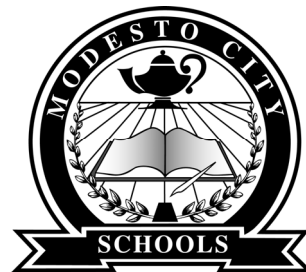


MODESTO CITY SCHOOLS

and

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION,
CHAPTER 007**



COLLECTIVE BARGAINING AGREEMENT


JULY 1, 2023 – JUNE 30, 2026

AGREEMENT
Between
MODESTO CITY SCHOOLS
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS MODESTO CHAPTER, 007

The 2023-2026 Collective Bargaining Agreement between Modesto City Schools and the California School Employees Association and its Chapter 007 (CSEA) shall be changed to include the attached provisions when ratified by CSEA and the Board of Education of Modesto City Schools.

MODESTO CITY SCHOOLS

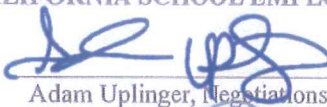
By


Mike Henderson, Chief Negotiator

6-1-23
Date


CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, MODESTO CHAPTER 007

By


Adam Uplinger, Negotiations Chairperson (Labor Relations Rep.)


6/2/2023
Date

By


Dahlia Estrada, Transportation Representative

6-1-23
Date

By


Ray Hickman, Special Services Representative

6-1-23
Date

By


Rodrigo Magana, Maintenance Representative


6-1-23
Date

By


Gracie Martin, Family Services Specialist Representative

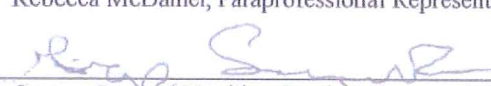
6-1-23
Date

By


Rebecca McDaniel, Paraprofessional Representative

6-1-23
Date

By


George Sawyer, Nutrition Services Representative

6-1-23
Date

By


Carol Serpa, CSEA Chapter President 007

6/1/23
Date

By


Rosemary Willett, Clerical Representative

6-1-23
Date

By


Matt Yonan, Maintenance Representative

6-1-23
Date

Ratified by Modesto City Schools Board of Education and the California School Employees Association, Modesto Chapter 007 on:

By


Carol Serpa, CSEA Chapter President 007

6-20-23
Date

By


Chad Brown, Board President, Modesto City Schools

6-20-2023
Date

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ARTICLE 1

RECOGNITION

1.1 The Modesto City School and High School Districts, hereinafter referred to as “District,” acknowledges the California School Employees Association and its Modesto Chapter 007, hereinafter referred to jointly as “CSEA,” as the exclusive bargaining representative of the District’s classified employees for the unit which includes all classified employees of the District, except those employees who are management, supervisory, confidential, short-term or substitute.

1.2 For the purposes of this agreement CSEA represented classified employees may be referred to as any or all of the following throughout this agreement:

- employee(s)
- district employee(s)
- classified employee(s)
- classified bargaining unit employee(s)
- employee(s) in the unit
- employee(s) in the classified service
- classified personnel
- member(s)
- unit member(s)
- bargaining unit member(s)
- classified bargaining unit member(s)
- CSEA bargaining unit member(s)

1.3 Substitutes can only be used for sixty (60) days or less for a vacancy. The sixty (60) days may be extended by mutual agreement.

1.4 In accordance with Assembly Bill 670 (2017), the Parties agree the Yard Duty Supervisor Classification is now part of the classified service.

Probationary status, permanent status, seniority, and anniversary for Yard Duty Supervisors that did not previously hold another classified position, prior to the execution of this Agreement, shall be no earlier than January 16, 2018. The District shall rank Yard Duty Supervisors employed as of January 16, 2018, by school site. The ranking shall be based on an evaluation of each Yard Duty Supervisor’s experience calculated electronic District payroll records. The ranking shall be used to break ties in seniority.

The District will follow Article 16, Evaluations, of the Collective Bargaining Agreement. After completion of their one-year evaluation, a Yard Duty Supervisor that has served a minimum of five (5) complete, consecutive school years (a complete school year is defined as 75% of the number of student instructional days) will be eligible for bi-annual evaluations, per Article 16.1.3.

ARTICLE 2

DURATION OF CONTRACT

- 1 2.1 The duration of the Agreement shall be from July 1, 2023 through June 30, 2026.

ARTICLE 3

NEGOTIATIONS

1 3.1 For the 2024-25 and the 2025-26 school years, Article 6 (Health & Welfare) and
2 Article 7 (Pay & Allowances) are automatic reopeners. Each party will be granted up
3 to two (2) additional articles to reopen per school year.
4

5 Negotiations for the 2023-24 school year is completed.
6

7 3.2 The District will make known its written proposal at the regularly scheduled Board
8 meeting in which CSEA's written proposal is officially received by the Board of
9 Education.
10

11 3.3 CSEA may also reopen solely on matters hitherto not subject to negotiation if the
12 scope of negotiations under the Rodda Act is broadened by state statute.
13

14 3.4 This Article does not preclude either party from meeting the requirements of Section
15 3547 of the Government Code prior to the official reopening date.
16

17 3.5 If the District reaches a final, ratified agreement with any other group of District
18 employees (MTA or MCS Managers) which provides for an across-the board ongoing
19 total compensation increase (salary/benefits) that is greater than negotiated with
20 CSEA, then negotiations shall be reopened in these areas to discuss the distribution of
21 additional compensation (salary/health benefits).
22

23 3.6 Initial Proposals shall be submitted no later than the Board meeting in June for the
24 upcoming school year.
25

26 3.7 Negotiations shall take place at times and places mutually agreeable to the parties.
27

28 3.8 The District agrees to schedule an initial exploratory meeting to discuss an
29 Apprenticeship Program on or before September 30, 2015. The District agrees to
30 schedule any additional meetings to further discuss based upon outcome of the initial
31 meeting.
32

33 3.9 Negotiated items will go into effect the first business day of the next month once it
34 has been ratified by CSEA and the Board of Education, unless otherwise stated in the
35 agreement.

ARTICLE 4

RULES AND PROCEDURES

- 1 4.1 The District retains the right to make, modify and enforce reasonable rules and
2 procedures consistent with this agreement.

ARTICLE 5

BOARD POLICIES

- 1 5.1 Provision of officially adopted Board Policies and/or Administrative Regulations
- 2 within the scope of representation of Section 3543.2 of the Government Code, but not
- 3 included in this Agreement, may not be modified without consultation with CSEA.

ARTICLE 6

HEALTH AND WELFARE

6.1 An eligible bargaining unit member is a 6-8 hour employee who is in paid status. An employee who separates from the District or is in unpaid status with the exception of someone on FMLA (i.e. does not receive the monthly Health and Welfare contribution), is not an eligible bargaining unit member.

6.2 For the 2022-23 negotiations cycle, the District shall contribute up to \$1,200 per month for all full-time unit members hired before May 19, 1998. This increase will be effective the month following ratification of this agreement. The following schedule displays the percentages that shall be applied to the full-time rate to determine the amount of District fringe benefit contribution based on the unit member's date of hire and contracted hours:

	<u>Unit Members</u>	
	<u>Prior to 5/19/98</u>	<u>On or After 5/19/98</u>
6-8 Hours	100% of Maximum District Contribution	100% of Maximum District Contribution
4-5.99 Hours	87% of Maximum District Contribution	67% of Maximum
2-3.99 Hours	43.5% of Maximum District Contribution	NA
Less than 4 hours		0%

If an employee hired before May 19, 1998, moves up or down in hours following ratification of this agreement, it shall be considered "in continuous service" and he/she will receive the benefit in place prior to the ratified changes.

MANDATED ENROLLMENT:

Effective with the Open Enrollment period for coverage in the 2022 benefit year (January 1 to December 31), each eligible employee shall be required to enroll in the District-selected medical health and welfare program, except, the District shall permit an eligible employee to opt out of the District's medical health and welfare benefit program if the eligible employee can provide sufficient proof to the District of other group medical health insurance coverage. The term "other group medical health insurance coverage" shall not include Covered California or a Health Care Sharing Program. An employee who opts out pursuant to this term does not receive cash in lieu.

