

 Evaluator Signature

 Unit Member Signature

 Date Signed

MANTECA UNIFIED SCHOOL DISTRICT CERTIFICATED NON-CLASSROOM CHECKLIST OBSERVATION FORM

| | | | |
|--|--------------|--|---|
| Unit Member Name: | | Use separate form for each observation | |
| Site(s): | | Primary Evaluator: | |
| Time/Period: | | Grade/Subject: | |
| Date of Observation: | | Date of Conference: | |
| SPEECH | NURSE | ADAPTIVE PE | PROGRAM COORDINATOR |
| PSYCHOLOGIST | LIBRARIAN | COUNSELOR | STAFF DEVELOPMENT LEADER |
| PROGRAM SPECIALIST | | OTHER | |
| 1 | SATISFACTORY | 2 | NEEDS IMPROVEMENT |
| | | NR | NOT RELEVANT Not relevant to lesson observed/activity/service |
| PERFORMANCE FACTORS: Identify each element as 1, 2, or NR | | | 1 |
| | | | 2 |
| | | | NR |
| I. Assessment: Evaluates Service Delivery and Revises as Necessary to Meet Goals. | | | <input type="checkbox"/> |
| Comments: | | | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |
| II. Planning: Demonstrates Ability to Plan for Service Delivery. | | | <input type="checkbox"/> |
| Comments: | | | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |
| III. Implementation: Establishes Timelines, Adheres to Legal/Educational Issues Uses Resources Efficiently, and Provides Appropriate Services to Clients. | | | <input type="checkbox"/> |
| Comments: | | | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |
| IV. Communication: Establishes a Rapport with Students, Parents, Teachers, District Staff, and Community Based Professionals as Appropriate. | | | <input type="checkbox"/> |
| Comments: | | | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |
| V. Developing as a Professional Educator (To be discussed and completed at post-observation conference.) | | | <input type="checkbox"/> |
| Comments: | | | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |
| Comments: | | | |
| <input type="checkbox"/> Additional sheet attached (Optional) - Signatures & date required on optional sheet | | | |

Evaluator Signature _____ Date _____
Distribution: Original to Unit Member Copy to Evaluator

Unit Member Signature _____ Date _____
 11/5/10 srh

MANTECA UNIFIED SCHOOL DISTRICT
CERTIFICATED NON-CLASSROOM EVALUATION FORM
JOB PERFORMANCE SUMMARY EVALUATION REPORT

UNIT MEMBER NAME _____ SCHOOL YEAR _____

LOCATION _____

ASSIGNMENT (Mark One Only)

| | | | |
|--------------------|-----------|-------------|--------------------------|
| SPEECH | NURSE | ADAPTIVE PE | PROGRAM COORDINATOR |
| PSYCHOLOGIST | LIBRARIAN | COUNSELOR | STAFF DEVELOPMENT LEADER |
| PROGRAM SPECIALIST | OTHER | | |

EXPLANATION OF RATING SYMBOLS

| | |
|-----|--|
| "E" | Effective. Meets or exceeds standards of the District. |
| "N" | Needs improvement. |
| "U" | Unsatisfactory. Does not meet the standards of the District. |

RATING

- I. Assessment: Evaluates Service Delivery and Revises as Necessary To Meet Goals.
- II. Planning: Demonstrates Ability to Plan for Service Delivery.
- III. Implementation: Establishes Timelines, Adheres to Legal/Educational Issues, Uses Resources Efficiently, and Provides Appropriate Services to Clients.
- IV. Communication: Establishes a Rapport with Students, Parents, Teachers, District Staff, and Community Based Professionals as Appropriate.
- V. Developing As a Professional Educator

Composite Rating (A rating of N or U requires a combination of 2 or more N's and/or U's in the above categories.)

POST EVALUATION ACTION (Please mark appropriate box[es].)

- None
- Improvement Plan
Required for a less than effective rating in any Standard I - VI above.
Form IP1, Improvement Plan
- Evaluation Next School Year
Required for a combination of two (2) or more N's or U's in any of Standards I - VI above.
Form IP1, Improvement Plan.
- PAR Referral
Required for a permanent unit member with a composite rating of U. Requires improvement plan and evaluation the following year.
Form IP1, Improvement Plan Forms ____, PAR forms

DATES OF PROFESSIONAL CONVERSATIONS/OBSERVATIONS:

DATES OF EVALUATION CONFERENCE:

COMMENTS:

Signature of Primary Evaluator _____ Date _____ *Signature of Unit Member _____ Date _____

Signed comments by the Evaluator are attached Signed comments by the Unit Member are attached

*Signature of unit member does not necessarily signify agreement with the evaluator's ratings.

Distribution: Original to Unit Member

Copy to Personnel Department

Copy to Evaluator
CSER/11/5/10 srh

MANTECA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE

186 Days

Effective July 1, 2022

7.16% (2022-23 5.58% COLA + 1.58% Additional Base LCFF)

| | A | B | C | D | E | F | G | H | I |
|----|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| | BA+15 | BA+30 | B+MA | BA+45 | D+MA | BA+60 | F+MA | BA+75 | H + MA |
| 1 | 60,687 | 60,687 | 60,687 | 60,687 | 62,462 | 62,462 | 63,111 | 63,167 | 65,688 |
| 2 | 60,687 | 60,687 | 63,083 | 63,083 | 63,215 | 63,583 | 66,110 | 66,318 | 68,951 |
| 3 | 61,848 | 61,848 | 63,083 | 63,421 | 65,963 | 66,427 | 69,054 | 69,476 | 72,215 |
| 4 | 61,848 | 62,789 | 65,273 | 66,059 | 68,693 | 69,319 | 72,067 | 72,590 | 75,480 |
| 5 | 63,083 | 65,210 | 67,799 | 68,693 | 71,429 | 72,215 | 75,070 | 75,734 | 78,755 |
| 6 | 63,083 | 67,594 | 70,271 | 71,320 | 74,171 | 75,114 | 78,110 | 78,857 | 82,021 |
| 7 | 64,420 | 69,959 | 72,755 | 73,952 | 76,904 | 77,957 | 81,069 | 82,021 | 85,285 |
| 8 | 66,318 | 72,327 | 75,219 | 76,599 | 79,643 | 80,860 | 84,069 | 85,124 | 88,496 |
| 9 | | 74,697 | 77,641 | 79,223 | 82,378 | 83,754 | 87,074 | 88,285 | 91,815 |
| 10 | | 77,117 | 80,167 | 81,860 | 85,124 | 86,656 | 90,075 | 91,387 | 95,025 |
| 11 | | 79,487 | 82,647 | 84,484 | 87,860 | 89,545 | 93,128 | 94,555 | 98,295 |
| 12 | | | | 87,129 | 90,599 | 92,392 | 96,084 | 97,661 | 101,553 |
| 13 | | | | | | 95,281 | 99,074 | 100,820 | 104,815 |
| 14 | | | | | | | | | |
| 15 | | | | | | | | | |
| 16 | | | | | | | | 103,192 | 107,300 |
| 17 | | | | | | | | | |
| 18 | | | | | | | | | |
| 19 | | | | | | | | 105,609 | 109,826 |
| 20 | | | | | | | | | |
| 21 | | | | | | | | | |
| 22 | 67,274 | 80,443 | 83,603 | 88,084 | 91,555 | 96,238 | 100,029 | 108,986 | 113,311 |
| 23 | | | | | | | | | |
| 24 | | | | | | | | | |
| 25 | 68,228 | 81,398 | 84,559 | 89,041 | 92,512 | 97,193 | 100,987 | 109,943 | 114,266 |
| 26 | | | | | | | | | |
| 27 | | | | | | | | | |
| 28 | 70,141 | 83,309 | 86,470 | 90,951 | 94,423 | 99,105 | 102,896 | 111,853 | 116,178 |

SALARY PLACEMENT FOR UNIT MEMBERS WITHOUT CREDENTIALS

Unit members hired without a preliminary credential will be placed at A-1 on the adopted salary schedule and will remain at that step until a preliminary credential is obtained. When the unit member provides the District with documentation showing that a preliminary credential has been obtained, the employee's salary placement will be revised to give full credit for accepted years of experience and units of professional growth. The unit member's compensation for this new placement is not retroactive.

See back for individual certificated salary schedules:

Behavior Specialist

School Nurse

School Psychologist

Speech Language Pathologist

Revised: January 19, 2023

Per Side Letter Agreement between MEA and MUSD

May 27, 2022

Salary Schedule Change for School Psychologist, School Nurse, Speech Language Pathologist, and Behavior Specialist

| School Psychologist | |
|--------------------------------------|---------|
| Work Year = 197 days | |
| <i>(Teacher + two weeks + 1 day)</i> | |
| | A |
| 1 | |
| 2 | |
| 3 | 87,630 |
| 4 | 91,434 |
| 5 | 95,250 |
| 6 | 99,054 |
| 7 | 102,857 |
| 8 | 106,598 |
| 9 | 110,464 |
| 10 | 114,204 |
| 11 | 118,014 |
| 12 | 121,809 |
| 13 | 125,609 |
| 14 | |
| 15 | |
| 16 | 128,505 |
| 17 | |
| 18 | |
| 19 | 131,447 |
| 20 | |
| 21 | |
| 22 | 135,507 |
| 23 | |
| 24 | |
| 25 | 136,620 |
| 26 | |
| 27 | |
| 28 | 138,847 |

| School Nurse | |
|------------------------------|---------|
| Work Year = 196 days | |
| <i>(Teacher + two weeks)</i> | |
| | A |
| 1 | |
| 2 | |
| 3 | 81,853 |
| 4 | 85,396 |
| 5 | 88,949 |
| 6 | 92,493 |
| 7 | 96,034 |
| 8 | 99,518 |
| 9 | 103,119 |
| 10 | 106,602 |
| 11 | 110,150 |
| 12 | 113,685 |
| 13 | 117,224 |
| 14 | |
| 15 | |
| 16 | 119,921 |
| 17 | |
| 18 | |
| 19 | 122,661 |
| 20 | |
| 21 | |
| 22 | 126,442 |
| 23 | |
| 24 | |
| 25 | 127,479 |
| 26 | |
| 27 | |
| 28 | 129,553 |