1 EXCEPTION TO MANDATORY ENROLLMENT (PROOF OF GROUP
2 COVERAGES):

3
4 An employee hired before April 1, 2021 who is employed six hours or more per day
5 and provides certification of other group medical health insurance coverage may opt
6 to have the District pay \$575 per month, cash in lieu, which shall be prorated
7 accordingly. Such payment shall be in lieu of medical coverage paid by the District
8 and shall be initiated only following the employee's certification, on a form
9 prescribed by the District, of alternative other group medical health insurance
10 coverage. An eligible employee receiving cash-in-lieu must submit a cash-in-lieu
11 request annually during Open Enrollment to renew and certify active enrollment in a
12 medical health benefit coverage under a group plan. The District may grant an
13 employee an extension on a case by case basis.
14

15 Mandatory Coverage/No Proof: Exception to mandatory coverage (no proof of group
16 coverage) expires effective the 2024 benefit year. Eligible employees that do not
17 provide certification of other group medical health insurance may receive monthly
18 cash in lieu as follows:
19

20 <u>Benefit Year:</u>	21 <u>Amount:</u>
22 April 1, 2021	\$400 per month
23 January 1, 2022	\$200 per month
24 January 1, 2023	\$100 per month
25 January 1, 2024	\$ 0 per month

26
27 (As of January 1, 2024, each eligible employee must enroll in the District-selected
28 medical health and welfare program or provide sufficient proof to the District of other
29 group medical health insurance coverage. The term "other group medical health
30 insurance coverage" shall not include Covered California or a Health Care Sharing
31 Program). An employee who is otherwise provided basic group medical coverage
32 may opt to have the District pay \$575 per month cash-in-lieu, which shall be prorated
33 accordingly.
34

35 PLAN SELECTION:

36
37 An employee hired before April 1, 2021 and who currently is enrolled in District-
38 selected medical health and welfare program has until the end of the Open Enrollment
39 period for coverage in the 2022 benefit year to opt out of the District's medical health
40 and welfare program and in accordance with this paragraph receive \$575 per month
41 cash in lieu (amount prorated accordingly as noted above).
42

43 Effective July 1, 2023, an employee eligible for cash in lieu is defined as an employee
44 hired before April 1, 2021 and who is receiving cash in lieu (pursuant to providing
45 proof of other coverage as stated herein) during the 2023 benefit year. Going
46 forward, an employee receiving cash in lieu may, during the open enrollment period,

elect to enroll in the District's medical health and welfare program. However, an employee enrolled in the District's medical health and welfare program shall not be allowed to receive cash in lieu if electing to opt out of the program. The intent is to not allow additional employees to receive cash in lieu beyond those already receiving cash in lieu during the 2023 benefit year. With each open enrollment, employees shall continue to be able to opt out pursuant to meeting the requirements of section 6.2 – Mandated Enrollment.

Commencing April 1, 2021, any new employee or employee that becomes eligible to receive benefits (2-hour employee has hours increased to 6 hours) must be enrolled in the District's medical health and welfare program. Such employee is not eligible to receive a cash in lieu benefit.

Service in a temporary or substitute assignment shall not be included in the determination for eligibility for health and welfare benefits.

District employees who are married (or domestic partners) who work 6-8 hours per day will each be given up to \$1,200 per month if they enroll in a District-selected medical health and welfare program plan, that includes both District employees.

In the event the cost of the health and welfare benefit coverage exceeds the District's contribution, each eligible employee shall be responsible for the additional cost and shall be subject to mandatory monthly payroll deductions to cover the difference between the actual cost of the employee's health and welfare benefit coverage and the District's contribution. In the event the cost of health and welfare benefit coverage is less than the District's contribution, each eligible employee may apply the remaining benefit toward dental or vision benefits.

6.3 TYPES OF BENEFITS

6.3.1 Unit members are eligible to join health insurance within 60 days from the date of employment and, vision and dental plans within 30 days from the date of employment. (Coverage to be effective the first of the following month if hired before the 15th of the month, or the first of the second succeeding month if hired after the 15th of the month.)

To be eligible for medical an employee must be a CalPERS member and work 4 hours per day or more. To be eligible for vision and/or dental insurance, an employee must be working at least 10 hours per week.

An employee who is not covered in the health insurance plan within 60 days from date of employment may request a HIPAA late enrollment with a 90 day wait period. A CalPERS health benefits enrollment form (currently the HBD-12) must be filed with the Benefits Department. A waiver must be filed with the Benefits Department if the employee does not elect health insurance coverage (employee must provide proof to the District of other group medical

health insurance coverage). Otherwise the employee will be defaulted into the lowest cost plan.

6.3.2 WORKERS' COMPENSATION INSURANCE: All employees of the District are covered by Workers' Compensation Insurance for injuries which are determined to be compensable under Workers' Compensation Law. Injuries must be reported immediately to the employee's supervisor and an accident report completed in compliance with the compensation insurance laws. An injured person requiring medical care should report to a medical doctor of the employee's choice.

The District will continue to evaluate whether employees can return to work as determined by the Physician's Return to Work Statement. The District will provide options for the modified work program either within or outside of the duties of the employee's classification whenever possible. Employees will adhere to all requirements as directed by the District's workers' compensation insurance carrier.

The District will commit to one additional Superintendent Meet and Consult per school year dedicated to considering CSEA's suggestions regarding the Return to Work Program.

6.3.3 TAX SHELTERED ANNUITIES/DEFERRED COMPENSATION PLANS: Tax sheltered annuity and deferred compensation contracts are made possible by payroll deduction for District – approved providers. Deadline for submission of annuities is the 10th of the month in which the deduction is to be made.

6.3.4 Effective July 1, 2021, the District's contribution to the CSEA Retiree Medical Trust Fund in the current year shall be an amount equal to .70% of the classified salaries (unrestricted resources only (2000-2999) excludes benefits) as calculated on the unaudited actuals for the prior fiscal year. (Delete Attachment 8 regarding CalPERS dated 12-13-2012.)

6.3.5 LONG-TERM DISABILITY AND ACCIDENTAL DEATH INSURANCE: All classified employees employed 30 hours per week or more, are covered by a long-term disability plan which provides two-thirds of the insured's monthly salary after 90 days of total disability or expiration of sick leave, whichever comes later. The maximum disability period is determined by the certificate of insurance. Use of vacation is not necessary to qualify.

Effective date of coverage is the first of the following month if the hire date is prior to the 15th; if hired the 16th or later, coverage is effective the first of the month following one full month of employment.

Employees employed 30 hours per week or more are also covered by a 24-hour accidental death and dismemberment insurance plan (maximum policy benefit is \$50,000.00).

6.3.6 INCOME PROTECTION INSURANCE: Classified employees may elect to join an income protection plan within the first 90 days of employment. The premium may be paid by payroll deductions.

6.3.7 LIFE INSURANCE: Classified employees who are members of the California School Employees Association are eligible to join a term life insurance plan. The premium may be paid by payroll deduction.

6.3.8 CANCER PLANS: All classified employees are eligible for a District and Union approved Cancer Plan. Classified employees must work 20 hours or more per week. The coverage begins the first of the month following carrier approval.

6.4 GENERAL PROVISIONS

6.4.1 Any change in carrier during the term of this Agreement shall be mutually agreed to by both parties.

6.4.2 Fringe Benefit Information – In a timely fashion, the District shall make a good faith effort to inform members of the unit of current and pertinent options open to them relating to fringe benefits.

6.4.3 It is understood and agreed by the parties that references to coverage under benefit plans are subject to the benefit policies with carriers, and that the benefits provided by these policies are subject to modification by the carrier.

6.4.4 It is further understood and agreed that the provisions of this section are applicable and controlling concerning the premiums and the method of payment for such benefits.

6.4.5 All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time classified employees shall be entitled to all leaves and benefits granted by the Governing Board to a majority of the regular full-time employees in the classified service of the District or to regular full-time employees in the same classified positions or general class of positions; but such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to 8 hours per day, 40 hours per calendar week, 4 calendar weeks per month, or 12 calendar months during the year.