| Speech Language Pathologist | |
|------------------------------------|---------|
| Work Year = 191 days | |
| <i>(Teacher + one week)</i> | |
| | A |
| 1 | |
| 2 | |
| 3 | 84,047 |
| 4 | 87,802 |
| 5 | 91,568 |
| 6 | 95,324 |
| 7 | 99,078 |
| 8 | 102,770 |
| 9 | 106,587 |
| 10 | 110,279 |
| 11 | 114,039 |
| 12 | 117,786 |
| 13 | 121,537 |
| 14 | |
| 15 | |
| 16 | 124,395 |
| 17 | |
| 18 | |
| 19 | 127,300 |
| 20 | |
| 21 | |
| 22 | 131,308 |
| 23 | |
| 24 | |
| 25 | 132,406 |
| 26 | |
| 27 | |
| 28 | 134,605 |

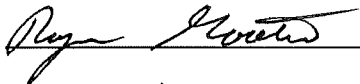
| Behavior Specialist | |
|------------------------------|---------|
| Work Year = 196 days | |
| <i>(Teacher + two weeks)</i> | |
| | A |
| 1 | |
| 2 | |
| 3 | 86,547 |
| 4 | 90,302 |
| 5 | 94,068 |
| 6 | 97,824 |
| 7 | 101,578 |
| 8 | 105,270 |
| 9 | 109,087 |
| 10 | 112,779 |
| 11 | 116,539 |
| 12 | 120,286 |
| 13 | 124,037 |
| 14 | |
| 15 | |
| 16 | 126,895 |
| 17 | |
| 18 | |
| 19 | 129,800 |
| 20 | |
| 21 | |
| 22 | 133,808 |
| 23 | |
| 24 | |
| 25 | 134,906 |
| 26 | |
| 27 | |
| 28 | 137,105 |

Manteca Unified School District
and Manteca Educators' Association

September 12, 2019

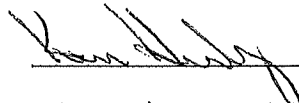
Grade Span Adjustment Side Letter

Manteca Unified School District and Manteca Educators' Association agree to freeze the current class sizes under the Grad Span Adjustment Agreement. The class sizes will be 24-1 for Kindergarten and 26-1 for 1st through 3rd grades from July 1, 2018 through June 30, 2023. This side letter will be attached to the Memorandum of Understanding dated June 16, 2017. All other aspects of the June 16, 2017 MOU will be in effect.



Roger Goatcher

Deputy Superintendent



Kris Hensley, Bargaining Chair

Manteca Educators' Association

Manteca Unified School District
And
Manteca Educators' Association

Side Letter Agreement Regarding Teachers Voluntarily providing Supervision before school

April 27, 2022

Manteca Unified School District (District) and Manteca Educators' Association recognize there may continue to be effects of COVID-19 moving into the 2022-2023 school year. Part of the impact to the school sites is a lack of staffing for positions needed. The District continues to post and hire for open positions in the District in a timely fashion, however even with best efforts the District is experiencing positions that go unfilled. To this end, MEA and the District agree to the following:

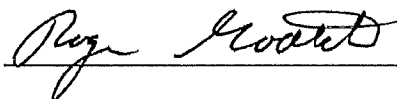
MEA unit members will:

Be allowed to volunteer to provide supervision services before school via a weekly sign-up schedule. If more than one individual wants to volunteer for a supervision assignment the member with more seniority at the site will be placed first and a rotation of those employees interested will be established throughout that week. If after establishing the weekly sign-up schedule a vacancy goes unfilled administration will send out an email to staff asking for volunteers.

The District agrees to:

1. Provide unit members at the school site, each week, with a schedule of needed volunteers, locations and times.
2. Time sheet unit members who volunteer and perform these duties. Members will be paid at the established student contact rate.

This side letter will expire June 30, 2023. Nothing in this side letter shall be construed as establishing past practice or precedent setting.



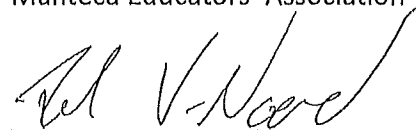
Roger Goatcher, Deputy Superintendent

Manteca Unified School District



Steve Grant, Lead Negotiator

Manteca Educators' Association



Rob Vannoord, President

Manteca Educators' Association

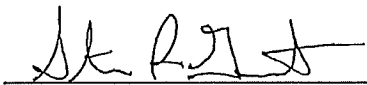
Side Letter Agreement

Manteca Educators' Association and Manteca Unified School District Salary Schedule change for School Psychologist, School Nurse, Speech Language Pathologist, and Behavior Specialist

The Manteca Unified School District (District) and Manteca Educators' Association (MEA) (collectively referenced herein as the "Parties") enter into this Side Letter Agreement on May 27, 2022, to change the Salary Schedule for School Nurse, School Psychologist, Speech Language Pathologist and Behavior Specialist. The District and MEA recognize these positions have been historically difficult to attract and retain members compared to other districts around us. In an effort to attract, retain and support these positions within Manteca Unified School District, the Parties agree as follows.