1 Except for prorating benefits for part-time employees as herein authorized, the
2 Governing Board shall provide at least the same benefits for all regular
3 employees in the classified service as it provides for the majority of such
4 employees. This section 6.4.5, shall not apply to those benefits authorized
5 under the provisions of Article 1 (commencing with Section 53200) of the
6 Government Code.
7

8 6.4.6 Subject to carrier approval, the District will permit bargaining unit members
9 who serve less than 4 hours per day to purchase health and welfare benefits.

ARTICLE 7

PAY AND ALLOWANCES

7.1 Any negotiated salary schedule adjustment to an individual employee's compensation will be effective based upon the employee's pay cycle.

A 6.0% increase to the CSEA Classified Unit salary schedule shall be effective retroactively to July 1, 2022, or the beginning of the 2022-2023 school year pay cycle as applicable.

For the 2022-23 school year, the District shall make two one-time, off the salary schedule payments of \$2,000 to each bargaining unit member. The first payment will be made in December 2022 to each bargaining unit member in active status as of October 31, 2022. The second payment will be made in May 2023, to each bargaining unit member in active status as of March 31, 2023. The second payment is contingent on the District not being subject to monetary penalty associated with Grade 9-12 instructional minutes for the 2021-22 audit.

A 6.5% increase to the CSEA Classified Unit Salary Schedule shall be effective July 1, 2023 or the beginning of the 2023-24 school year cycle as applicable.

Effective July 1, 2023, a Step 13 Placement 25 will be added to the Classified Unit Salary Schedule. The hourly rates in the Step 13 column will be the amounts in Step 12 in the respective range, plus 5.0%. Step 12 will be revised to reflect Placements 18-24.

7.2 REGULAR RATE OF PAY: The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in the applicable Classified Salary Schedule.

7.2.1 Commencing the 2007-2008 school year and each succeeding school year thereafter, the District and CSEA, for the purpose of negotiations, shall calculate the District's actual state funded COLA percentage based on the funded state formula calculated COLA applied to the District's funded ADA.

7.3 EARLY CHILDHOOD EDUCATION (ECE):

7.3.1 Beginning July 1, 2014, the number of contracted days will be increased with the corresponding increase in salary for the following classifications:

- State-Early Childhood Education Paraprofessionals: 181 contract days (177 student attendance days, 1 staff development day, and 3 staff work days)
- Head Start – Part Day Paraprofessionals: 181 contract days (172 student attendance days, 3 staff development days, and 6 staff work days)

7.3.2 Salary Schedule Alignment: Effective July 1, 2022, all Early Childhood Education classified employee positions will be placed on the existing CSEA Regular Salary Schedule with no adverse impact to employees.

7.4 NUTRITION SERVICES RATE OF PAY:

7.4.1 Beginning July 1, 2013, Nutrition Services Assistant III's and Nutrition Services Assistant IV's will receive two (2) additional work days to conduct District directed activities.

7.4.2 Salary Schedule Alignment: Commencing the 2019-20 school year, all Nutrition Services positions will be placed on the existing CSEA Regular Salary Schedule with no adverse impact to the employees. This is accomplished by making the following proposed adjustments:

- a. Nutrition Services classifications advance two Ranges, with the exception of the Custodian classification.
- b. In the 2018-19 school year, there is 1.0 FTE Custodian in Nutrition Services. This existing position remains on Range 26, but the individual currently serving in the position is advanced to Step 11.
- c. The intent is to combine the salary schedules and depending on the Range/Step of the individual it would be \$0.22 to \$0.66 per hour. The Custodian increase would be \$0.38 per hour by increasing to Step 11.

7.4.3 Beginning July 1, 2014, Nutrition Services Assistant I's three (3) hours and above working at the comprehensive high schools, Snack Bar Operators, and Assistant to the Nutrition Services Supervisor 9-12 will receive one additional work day to conduct District directed activities.

7.5 PAYCHECKS: All regular paychecks of employees shall be itemized to include all authorized deductions jointly agreed upon by CSEA and the District. All employees shall be paid once per month, payable on the last working day of the month, except for December. The December warrant will be dated the first banking day in January of the following year. If the normal pay date falls on a holiday, the paycheck will be issued on the preceding work day.

7.6 PAYROLL ERRORS: Any payroll error shall be corrected and an appropriate supplemental check issued within five (5) workdays following the determination that an error has occurred. Extensions may be granted upon mutual agreement in writing between the parties.

1 7.7 LOST CHECKS: Any paycheck for an employee which is lost after receipt or which
2 is not received within five (5) working days of mailing, if mailed, shall be replaced as
3 soon as possible following the employee's request to the Payroll Department for
4 replacement of the check.
5

6 7.8 ANNIVERSARY DATE: The anniversary date governing placement on the
7 schedule, sick leave, vacation, evaluation dates and longevity benefits shall be based
8 on the first day of paid service with the District. The employee's individual
9 anniversary date shall be the 1st of the month in which actual employment begins or
10 the first of the following month if actual employment begins after the 15th of the
11 month.
12

13 7.9 PAY INCREASES: All employees will be eligible to receive a one-step increase on
14 the salary range of their classification on July 1st of the subsequent year until they reach
15 Step 6 of the salary range for their classification. This is in effect for all employees
16 with an anniversary date by December 1st. If the employee's anniversary date is after
17 December 1st, the advancement would not take place until the following July 1st.
18

19 After serving in a position on Steps 6 (placements 6, 7, 8, 9 and 10), a unit member will
20 be eligible for advancement to Step 11 on July 1st.
21

22 After completing seven (7) consecutive full years on Step 11 (placements 11-17), the
23 employee will be moved to Step 12.
24

25 After completing seven (7) consecutive full years on Step 12 (placements 18-24), the
26 employee will be moved to Step 13 (placement 25).
27

28 7.10 SCHEDULE OF PAYMENTS
29

30 7.10.1 LAST WORKING DAY OF THE MONTH: Regular monthly employees will
31 be paid the last working day that the District Office is open for business,
32 except for the month of December, which will be paid the first banking day in
33 January.
34

35 Effective with the January 2018 pay cycle for service performed in the month of
36 January 2018, Yard Duty Supervisors shall be paid in accordance with Section
37 7.10.1. Yard Duty Supervisors shall be compensated in accordance with the
38 approved classified hourly salary schedule which shall be consistent with the
39 California minimum wage. Hours shall be paid in increments of not less than one
40 quarter (.25) hour for each work period. Work period is defined as the beginning
41 and ending of a particular time of the school day (e.g. 8 a.m. to 8:45 a.m.).
42

43 7.10.2 15TH OF THE MONTH: Salary differential for dual assignments, extra duty
44 time, and overtime shall be paid the 15th of the month.
45

1 7.11 MILEAGE: The mileage reimbursement rate shall be the maximum allowable
2 federal mileage reimbursement rate without attribution to income.

3
4 7.12 UNIFORMS AND DRESS: The District shall provide or pay the cost of the
5 uniforms, identification badges and cards required by the District to be worn or used
6 by bargaining unit employees.

7
8 Commencing the 2017-18 school year, per Government Code 20636.1, the District
9 will report to CalPERS all eligible uniform allowances as compensational earnings
10 for employees who have been CalPERS members prior to January 1, 2013.
11 Employees in the following classifications; School Safety Officer, Bus Operator, Bus
12 Monitor, Bus Maintenance Assistant/Operator, School Bus Instructor/Dispatcher,
13 Campus Supervisor, Security Patrol/Call Center Technician, and employees classified
14 in the Maintenance and Operations Department may be provided uniforms, which
15 will be issued and replaced at the discretion of the District.

16
17 All employees in the classification of School Safety Officer, as of the first month of
18 service who are issued a uniform shall be supplied with non-safety equipment
19 uniforms of a value not to exceed \$950 per fiscal year (July 1-June 30). Safety
20 equipment will be provided by the District as determined by the District, and will be
21 excluded from the Public Employees' Retirement Plan's definition of compensation.

22
23 All employees in any other classification/department listed above, excluding School
24 Safety Officer, as of the first month of service, who are issued a uniform shall be
25 supplied with non-safety uniforms of a value not to exceed \$200 per fiscal year (July
26 1-June 30).