1. Phase in a new salary schedule composing of one column and 18 cells over the course of the next three years (2022/2023, 2023/2024, 2024/2025). (phase in of new salary schedule and final salary schedule starting in 25-26 school year are attached)
2. Members in these four groups, will continue their current placement on the salary schedule and at the beginning of a new school year if the cell they would normally move into is deleted they will be allowed to move to the next available cell.
3. Once all existing members have passed a cell on the new salary schedule the new salary schedule will be renumbered to coincide with the new years of 1-18.
4. The District and MEA agree to include the four new salary schedules onto the existing MEA Salary Schedule.

For MEA:

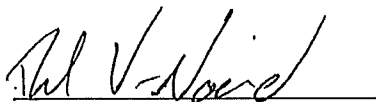


Steve Grant, Lead Negotiator
Manteca Educators' Association

For the District:



Roger Goatcher, Deputy Superintendent
Manteca Unified School District



Rob Vannoord, President
Manteca Educators' Association

Psychologist

22-23

| | | |
|----|--------|---------|
| 1 | 61,299 | 73,913 |
| 2 | 64,344 | 77,461 |
| 3 | 67390 | 81,009 |
| 4 | 70437 | 84,559 |
| 5 | 73493 | 88,119 |
| 6 | 76541 | 91,670 |
| 7 | 79587 | 95,219 |
| 8 | 82583 | 98,709 |
| 9 | 85680 | 102,317 |
| 10 | 88676 | 105,808 |
| 11 | 91727 | 109,362 |
| 12 | 94768 | 112,905 |
| 13 | 97812 | 116,451 |
| 14 | | |
| 15 | | |
| 16 | 100131 | 119,153 |
| 17 | | |
| 18 | | |
| 19 | 102488 | 121,899 |
| 20 | | |
| 21 | | |
| 22 | 105740 | 125,687 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 126,725 |
| 26 | | |
| 27 | | |
| 28 | 108415 | 128,803 |

23-24

| | | |
|----|--------|---------|
| | | |
| | | |
| 3 | 67390 | 81,009 |
| 4 | 70437 | 84,559 |
| 5 | 73493 | 88,119 |
| 6 | 76541 | 91,670 |
| 7 | 79587 | 95,219 |
| 8 | 82583 | 98,709 |
| 9 | 85680 | 102,317 |
| 10 | 88676 | 105,808 |
| 11 | 91727 | 109,362 |
| 12 | 94768 | 112,905 |
| 13 | 97812 | 116,451 |
| 14 | | |
| | | |
| 16 | 100131 | 119,153 |
| 17 | | |
| 18 | | |
| 19 | 102488 | 121,899 |
| 20 | | |
| | | |
| 22 | 105740 | 125,687 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 126,725 |
| 26 | | |
| | | |
| 28 | 108415 | 128,803 |

24-25

| | | |
|----|--------|---------|
| | | |
| | | |
| | | |
| 4 | 70437 | 84,559 |
| 5 | 73493 | 88,119 |
| 6 | 76541 | 91,670 |
| 7 | 79587 | 95,219 |
| 8 | 82583 | 98,709 |
| 9 | 85680 | 102,317 |
| 10 | 88676 | 105,808 |
| 11 | 91727 | 109,362 |
| 12 | 94768 | 112,905 |
| 13 | 97812 | 116,451 |
| | | |
| | | |
| 16 | 100131 | 119,153 |
| | | |
| 18 | | |
| 19 | 102488 | 121,899 |
| 20 | | |
| | | |
| 22 | 105740 | 125,687 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 126,725 |
| 26 | | |
| | | |
| 28 | 108415 | 128,803 |

School Nurse

22-23

| | | |
|----|--------|---------|
| 1 | 61,299 | 69,009 |
| 2 | 64,344 | 72,313 |
| 3 | 67390 | 75,618 |
| 4 | 70437 | 78,924 |
| 5 | 73493 | 82,240 |
| 6 | 76541 | 85,547 |
| 7 | 79587 | 88,852 |
| 8 | 82583 | 92,103 |
| 9 | 85680 | 95,463 |
| 10 | 88676 | 98,713 |
| 11 | 91727 | 102,024 |
| 12 | 94768 | 105,323 |
| 13 | 97812 | 108,626 |
| 14 | | |
| 15 | | |
| 16 | 100131 | 111,142 |
| 17 | | |
| 18 | | |
| 19 | 102488 | 113,699 |
| 20 | | |
| 21 | | |
| 22 | 105740 | 117,228 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 118,195 |
| 26 | | |
| 27 | | |
| 28 | 108415 | 120,130 |

23-24

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|----|--------|---------|
| | | |
| | | |
| 3 | 67390 | 75,618 |
| 4 | 70437 | 78,924 |
| 5 | 73493 | 82,240 |
| 6 | 76541 | 85,547 |
| 7 | 79587 | 88,852 |
| 8 | 82583 | 92,103 |
| 9 | 85680 | 95,463 |
| 10 | 88676 | 98,713 |
| 11 | 91727 | 102,024 |
| 12 | 94768 | 105,323 |
| 13 | 97812 | 108,626 |
| 14 | | |
| | | |
| 16 | 100131 | 111,142 |
| 17 | | |
| 18 | | |
| 19 | 102488 | 113,699 |
| 20 | | |
| | | |
| 22 | 105740 | 117,228 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 118,195 |
| 26 | | |
| | | |
| 28 | 108415 | 120,130 |

24-25

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|----|--------|---------|
| | | |
| | | |
| | | |
| 4 | 70437 | 78,924 |
| 5 | 73493 | 82,240 |
| 6 | 76541 | 85,547 |
| 7 | 79587 | 88,852 |
| 8 | 82583 | 92,103 |
| 9 | 85680 | 95,463 |
| 10 | 88676 | 98,713 |
| 11 | 91727 | 102,024 |
| 12 | 94768 | 105,323 |
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| 16 | 100131 | 111,142 |
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| 19 | 102488 | 113,699 |
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| 22 | 105740 | 117,228 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 118,195 |
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| | | |
| 28 | 108415 | 120,130 |

Speech Language Pathologist

22-23

| | | |
|----|--------|---------|
| 1 | 61,299 | 70,494 |
| 2 | 64,344 | 73,996 |
| 3 | 67390 | 77,499 |
| 4 | 70437 | 81,003 |
| 5 | 73493 | 84,517 |
| 6 | 76541 | 88,022 |
| 7 | 79587 | 91,525 |
| 8 | 82583 | 94,970 |
| 9 | 85680 | 98,532 |
| 10 | 88676 | 101,977 |
| 11 | 91727 | 105,486 |
| 12 | 94768 | 108,983 |
| 13 | 97812 | 112,484 |
| 14 | | |
| 15 | | |
| 16 | 100131 | 115,151 |
| 17 | | |
| 18 | | |
| 19 | 102488 | 117,861 |
| 20 | | |
| 21 | | |
| 22 | 105740 | 121,601 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 122,626 |
| 26 | | |
| 27 | | |
| 28 | 108415 | 124,677 |

23-24

| | | |
|----|--------|---------|
| | | |
| | | |
| 3 | 67390 | 77,499 |
| 4 | 70437 | 81,003 |
| 5 | 73493 | 84,517 |
| 6 | 76541 | 88,022 |
| 7 | 79587 | 91,525 |
| 8 | 82583 | 94,970 |
| 9 | 85680 | 98,532 |
| 10 | 88676 | 101,977 |
| 11 | 91727 | 105,486 |
| 12 | 94768 | 108,983 |
| 13 | 97812 | 112,484 |
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| 16 | 100131 | 115,151 |
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| 18 | | |
| 19 | 102488 | 117,861 |
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| 22 | 105740 | 121,601 |
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| 25 | 106631 | 122,626 |
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| 28 | 108415 | 124,677 |

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| 4 | 70437 | 81,003 |
| 5 | 73493 | 84,517 |
| 6 | 76541 | 88,022 |
| 7 | 79587 | 91,525 |
| 8 | 82583 | 94,970 |
| 9 | 85680 | 98,532 |
| 10 | 88676 | 101,977 |
| 11 | 91727 | 105,486 |
| 12 | 94768 | 108,983 |
| 13 | 97812 | 112,484 |
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| | | |
| 16 | 100131 | 115,151 |
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| 18 | | |
| 19 | 102488 | 117,861 |
| 20 | | |
| | | |
| 22 | 105740 | 121,601 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 122,626 |
| 26 | | |
| | | |
| 28 | 108415 | 124,677 |

Behavior Specialist

22-23

| | | |
|----|--------|---------|
| 1 | 61,299 | 72,994 |
| 2 | 64,344 | 76,496 |
| 3 | 67390 | 79,999 |
| 4 | 70437 | 83,503 |
| 5 | 73493 | 87,017 |
| 6 | 76541 | 90,522 |
| 7 | 79587 | 94,025 |
| 8 | 82583 | 97,470 |
| 9 | 85680 | 101,032 |
| 10 | 88676 | 104,477 |
| 11 | 91727 | 107,986 |
| 12 | 94768 | 111,483 |
| 13 | 97812 | 114,984 |
| 14 | | |
| 15 | | |
| 16 | 100131 | 117,651 |
| 17 | | |
| 18 | | |
| 19 | 102488 | 120,361 |
| 20 | | |
| 21 | | |
| 22 | 105740 | 124,101 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 125,126 |
| 26 | | |
| 27 | | |
| 28 | 108415 | 127,177 |

23-24

| | | |
|----|--------|---------|
| | | |
| | | |
| 3 | 67390 | 79,999 |
| 4 | 70437 | 83,503 |
| 5 | 73493 | 87,017 |
| 6 | 76541 | 90,522 |
| 7 | 79587 | 94,025 |
| 8 | 82583 | 97,470 |
| 9 | 85680 | 101,032 |
| 10 | 88676 | 104,477 |
| 11 | 91727 | 107,986 |
| 12 | 94768 | 111,483 |
| 13 | 97812 | 114,984 |
| 14 | | |
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| 16 | 100131 | 117,651 |
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| 19 | 102488 | 120,361 |
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| 22 | 105740 | 124,101 |
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| 24 | | |
| 25 | 106631 | 125,126 |
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| 28 | 108415 | 127,177 |