27 All deductions from the value for uniform reimbursement shall be in accordance with
28 State and Federal law, including but not limited to the Public Employees' Retirement
29 Plan's definition of compensation for employees who became members prior to
30 January 1, 2013

31
32 Maintenance and Operations, and Transportation (shop personnel): The District shall
33 provide up to \$300.00 per year towards the purchase of one (1) pair of steel-toed
34 footwear, unless alternative safety footwear is otherwise approved by the immediate
35 supervisor due to needs of a specific job classification for positions assigned to
36 Maintenance and Operations classifications (excluding clerical staff) and
37 Transportation (shop personnel). The District, in consultation with CSEA, will
38 identify approved vendor(s) for purchase. It shall be a safety rule of the District that
39 employees are required to wear steel-toed or alternate District approved footwear on a
40 daily basis. Employee(s) shall provide necessary documentation upon request. Any
41 reimbursements for the 2022-23 school year must be submitted on or before July 17,
42 2023.

43
44 All nutrition services bargaining unit members will be provided two (2) non-plastic
45 aprons per year (dark color preferred).

1 7.13 CPR CERTIFICATION TRAINING: Beginning July 1, 2019 the District will
2 provide CPR Certification Training for bargaining unit members who have this as a
3 requirement in their job description at no charge to the employee.
4

5 7.14 PROMOTION PLACEMENT: When an employee is promoted, he/she shall be
6 assigned to the step in the new range which gives him/her an increment of at least 5%
7 above his/her present salary within the current salary schedule. The employee may be
8 placed on the last step of the appropriate range if that is the maximum allowable for
9 the class. Such placement may result in less than a 5% raise. Step 13 is not
10 considered for promotional placement determination nor used for determining
11 differential rate of pay, except as noted below.
12

13 A unit member shall be placed on Step 12 of a promotional assignment in the event
14 the placement on Step 12 of a promotional assignment is necessary to provide a 5%
15 increment normally given for assignment in a higher classification. The maximum
16 step for promotional purposes is Step 12, except as follows: in the event a bargaining
17 unit member is currently on placement 24 or 25, they shall be allowed to promote to
18 Step 13 (placement 25) if that placement is needed in order to achieve the 5%
19 increase.
20

21 If a member is on Step 6 (placements 6-7-8-9-10) for 5 years in their current category
22 and they take a promotional placement, and if 5% only allows the employee to go to
23 placement 10, then they must stay at placement 10 for 1 year before they move to
24 Step 11 in the promotional assignment. The placement process described in this
25 paragraph shall be applied in the same manner for a member on Step 11 (placements
26 11-17) and Step 12 (placements 18-23) in a promotion situation.
27

28 7.15 SALARY SCHEDULE PLACEMENT: A new employee will be placed on Step 1 of
29 his/her classification. In order to be considered for salary advancement, the employee
30 must submit documentation to verify such experience to the Human Resources Office
31 within 60 calendar days of employment.
32

33 Like Position: An employee with experience in a like position of such experience
34 may receive a one-step advancement not to exceed Step 6 on the Classified Salary
35 Schedule. One year is equivalent to ten (10) months. Experience required for
36 eligibility for a position does not count toward experience for salary purposes unless
37 so designated by the District. Minimum experience as defined on the job description
38 will serve as criteria for "like position".
39

40 Directly Related Experience: A new employee with experience in a position directly
41 related to the classified assignment shall receive a one-step advancement for each
42 year of such experience not to exceed step 11 (placement on 11) of the Classified
43 Salary Schedule. "Directly related experience" is defined as verifiable experience
44 aligning with a minimum of half (50%) of the essential functions on the job
45 description for the classification to which the employee was hired. Only experience

that exceeds the minimum experience requirement as listed on the job description will be considered for salary purposes.

The experience in a “like position” or “directly related experience” must have been within the past 15 years.

Apprenticeship training in the same field can be substituted for the experience credit. Exceptions must be approved by the District but shall not constitute grounds for a grievance by other employees.

Final determination of salary placement, including exceptions due to unique circumstances, will be determined by the Associate Superintendent, Human Resources or designee.

Effective July 1, 2022, each bargaining unit member serving in the Yard Duty classification shall be placed on Range 23, Step 1. Thereafter placement advancement, as defined herein, will occur at the commencement of the fiscal year.

7.16 LONGEVITY: Recognition for length of service to classified employees is provided in a longevity plan.

7.16.1 In computing years of service, continuous total employment (except as in Education Code Section 45309) with the District is taken into account, regardless of position or department. Credit for continuous employment will be given for Board of Education approved paid leaves of absence. Military Service Leave is also included. Leaves without pay do not count towards the 60 months for longevity payment. The formula for computing longevity pay is as follows:

7.16.2 The first payment will be made effective the first payroll of the contract year following the completion of 60 months of paid service rendered. The anniversary date is the first day of the month following employment.

7.16.3 Effective the 2023-24 school year, longevity compensation will be based upon completion of years of credited service as outlined below. Employees will receive monthly longevity payments commencing with the first payroll of the contract year following the completion of 60 months of continual credited service with the District. Each additional year beyond 36 years of service will continue to earn an additional \$100 on longevity.

<u>Years of</u> <u>Service</u>		<u>Years of</u> <u>Service</u>	
5	\$ 700	21	\$2,300
6	\$ 800	22	\$2,400
7	\$ 900	23	\$2,500
8	\$1,000	24	\$2,600

1	9	\$1,100	25	\$2,700
2	10	\$1,200	26	\$2,800
3	11	\$1,300	27	\$2,900
4	12	\$1,400	28	\$3,000
5	13	\$1,500	29	\$3,100
6	14	\$1,600	30	\$3,200
7	15	\$1,700	31	\$3,300
8	16	\$1,800	32	\$3,400
9	17	\$1,900	33	\$3,500
10	18	\$2,000	34	\$3,600
11	19	\$2,100	35	\$3,700
12	20	\$2,200	36+	\$3,800*

* Longevity amount increases by \$100 each year after 36 years (e.g. 37 years = \$3,900; 38 years = \$4,000; and so on).

7.16.4 If an employee does not return from an unpaid leave of absence, the last day the employee worked prior to the leave of absence shall be considered the employee's last day of employment for purposes of computing prorated longevity pay.

7.16.5 The longevity payment at the commencement of the 60th month and all subsequent years will be paid monthly in prorated amounts.

7.16.6 Longevity computation is based on the first date of paid service.

7.16.7 If an employee resigns, retires, or exhausts all leave benefits and returns to the District, the computation of the 60 months will begin with the first day the employee returned to the District. Prior time will not be credited.

7.16.8 If an employee, on a 39-month reemployment list due to being laid off for lack of work/funds, returns to work within the reemployment period, his/her longevity pay shall be calculated to include all time earned prior to lay-off and shall henceforth continue to accrue.

7.17 CONTINGENCY LANGUAGE: During the term of this agreement, in the event the District receives additional undesignated funds, after the Association and the District have reached agreement on compensation for that year, negotiations shall be reopened in this area.

7.18 RECLASSIFICATION/EQUITY ADJUSTMENT PLACEMENT: Employees receiving a reclassification or equity adjustment may receive a range change, but will remain at current step unless progressing as part of an annual advancement.

7.19 ATHLETIC COACHING: Commencing the 2017-18 school year, a bargaining unit member serving in a stipend coaching position, grades 7-12, shall be compensated

equal to the base amount reflected in the classified athletic stipend schedule (see Classified Unit Salary Schedule).

7.20 For the 2023-24 school year, the District shall pay a lump sum payment of \$400 upon completion of District-approved professional development equal to a District-assigned six (6) hours in areas identified by the District with customer service as a priority area. An additional lump sum payment of \$400 will be paid for completing an additional six (6) hours, for a total of twelve (12) hours of District-approved professional development during the 2023-24 school year. This professional development opportunity is voluntary, shall not be performed during duty hours, and the time dedicated by a bargaining unit member is not compensable. This professional development is exclusive of any other professional development for which compensation is paid. The District will provide the appropriate form that will require supervisor and District level approval. Eligible hours commence upon ratification of the agreement and must be completed and submitted by June 30, 2024.