24-25

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|----|--------|---------|
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| 4 | 70437 | 83,503 |
| 5 | 73493 | 87,017 |
| 6 | 76541 | 90,522 |
| 7 | 79587 | 94,025 |
| 8 | 82583 | 97,470 |
| 9 | 85680 | 101,032 |
| 10 | 88676 | 104,477 |
| 11 | 91727 | 107,986 |
| 12 | 94768 | 111,483 |
| 13 | 97812 | 114,984 |
| | | |
| | | |
| 16 | 100131 | 117,651 |
| | | |
| 18 | | |
| 19 | 102488 | 120,361 |
| 20 | | |
| | | |
| 22 | 105740 | 124,101 |
| 23 | | |
| 24 | | |
| 25 | 106631 | 125,126 |
| 26 | | |
| | | |
| 28 | 108415 | 127,177 |

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

September 7, 2022

**Side Letter Agreement
Certificated Opt-Out Program**

The Manteca Unified School District ("District") and the Manteca Educators' Association ("MEA") agree to continue the health benefits Opt-Out program that permits up to twenty percent of current eligible full-time employees to opt out of Medical Health Benefits, as defined in the Collective Bargaining Agreement. This opt-out will not apply to or affect the employee's Dental, Vision and Life Insurance benefits, as employees opting out of Medical Health Benefits will continue to receive these benefits with premiums deducted from the current employer contribution for health welfare benefits.


Employees must submit a signed "Opt-Out form" during the Open Enrollment Period (August 1st through September 15th) to participate in this program. Only, the first 20% of eligible employees who submit a completed form will be allowed to participate. If the cap of 20 % of employees is not reached by the end of the Open Enrollment Period, the District may hold open the window to participate until the cap is met, but only for new employees whose enrollment period commences at the time of hire. All forms will be dated and timed stamped.

Both parties acknowledge that participating employees will not receive any compensation, or cash-in-lieu payments for the employer contribution to health welfare benefits for opting out of Medical health Benefits under this agreement. However, the employee will retain the current out of pocket expenses they would have incurred, starting January 1, 2020, for the insurance plan they previously selected prior to opting out (e.g., employee paying \$1,600 per month to participate in the Blue Anthem Plan will now keep that \$1,600). The parties further acknowledge that the District will continue to contribute eighty percent of the "Bronze Plan" to Central Valley Trust as outlined in the established agreement

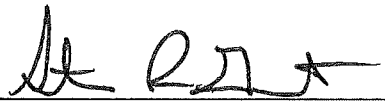
(Attachment A). Employees who opt out must provide written proof of health coverage from other qualified employer-sponsored group coverage.

The District and MEA agree that if the insurance carrier changes requirements and the Opt-Out program is no longer allowed members will have to transition back as outlined in the Master Agreement.

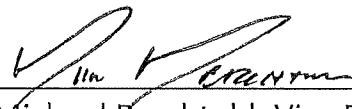
Both parties understand as part of the Insurance carrier's (CVT) requirements, a member must have health insurance the year they plan on retiring in order to receive health insurance during retirement. For those members who do opt out and then retire a cash in lieu of health benefits will be applied.



Roger Goatcher
Deputy Superintendent
Manteca Unified School District



Steve Grant, Bargaining Chair
Manteca Educators' Association



Michael Berchtold, Vice President
Manteca Educators' Association

MEMORANDUM OF UNDERSTANDING
 AB119
 BETWEEN
 Manteca Unified School District
 And
 Manteca Educators' Association
 November 13, 2020

1. DISTRICT NOTICE TO MEA OF NEW HIRES

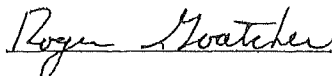
The District shall provide the MEA President notice of any newly hired certificated employee into a bargaining unit position, within ten (10) working days of date of Board approval, via a shared electronic document. Notification shall include the information provided by the new hire pursuant to Section 2, Employee Information.

2. EMPLOYEE INFORMATION

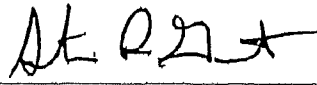
"Newly hired employee" or "new hire" means any certificated employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation.

3. NEW EMPLOYEE ORIENTATION

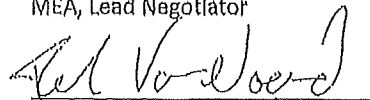
- a) "New employee orientation" means the process by which a newly hired public employee, whether in person, online, or through other means or mediums, are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District and MEA agree that the District will annually schedule dates/times for both the District and MEA to participate in New Employee Orientation. To ensure compliance with AB 119, the District and MEA agree to the following procedure
- i. The parties agree the District will notify MEA with ten (10) day notice for each new employee orientation described above.
 - ii. The orientation session shall be held on District property.
 - iii. During MEA's orientation session, no District manager or supervisor or non-unit employee shall be present.



Roger Goatcher
 Deputy Superintendent



Steve Grant
 MEA, Lead Negotiator



Rob Vannoord
 MEA, President

**Memorandum of Understanding Between
Manteca Educators Association
and the Manteca Unified School District**

Employee Stipends

May 11, 2021

The Manteca Unified School District ("DISTRICT") and the Manteca Educators' Association ("MEA"), enter into this Memorandum of Understanding ("MOU") regarding a stipend for the 2020-2021 school year for those unit members who are in paid status at the end of the school year.