7.21 Early Notification Incentive

1. Providing an early notification incentive is intended to support the staffing process and ensure operational continuity while providing incentive to classified staff with plans to resign due to retirement or other reason to formalize their decision by a pre-determined deadline.
2. Commencing the 2023-24 school year, the District shall pay \$1,500 to a classified employee who submits an irrevocable letter of resignation that is effective no less than 90 calendar days from the date of receipt by the Human Resources department.
 - a. The incentive shall be inclusive of resignations submitted on or after July 1, 2023 provided the advanced notice timeline described in item #2 above was met.
3. To be eligible, the employee must be a current classified employee and must have completed a minimum of three (3) consecutive years of service (inclusive of the current year) in a classified position in the District. Breaks in employment/service in MCS shall disqualify employees from this incentive, unless the employee was rehired and fully reinstated based on the criteria in Article 11.11.
4. Payment to qualifying employees will be made via a special payment in the month of December for all separation dates up to November 30th, and in July for all separation dates from December 1st through June 30th. In all cases, payment shall not occur prior to the separation date (last day of work/paid service).
5. The District reserves the right to disqualify from eligibility from this agreement an employee who, during the applicable term of the agreement, is the subject of

- 1 dismissal and/or disciplinary proceedings including placement on administrative
2 leave due to misconduct. In addition, employees on unauthorized leaves of
3 absence during the applicable term of the agreement shall be disqualified from the
4 agreement.
5
- 6 6. The incentive program is contingent upon available funds and may be
7 discontinued by the District if it is determined that funding is not available.

ARTICLE 8

CHECK-OFF AND ORGANIZATIONAL SECURITY

1 8.1 CHECK-OFF:

2
3 CSEA shall have the sole and exclusive right to have membership dues deducted from
4 employees in the bargaining unit by the District. The District shall deduct and make
5 appropriate remittance for insurance premiums, credit union payments, savings bonds,
6 charitable donations, or other plans or programs jointly approved by CSEA and the
7 District.
8

9 8.2 DUES DEDUCTION:

10
11 8.2.1 The District shall deduct, in accordance with the CSEA dues schedule, dues
12 from the wages of all employees who are members of CSEA on the date of the
13 execution of this Agreement and who have submitted dues authorization forms
14 to the District.
15

16 8.2.2 The District shall not be obligated to put into effect any new or changed
17 deduction until the pay period commencing 15 days or more after the District is
18 notified of such change.
19

20 8.2.3 The District shall deduct the dues, in accordance with the dues schedule, from
21 the wages of all employees who after the date of execution of this Agreement,
22 become members of CSEA and submit to the District a dues authorization form.
23 CSEA certifies that it shall maintain employee dues authorization.
24

25 8.3 RELEVANT INFORMATION: CSEA agrees to furnish relevant information needed
26 by the District to fulfill the provisions of this Article.
27

28 8.4 HOLD HARMLESS: CSEA shall indemnify, save and hold the District harmless from
29 any and all claims, demands, or lawsuits, or any other action arising from this Article,
30 including reasonable attorney's fees for District legal counsel. CSEA shall have the
31 exclusive right to decide and determine which matters shall or shall not be
32 compromised, resisted, defended, tried or appealed.

ARTICLE 9

LAYOFF PROCEDURE

9.1 DEFINITIONS:

9.1.1 EMPLOYEE: An “employee,” for the purposes of this Article, is a member of the classified bargaining unit and has permanent status in a classification at the time the notice or right to a hearing was required or who became permanent in a classification after the date of the required notice.

9.1.2 LAYOFF: A layoff, for the purpose of this Article, shall be an involuntary separation from active service or reduction in hours due to lack of work and/or lack of funds.

9.1.3 SENIORITY: Seniority is determined by length of service which is defined as all hours in paid service within a classification plus all higher classifications and/or hire date.

“Paid service” is defined as all hours in paid status as a probationary or permanent member of the classified service, whether during the school year, a holiday, recess, or any period that a school is in session or closed. It does not include any hours compensated solely on an overtime basis or while on military leave, or unpaid illness leave, or unpaid industrial accident leave.

9.1.4 DISPLACEMENT (BUMPING) RIGHTS: An employee who is laid off from a classification and who has previous service in an equal or lower classification and who has greater seniority, shall have the right to bump the employee having the least seniority within the equal or lower classification that most closely approximates the employee’s total annual hours in that classification.

9.1.5 YARD DUTY SUPERVISORS: Bumping rights for Yard Duty Supervisors shall be based on seniority at the school site. The Yard Duty Supervisor ranking will be used to break ties in seniority.

9.2 PROCESS FOR DETERMINING REDUCTION IN HOURS:

The CSEA President shall be notified immediately when the District determines a reduction of hours is anticipated. The District shall refer any recommendation to involuntarily reduce hours/days to a committee at least 28 calendar days prior to presenting the recommendation to the Board of Education.

The committee composed of 3 members appointed by CSEA and 3 members appointed by the District shall meet during the above-referred 28 calendar days and consider any recommendations to reduce hours. If the committee fails to meet due to

1 CSEA's members opting not to meet, the District may go forward with its
2 recommendation.

3
4 Such consideration shall include, but not be limited to:

5
6 Needs of the individual employees affected by the considered reduction in
7 hours.

8
9 Educational needs of students.

10
11 Alternative ways to resolve conflicts that arise.

12
13 Alternative proposals.

14
15 The committee shall, by majority vote, no later than 12 days prior to the Board
16 meeting:

17
18 Recommend action to be considered by the Superintendent;

19
20 Recommend denial of the District's proposal action; or

21
22 Recommend alternative action.

23
24 The Superintendent shall consider the committee's written recommendations for
25 denial or alternative action prior to taking any further action.

26
27 If resolution of differences through the committee's involvement is not reached prior
28 to the time for a recommendation to the Board to take action, the District
29 administration and CSEA shall continue to discuss unresolved issues.

30
31 Reduction in hours/days shall not be made arbitrarily and shall be utilized only when
32 in the judgment of the District, the alternative of layoff, in the form of separation
33 from the District, shall be ineffective in meeting the needs of the District.

34
35 9.3 TIES IN SENIORITY:

36
37 9.3.1 If two or more employees subject to layoff have identical seniority within a
38 classification, the determinations as to who shall be laid off shall be made by
39 lot.

40
41 9.4 NOTICES:

42
43 9.4.1 A written notice of layoff, except for an employee serving in a specially
44 funded program, shall be given to the affected employees no later than March
45 15.

1 9.4.2 An employee employed in a specifically funded program that is expiring shall
2 be given written notice no later than 60 days prior to the effective date of the
3 layoff.
4

5 9.4.3 The notice of layoff shall contain: (1) the reason for layoff; (2) the
6 employee's displacement rights, if any; (3) the employee's reemployment
7 rights and an offer to discuss the employee's rights; and (4) a statement that
8 the employee may have CSEA representation at that meeting.
9

10 9.4.4 The preliminary layoff notice shall state the employee whose position has
11 been eliminated must notify the District within five (5) working days of the
12 notice if he/she will exercise displacement rights.
13

14 YARD DUTY SUPERVISORS: Bumping rights for Yard Duty Supervisors
15 shall be on seniority date at the school site. The Yard Duty Supervisor ranking
16 will be used to break ties in seniority.
17

18 Copies of layoff notices shall be available to the President of California
19 School Employees Association, Chapter #007, in the Human Resources
20 Department pursuant to Education Code section 45117.
21

22 9.5 REEMPLOYMENT RIGHTS: 23

24 9.5.1 Laid off persons are eligible for reemployment in the classification from
25 which laid off for a 39-month period and shall be offered reemployment in
26 reverse order of layoff.
27

28 An employee who accepted reduction in hours in lieu of layoff shall have an
29 additional 24 months to be reemployed in the former position or a total of 63
30 months from the date of the original layoff.
31

32 9.5.2 Notification for reemployment shall be made by personal service or by
33 certified mail to the last known permanent address on file with the District
34 Human Resources Department.
35

36 9.5.3 Copies of notices for reemployment shall be available to the President of the
37 California School Employees Association, Chapter 007, in the Human
38 Resources Department.
39

40 9.5.4 The laid off person shall accept or reject the opportunity for reemployment to
41 a formal or equal position within 24 hours following personal service of the
42 notice, notification by telephone, or receipt of the notice by certified mail.
43 Failure to accept 2 offers of employment shall be just cause to remove the
44 employee's name from the reemployment list.
45

- 1 9.5.5 If the person accepts reemployment, he/she must report to work no later than
2 10 working days following notification. Failure to report to work within the
3 10 working day period shall be just cause for removing the laid off
4 employee's name from the reemployment list.
5
- 6 9.5.6 It shall be the responsibility of the employee to keep the District Human
7 Resources Department informed of a current mailing address and phone
8 number.
9
- 10 9.5.7 Laid off employees who are interested and are qualified shall receive
11 preferential placement on the substitute list and shall be given consideration
12 over new applicants for short-term assignments.
13
- 14 9.5.8 Laid off employees who are on the 39 and 63 month rehire list shall have
15 preferential reemployment rights over any new applicants when applying for a
16 vacant position in an equal or lower classification. Employees seeking
17 preferential reemployment shall inform the District at the time of their
18 application for any position that they are on the 39 or 63 month rehire list and
19 are seeking preferential reemployment for a position in an equal or lower
20 classification.
21
- 22 9.5.9 An employee who is placed on the 39 or 63 month reemployment list and is
23 subsequently reemployed in a new position shall be returned to the
24 reemployment list if they fail to complete the probationary period in the new
25 position.
26
- 27 9.6 MAINTENANCE OF BENEFITS:
28
- 29 9.6.1 For the purpose of sick leave, vacation, seniority credit, stability pay, and
30 salary placement, an employee returning to District employment from the
31 reemployment list shall return to former status prior to layoff.
32
- 33 9.6.2 An employee no longer eligible for health, dental, or vision coverage due to
34 layoff or reduced assignment, may retain coverage at his/her own expense.
35
- 36 9.7 The decision to layoff employees shall not be grievable, however, the procedures set
37 forth in this Article are grievable. Regarding the above procedure, a grievance may
38 be initiated at Step II (Superintendent's level) of the Grievance Procedure. The
39 parties agree to make good faith efforts to shorten all timelines.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time-to-time arise concerning the interpretation or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Useful and necessary private meetings between supervisors and employees they supervise are encouraged. It is intended that this grievance procedure shall be utilized only after other means to satisfactorily resolve problems have been unproductive. At least one private conference between employee and supervisor shall take place prior to initiation of this grievance procedure. Ideally, there would be a number of informal discussions and a continuing interchange of views between employee and supervisor before filing a formal grievance.

In order to invoke the grievance procedure, a grievance must be filed within 25 days of the time the grievant knew or should have known of the event or condition being grieved.

10.2 DEFINITIONS:

10.2.1 A “grievance” is a claim or assertion by an employee(s) or CSEA that a specified provision or provisions of this Agreement, Board Policy and/or Administrative Regulation, has/have been violated, thus personally and adversely affecting the employee.

10.2.2 An “employee” is a member of the bargaining unit.

10.2.3 A “day” is any day in which the central administrative offices of Modesto City Schools are open for business.

10.2.4 A “grievant” is an employee who is personally and directly involved in and adversely affected by an action or omission which is the basis for the grievance and who files a grievance in accordance with these regulations.

10.2.5 A “group grievance” is a grievance as defined above which is filed by 2 or more employees who allege the same grievance and who have authorized CSEA to represent them in writing. The District reserves the right to separate grievances pursuant to a good faith decision that different considerations are involved.

10.2.6 A “CSEA grievance” is a grievance as defined above which is filed by CSEA.

1 10.2.7 A “party in interest” is a grievant, a witness, or an employee who might be
2 required to take action, or against whom action might be taken in order to
3 resolve a grievance.
4

5 10.3 PROCEDURES:
6

7 10.3.1 STEP I: An employee may initiate the grievance procedure by submitting a
8 written statement of his/her complaint to the building administrator or
9 appropriate supervisor with a copy to the Associate Superintendent, Human
10 Resources. The District will sign and date grievance as a receipt. This
11 statement shall include:
12

- 13 a. A description of the problem or complaint stating the specific grounds of
14 the grievance, including names, dates and places necessary for complete
15 understanding of the grievance.
16
- 17 b. A listing of the provisions of this Agreement, Board Policy and/or
18 Administrative Regulation which are alleged to have been violated.
19
- 20 c. A statement of the date when the employee met informally with his/her
21 supervisor in an effort to informally resolve the complaint, the identity of
22 the supervisor and a listing of the reasons why the solutions proposed in
23 the informal discussions with the building administrator or appropriate
24 supervisor are unacceptable.
25
- 26 d. A listing of the specific actions requested which will remedy the
27 grievance.
28

29 The grievant may request a conference after the formal written submission of
30 the grievance.
31

32 The appropriate supervisor or building administrator must present a written
33 decision to the employee within 15 days after the receipt of written grievance.
34

35 If the supervisor receiving a grievance at Step I questions his/her jurisdiction
36 over the act or condition giving rise to the grievance, the responsibility for the
37 administrative response at Step I may be assumed or assigned by the
38 Associate Superintendent, Human Resources. In such case, the Associate
39 Superintendent shall identify the appropriate supervisor or shall provide a
40 written response within 15 days after the receipt of the written grievance.
41

42 10.3.2 STEP II: Following Step I, the employee may appeal the Step I decision to
43 the Superintendent. Such appeal must be initiated within 15 days after the
44 decision in Step I.
45

- 1 a. The appeal shall be made by submitting to the Associate Superintendent,
2 Human Resources a copy of the written grievance described in Step I, plus
3 a clear and specific statement of the fact and conclusions which are
4 appealed and the specific reasons why the Step I written decision is
5 unacceptable.
6
7 b. The Superintendent or Associate Superintendent, Human Resources shall
8 present a written decision with supporting reasons to the grievant within
9 20 days after receipt of the written grievance.
10
11 c. Should the union as the grievant's representative disagree with the
12 District's written decision at this step, the parties agree to meet within 10
13 days of the District's written decision in order to attempt to reach a
14 mutually agreeable settlement.
15

16 10.3.3 STEP III: If the grievance is not resolved in Steps I or II, CSEA may request
17 in writing a hearing before an arbitrator. The written request shall be filed
18 with the Superintendent within 15 days after receipt of the written decision of
19 the Superintendent or his/her designee at Step II.
20

- 21 a. Within 15 days after the District receives written notice of the
22 Association's intention to proceed to arbitration, the Association and the
23 District shall attempt to mutually agree upon an arbitrator.
24
25 b. If no agreement is reached upon the selection of an arbitrator within the
26 above 15 days, the Association shall notify the State Mediation and
27 Conciliation Service with a demand for arbitration within 20 days of non-
28 agreement. In the event that the Association does not file the demand
29 within the time provided, the District may file the demand for arbitration.
30 In the case where the District files the demand for arbitration, the District
31 will pay all of the selection fees. The arbitrator shall be selected from the
32 list(s) provided from the State Mediation and Conciliation Service by
33 striking names alternately until only one name remains. The party who
34 strikes the first name shall be determined by a flip of the coin.
35
36 c. The Board and Association shall not be permitted to assert in such
37 arbitration proceeding any ground or to rely on any evidence not
38 previously disclosed to the other party. The arbitrator shall have the usual
39 and customary powers of an arbitrator, however, the arbitrator shall have
40 no power to alter, add to, or subtract from the terms of this Agreement or
41 Board Policy or Administrative Regulation.
42
43 d. The rules of the American Arbitration Association shall govern the
44 conduct of the arbitration hearing.
45
46 e. Both parties agree to be bound by the award of the arbitrator. Either party
47 may seek to have judgment entered in any court of competent jurisdiction.

f. All matters of arbitration shall be submitted to the arbitrator in the first instance.

g. If the District and Association mutually agree, the arbitration may be conducted under the American Arbitration Association's rules providing for expedited arbitration.

10.3.4 STEP IV: The Superintendent shall submit the decision of the arbitrator to the Board of Education within 20 days after the receipt of such decision.

a. The Superintendent shall implement the decision of the arbitrator within 15 days.

b. The decision of the arbitrator shall be final and binding upon the District, CSEA and the grievant(s).

10.4 PAYMENT OF THE ARBITRATOR:

10.4.1 CSEA will be responsible for payment for the cost of preparing its case.

10.4.2 The District will be responsible for payment for the cost of preparing its case.

10.4.3 CSEA and the District will share equally the payment of other costs, including payment for the services and expenses of the arbitrator and the court reporter.