The global pandemic named Coronavirus 19 (COVID-19) has created an environment unlike previously experienced within the past century. The District and MEA staff have continued to be committed to students and families in providing essential educational services to the students in our community.

Acknowledging the health, welfare, and socio-emotional impacts of COVID on staff, families, and students, during the 2020-2021 school year, the District offered an Early Retirement incentive for those who chose to retire that equated up to 60% of one year's salary. The incentive was provided while the District saw unprecedented State budget deferrals of forty-six million nine hundred thousand dollars (\$46,900,000).

From the onset of COVID 19 and economic crisis, MUSD made staff and their employment a priority. Most importantly no employees were laid off or saw a reduction of hours/pay. The District did receive approximately twenty-three million dollars (\$23,000,000) from the State for PPE and COVID related expenditures to keep schools safe and open. The District appropriately dedicated those funds to providing the highest level of PPE and safety protocols in San Joaquin County/California to maintain safety as the highest priority for students and staff. The District developed and utilized electronic daily symptom check systems for students and staff to allow for contact tracing to be prioritized, hired additional staff for contact tracing, provided a dedicated committee to focus on COVID 19 protocols and contact tracing. The District purchased and placed ventilation Opti-Clean air scrubber units in every classroom and building in the District, removed drinking water fountains and replaced them with water bottle fill stations, provided additional handwashing stations on all facilities, purchased and installed outdoor tented areas for students/staff to utilize for lunch or instructional activities. Restricted visitors on campus and developed walking paths to reduce the potential for cross contamination. The District engaged in interactive dialogues with staff to allow for individualized support and accommodation. An on-going Data Tracking Dashboard for transparency in communication. Vaccination opportunities were provided for all staff. Additionally, the creation of a three-phase model of instruction allowed for the safest return to instruction for students under ever evolving conditions. In keeping in line with Board goals, the District and staff continue to stay student focused to offer robust educational programs to accelerate learning for all students. Despite these unprecedented times MEA members have risen to the challenge and as such:

1. The District and MEA agree to a two thousand three hundred fifty dollar (\$2350.00) one-time off salary schedule stipend. This amount will be prorated based on ten percent (10%) per month worked.
2. The District and MEA agree to a three hundred fifty dollar (\$350.00) one-time off schedule stipend to members who are fully vaccinated by June 30, 2021.
3. Items #1 and #2 will be paid out in July 2021.
4. This agreement shall be considered non precedent setting and shall not change or modify any existing components of the collective bargaining agreement or past memorandums of understandings regarding salary and/or health and welfare benefits.
5. The District and Manteca Educator's Association agree to a two year trial of an Early Release Wednesday Schedule. The purpose of this new schedule will be to provide staff development opportunities for elementary staff during Wednesdays for the 2021-22 and 2022-23 school years. The new schedule will develop a minimum day schedule where students will be released early to allow for certificated members to participate in professional development activities at the school sites or District Office. These minimum Wednesdays will not be considered flexible. These minimum days will be in addition to the current 10 flexible minimum days staff receive. The professional development activities will be organized to include at minimum:
 - o 10 Teacher directed PLC/Collaboration days/Teacher Planning
 - o 10 Site directed P.D. days
 - o 10 District directed P.D. days

With the utilization of the Early Release Wednesday schedule, site administration will make every effort to limit afterschool staff meetings throughout the month.

At the conclusion of the two year trial MEA and the District agree to meet by the end of February 2023 to determine the effectiveness of the ERW program.

The ten flexible minimum days for 2021-2022 are:

August 20, September 10, October 8, November 24, December 17, January 14, March 11, April 14, 29, May 27.

The ten flexible minimum days for 2022-23 are:

August 19, September 9, October 7, November 23, December 16, January 13, March 10, April 6, 28, May 26.

The parties agree that the dates listed may be altered or changed by mutual agreement.

The parties agree nothing in this MOU shall be construed as establishing past practice or precedent. This MOU is subject to approval by the District's Board of Trustees.

Dated: 5/11/2021

Steve Grant

Steve Grant
Lead Negotiator, MEA

Rob Vannoord

Rob Vannoord
President, MEA

Dated: May 11, 2021

Roger Goatcher

Roger Goatcher
Deputy Superintendent

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

September 7, 2022

Overages


The Manteca Unified School District ("DISTRICT") and the Manteca Educators' Association ("MEA"), enter into this Memorandum of Understanding ("MOU") regarding extra salary provisions for elementary combination classes, overages for elementary special day classes, and overages for general education class sizes for the 2022-2023 school year.


The District recognizes the unique requirements and demands placed on elementary school teachers who teach combination classes, and elementary classes that take extra students above the current class size limits. In recognition of these extra requirements and demands, the District agrees to the following for the 2022-23 school year:

- a. Elementary teachers who are assigned and teach a combination class will receive an increase to the extra pay provision from \$150 to \$350.
- b. Elementary special day class teachers who agree to go over their case load by up to two students and receive extra students will increase the extra pay provision from \$200 to \$350.
- c. Elementary general education classroom teachers who agree to go over their class size maximum and receive extra students will be compensated \$200 per student with a maximum overage of two students over the class size maximum.
 - i. Going over the class size maximum will be voluntary on the part of the classroom teacher.
 - ii. The District agrees to not go over the District average maximums as determined by the Grade Span Adjustment Side Letter. (Kindergarten 24-1 and 1st thru 3rd grade 26 -1)


This MOU does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until June 30, 2023. This MOU may be extended only with written mutual agreement.

For MEA


Steve Grant, Bargaining Chair


Michael Berchtold, Vice President MEA

For MUSD


Roger Goatcher, Deputy Superintendent

Memorandum of Understanding
Between Manteca Unified School District
And
Manteca Educators' Association

January 9, 2023

Additional Salary applied to Base LCFF

The Manteca Unified School District (District) and Manteca Educators' Association (MEA) concluded the Salary and Health Welfare Benefits for the 22-23 school year with ratification by MEA and adoption of the Board of Trustees on April 16, 2019. For the 22-23 school year certificated members have received a 5.58% salary increase applied to salary schedule effective July 29, 2022 if paid over twelve months or effective August 31, 2022 if paid over eleven months. Additionally, active members employed during the 2021-22 school year earned a one-time salary bonus of \$5,000.00 paid on July 30, 2022 to conclude negotiations associated with salary through 2026. The State adjustment to the base LCFF for the 22-23 school year triggered language agreed upon in the Master Agreement. The District will be applying an additional salary increase to certificated members. The District and MEA enter into this Memorandum of Understanding ("MOU") to complete negotiations for all impacts and effects regarding the reopener language and agree to the following:

The District and MEA in good faith, negotiated the following language, in the event the state were to apply additional monies to the LCFF Base Grant.

Item (1) Salary, Section a, Subsections I and II.

I. If the District receives extra monies to the LCFF Base Grant above the projected COLA, MEA's net fair share of total compensation will be 52%. Both parties recognize Fair Share to equate to a zero sum budget that takes into consideration extra cost the District has to incur each year above the prior year's expenditure in the process of doing the District's business such as increases from one year to the next in the areas of special ed, additional FTE due to growth, and STRS increase.

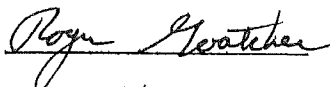
II. As part of the 52% of fair share described in the above paragraph, if District receives an increase to the LCFF Base Grant of at least \$435 in ADA in addition to the projected COLA, stipends for extra salary provisions and extended work year will be increased \$1,000 beginning in 2020/2021."

The parties agree to the following:

1. When the District applies the agreed upon formula for the extra salary provision for Certificated members it will utilize the beginning teacher salary schedule versus the average teacher salary schedule when calculating the additional cost for teachers: (\$59,792 (base salary) + \$25,008 (fringe benefits) = \$84,800) This equates to 1.79% (See attachment A)
2. The District will provide a \$1,000 increase towards the Stipend positions (School Psychologist, School Nurses, Speech Therapists, Behavior Specialists, Adapted Physical Education Specialist, Program Specialists, Lead PS, Counselors, Lead Counselor, RSP Teachers, MDS Counselor, and SDC teachers) which shall be part of the total compensation as indicated subsection 1b of the Master agreement. The \$1,000 stipend equates to .21% - 1.79% = 1.58% remaining to be applied to Salary for all certificated employees.
3. The salary and the \$1,000 stipend for the above listed positions will be retroactive to July 1, 2022.

This MOU does not create any precedents nor establish the status quo for future bargaining purposes. The District and MEA agree to actively support ratification and approval of this agreement.

For The District:



Roger Goatcher

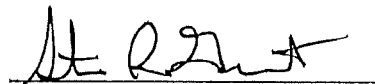
Deputy Superintendent

For the Association:



Kris Hensley, Bargaining Chair

Manteca Educators' Association



Steve Grant, President

Manteca Educators' Association

Attachment A

Manteca Unified School District
 MEA Net Fair Share Calculation - LCFF Base Grant 6.70% Increase Above COLA (adjusted starting salary range)
 2022-23 45-DAY REVISE BUDGET INCLUDING AB185

| | | |
|---|--------------------|--------------------|
| Total Base plus Grade Span Increase | | 14,129,075 |
| Less: Change in County LCFF Transfer (7142) | | <u>(215,020)</u> |
| Net Increase to LCFF Base | | 13,914,055 |
| Less: Zero Sum Adjustments (unrestricted) | | |
| Salaries/Benefits for Certificated Growth Positions (20.3 FTE*) | (1,772,760) | |
| Projected Cost due to STRS/PERS Rate Increases | (2,930,653) | |
| Budgeted Increase to Special Ed GF Contribution | <u>(3,702,151)</u> | |
| | | <u>(8,405,564)</u> |
| Net Increase to LCFF Base Adjusted for Zero Sum Costs | | 5,508,491 |
| MEA % | | <u>52%</u> |
| MEA Fair Share Amount | | <u>2,864,415</u> |
| MEA Fair Share % | | <u>1.79%</u> |
| 2022/23 MEA Cost of 1% | | 1,600,850 |