10.5 POWERS AND LIMITATIONS OF THE ARBITRATOR:

10.5.1 The arbitrator shall consider only those issues which have been properly carried through all prior steps of the Grievance Procedure. Neither party on its own initiative shall be allowed to introduce evidence to the arbitrator which was known but not introduced prior to Step III.

10.5.2 The arbitrator shall afford the District representatives and the grievant, or his/her representatives, a reasonable opportunity to present evidence, witnesses and arguments.

10.5.3 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provision of this Agreement, Board Policies and/or Administrative Regulations.

10.6 GENERAL PROVISIONS:

10.6.1 In order to invoke the grievance procedure, a grievance must be filed within 25 days of the time the grievant knew or should have known of the event or condition being grieved. A grievance shall be initiated at Step I.

10.6.2 Notices sent to CSEA by certified mail shall be considered as binding CSEA with knowledge of contents of said notice.

- 1 10.6.3 During the school year, appropriately posted and dated Board notices which
2 are also sent by mail to CSEA shall be considered as binding all employees
3 and CSEA with knowledge of the contents thereof.
4
- 5 10.6.4 The number of days indicated at each level should be considered a
6 maximum and every effort should be made to expedite the process.
7
- 8 10.6.5 The filing or pendency of any grievance shall in no way operate to impede,
9 delay or interfere with the right of the District to take the action complained
10 of.
11
- 12 10.6.6 In processing grievances, the parties will avoid unnecessary interruption of
13 classroom activities and the District operations and unnecessary
14 involvement of students in all phases of the grievance procedure. Should
15 the processing of any grievance require that the grievant be released from
16 his/her regular assignment, he/she shall be released without loss of pay or
17 benefits.
18
- 19 10.6.7 CSEA or its members shall have the right to initiate grievances only on
20 claims set forth in this Agreement, Board Policy and/or Administrative
21 Regulation that have been violated.
22
- 23 10.6.8 CSEA agrees not to support a grievance essentially similar to one denied by
24 the final decision on the grievance, and the District agrees to apply any
25 decision to all cases which are essentially similar to one sustained by the
26 final decision on the grievance.
27
- 28 10.6.9 The Grievance Form and Grievance Disposition Form are attached as
29 Attachment #2.
30
- 31 10.6.10 Failure of an employee to file a grievance at Step I within the time period
32 described in 10.6.1 above, shall be deemed a waiver of the grievance and no
33 action to process a late grievance shall be required of the District.
34
- 35 10.6.11 Time limits given in these procedures may be modified only by written
36 agreement signed by the parties.
37
- 38 10.6.12 At any point in these procedures, after the complaint has been put in writing,
39 the parties in interest may agree to confer with the Superintendent or his/her
40 designee regarding the submission of the matter directly to an arbitrator.
41 Other sections of these procedures notwithstanding, if all parties and the
42 Superintendent agree as provided in this section, the complaint may be
43 submitted to the arbitrator.
44
- 45 10.6.13 All records of grievance proceedings shall be retained in a special file
46 maintained by the District. All documents, communications and records
47 dealing with the proceedings of a grievance shall be filed separately from
48 the personnel files of the participants.

- 1 10.6.14 The grievant may be represented or advised by a CSEA representative
2 during any of the meetings, beginning with Step I between the employee and
3 administrator during the grievance procedure, but the grievant shall bear the
4 cost of such representation.
- 5 10.6.15 Recourse by an employee to Step III of the Grievance Procedure shall
6 reconstitute a waiver of any legal or statutory rights to relief for the action or
7 condition which is the subject of the grievance.
8
- 9 10.6.16 In the course of the investigation of any grievance, anyone representing the
10 grievant will report to the office of the site administrator of the building
11 being visited and will state the purpose of the visit immediately upon arrival.
12
- 13 10.6.17 Reasonable release time will be granted the grievant and one Association
14 representative to process a grievance(s).
15
- 16 10.6.18 No party in interest to a grievance shall serve as CSEA's representative in
17 the processing of such grievances.
18
- 19 10.6.19 References to the "Superintendent" shall be interpreted to include his/her
20 designee.

ARTICLE 11

ASSIGNMENT, PROMOTION, TRANSFER

11.1 PROMOTION:

11.1.1 PROMOTION is defined as a change in assignment to a classification at a higher range on the salary schedule.

11.1.2 PROMOTIONAL PERIOD: All current District employees selected for a promotional position in a class with a higher maximum rate of pay shall serve a probationary period of six months or 130 days in paid status, whichever is longer from the date of hire as a probationary employee in the new classification.

This is effective for all current District employees hired into a promotional position with an effective date of October 1, 2013 and later.

11.1.3 INTERVIEWS: When bargaining unit members are interviewing for a position within Modesto City Schools, a maximum of one and a half hours (1.50) of release time will be granted to the bargaining unit members.

11.2 VACANCY:

11.2.1 VACANCY is defined as an unfilled position. The District shall make a good faith effort to fill all vacancies will be filled within 60 days. Time limits given in this procedure may be modified only by written agreement by both CSEA and the District.

11.2.2 VACANCY NOTICES: Commencing the 2023-24 school year, notices will be posted for a minimum of five (5) working days on the District website. If an employee is interested, he/she shall submit an application electronically. The parties acknowledge there is a computer kiosk in Human Resources and Maintenance and Operations, for checking job postings and submitting applications.

11.2.3 ELIGIBILITY HIRING POOLS: The parties agree to extend the Memorandum of Understanding Eligibility Pool Hiring for the 2023-24 school year. The parties acknowledge the goal of an eligibility hiring pool is to generate lists of eligible candidates for positions identified based on District need. The parties agree to meet and consult by May 15, 2024 to evaluate the impacts of the Eligibility Pool program. Upon agreement of the parties following consultation, the Eligibility Pool program MOU terms shall be incorporated herein effective the 2024-25 school year and ongoing.

1 11.3 EMPLOYMENT QUALIFICATIONS: District employees will be deemed to have
2 met the employment qualifications for any lesser position within a job group family
3 unless they fail to evidence a qualification necessary to the performance of the
4 position or fail to evidence a pre-employment condition required by law.
5

- 6 a. Job group family is defined as a group of job classifications that are
7 directly related one to the other and are hierarchical in nature, e.g.,
8 Typist Clerk I, II, III.
9
- 10 b. Qualifications necessary to the performance of the position is defined as
11 any qualification essential to perform the prescribed duties and
12 responsibilities of a given position, e.g., valid driver's license, C.P.R.
13 Certificate, Certificate of Proficiency: Spanish, etc. A typing or
14 shorthand certificate would not be considered a qualification necessary
15 to the performance of the position under the terms and conditions of this
16 agreement.
17
- 18 c. Job requirement specified by law is defined as any condition of
19 employment required by federal or state statute, e.g., Class B Driver's
20 License, School Bus Driver's Certificate, Medical Card, TO-1 Card, etc.
21

22 11.4 JOB-RELATED SELECTION CRITERIA: The job-related selection criteria shall be
23 established by the District prior to the initiation of the selection process. These
24 criteria shall be related to the expected performance for the position. Each candidate
25 is to be rated in writing in terms of the selection criteria during that selection process.
26

27 11.4.1 EQUALLY BEST QUALIFIED CANDIDATE: When vacancies occur,
28 District employees shall be given first consideration for promotions. If a
29 District employee and an outside applicant for a position are equally
30 qualified, the District employee shall be offered the position.
31

32 Definition: "Equally Best Qualified" shall be defined by the following
33 process, all of which must be completed to determine Equally Best Qualified.

- 34 1. Minimum Qualifications: Any applicant must meet the minimum
35 qualifications to be considered for the position.
36 2. Previous Experience: Experience directly related to the position that is
37 above and beyond minimum qualifications will be reviewed and
38 considered in determining who will be considered for an interview.
39 3. Panel Interview:
40 a. Employee to External Applicant: If the top scoring candidate is an
41 outside applicant and the second ranked candidate is a District
42 employee, the District employee shall be offered the position if
43 the District employee is "equally qualified." The District and
44 CSEA have defined "equally qualified" to mean the score
45 difference between the two candidates is 5% or less of the total
46 possible points.

1 11.4.2 SALARY PLACEMENT: When an employee is promoted, he/she shall be
2 assigned to the step in the new range as described in Article 7.14: Promotion
3 Placement.
4

5 11.4.3 PROMOTION/STATUS: Beginning October 1, 2013, when an employee has
6 permanent status and is promoted, he/she will be considered probationary in
7 his/her new classification for a period of six months or 130 days in paid
8 status, whichever is longer. At a minimum, an evaluation will be conducted
9 at the 3-month period. During the probationary period in the new
10 assignment, the employee retains his/her permanent status in the permanent
11 position, and if evaluations indicate inadequacy for the new position, the
12 employee, at the employee's option, shall be returned to the classification
13 from which he/she was promoted.
14

15 The District will consider moving the probationary employee from the
16 permanent position that the promoted employee returns to, to a vacancy
17 within his/her classification and that person would have first right to a
18 vacancy in the original classification from which they were moved because
19 of a permanent employee moving back to that classification.
20

21 If there is not a vacancy within that classification, the District will consider
22 moving the more "junior" person to a vacancy in a lesser classification. If
23 the more "junior" person is moved to a vacancy in a lesser classification, the
24 employee will be paid at that classification's rate.
25

26 11.4.4 NON-SELECTION OF EMPLOYEE: Employees not selected, upon
27 written request by CSEA, shall receive an explanation of why they were not
28 selected.
29

30 11.5 TRANSFER:

31
32 11.5.1 EMPLOYEE-INITIATED TRANSFER is defined as a voluntary change in
33 assignment.
34

35 11.5.2 EMPLOYEE-INITIATED TRANSFER: An employee desiring to transfer
36 to a vacant position shall, file a written request for transfer in the Human
37 Resources Office.

- 38 a. Eligibility: A permanent employee may request a transfer from
39 one site or program to another within the same job classification
40 (job code).
41
42 b. Requirements: An employee may transfer to another site within
43 the same job classification (job code) if the previous evaluation
44 was overall meets standards. An employee whose last evaluation
45 was unsatisfactory or needs improvement is not eligible for
46 transfer, except with the approval of the Associate Superintendent

of Human Resources. The employee shall submit a transfer request indicating each site the employee desires to transfer to. Employees in multiple site assignments (i.e. “rovers”) are included among the employees allowed to submit transfer requests pursuant to section 11.5.2.

- c. Process: The request shall be on the District form (MCS-50: Attachment #3) and indicate up to four (4) job sites to which transfer is desired. The District form will be available in the Human Resources Office and on the District website. Beginning July 1st and ending June 30th of each school year, transfer requests must be received prior to the date of a vacancy being posted. Transfer requests expire on June 30th and must be resubmitted for the next school year. Upon notification of a vacancy, the Human Resources Office shall contact regular, permanent employees qualified under the provisions of this article who have indicated an interest in the specific job site. Regular permanent employees are limited to one (1) voluntary transfer during a twelve (12) month period. A regular permanent employee administratively transferred pursuant to Section 11.5.4 (Administrative-Initiated Transfer) shall not be eligible to return to the employee’s prior job site for a period of twelve (12) months or transfer to another job site for four (4) months, except with the approval of the Associate Superintendent of Human Resources. If there are two (2) or more employees wanting to transfer to that specific location, then hire date seniority within classification will prevail.
- d. It shall be the employee’s responsibility to update the transfer request form with current contact information. Human Resources personnel will use the contact information provided on this form to offer positions.
- e. If the position is not accepted by the requesting employee within the 24 hour time period, it will be offered to the next employee that has requested a transfer. An employee who declines more than one (1) position offered shall be removed from all transfer requests for the remainder of the school year.

Notification: CSEA shall be notified when the District has granted the eligible classified bargaining unit member the transfer.

11.5.3 ADMINISTRATIVE TRANSFER is defined as an involuntary change in assignment that does not result in a loss of pay or benefits.

11.5.4 ADMINISTRATIVE-INITIATED TRANSFER: A transfer or reassignment not sought, requested or agreed to by the bargaining unit member being transferred. Bargaining unit members and CSEA shall be given five (5) workdays' notice (via e-mail) prior to effective transfer date. Any affected bargaining unit member, upon request, shall be given written reasoning for the transfer. Bargaining unit members subject to an administrative transfer may submit a request to the the Associate Superintendent, Human Resources for a meeting in the event the transfer will create a hardship on the member. The employee must request a meeting within three (3) workdays of being notified of the transfer. The Associate Superintendent, Human Resources or designee will meet with the member.

a. Transfers or reassignments will not be arbitrary or capricious, as defined by legal definition.

b. Transfers shall not change bargaining unit member's anniversary date, seniority date within classification, working hours, accumulated leaves/vacations, or in any manner reflect adversely upon his/her rights.

11.6 TEMPORARY REASSIGNMENT/WORKING OUT OF CLASS/DIFFERENTIAL PAY: Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds 5 working days within a 15-calendar-day period, except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than 5 working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

If an employee is assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than 5% increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class. Such placement may result in less than a 5% raise.

It is the intent of this section to permit the District to temporarily work employees outside of their normal duties but in so doing to require that some additional compensation be provided the employee during such temporary assignments.

11.7 INCREASE IN HOURS: When additional hours are assigned to a part-time position on a regular basis and it has been determined to exist at a specific school site, additional hours may be offered to the employee presently in that position.

1 11.8 VOLUNTARY REDUCTION IN ASSIGNED TIME: The employee requesting a
2 reduction in assigned time shall direct the request to the building site principal or
3 department head.
4

5 The administrator shall take the request under consideration and contact the Associate
6 Superintendent, Human Resources or his/her designee for assistance.

7 If it is determined by the administrator and Associate Superintendent, Human
8 Resources or his/her designee that the requested reduction is appropriate, the Human
9 Resources Office shall contact CSEA, Modesto Chapter #007 President or his/her
10 designee, with the requested reduction.
11

12 CSEA shall inform the Associate Superintendent, Human Resources or his/her
13 designee within 5 working days after being contacted by the District and indicate
14 agreement/disagreement with the request. If CSEA fails to respond within 5 working
15 days, the District may act in accordance with its discretion.
16

17 11.9 ASSIGNMENT: Upon initial employment and upon each change in classification,
18 the classified employee involved shall be furnished with a copy of their job
19 description, and a copy of their assigned work shift times including regular assigned
20 work shift duty hours for student and non-student attendance days.
21

22 11.10 PERMANENT EMPLOYEES-TEMPORARY ASSIGNMENT: Permanent
23 employees assigned to a different classification on a temporary basis are on
24 temporary assignment and shall retain permanent status in the initial assignment.
25 They are not to be considered short-term employees. When the specific assignment is
26 completed, they will return to the initial assignment.
27

28 11.11 REEMPLOYMENT OF PERMANENT CLASSIFIED EMPLOYEES AFTER
29 RESIGNATION: Any permanent classified employee of a school district who
30 voluntarily resigns from his/her permanent classified position may be reinstated or
31 reemployed by the Governing Board of the District within 39 months after his/her last
32 day of paid service and without further competitive examination, including testing or
33 interview to a position in his/her former classification as a permanent or limited-term
34 employee, or as a permanent or limited-term employee in a related lower class in
35 which the employee formerly had permanent status. Any instructional
36 paraprofessional returning to the District must meet the Highly Qualified criteria
37 under NCLB/Every Student Succeeds Act ("ESSA") or subsequent legislation.
38

39 If the Governing Board elects to reinstate or reemploy a person as a permanent
40 employee under the provisions of this section, it shall disregard the break in service of
41 the employee and classify him/her as, and restore to him/her all of the rights, benefits
42 and burdens, except longevity pay, of a permanent employee in the class to which
43 he/she is reinstated or reemployed.
44

1 11.12 YARD DUTY SUPERVISOR VACANCY: The Association and the District agree
2 that the appointment of 3.99 hours or less, shall be at the discretion of District
3 management in order to sustain the efficient operations of the school sites. The
4 District shall advertise and interview positions of 4.00 hours or more.
5
6 When additional hours are assigned to a part-time position on a regular basis and it
7 has been determined to exist at a specific school site, additional hours may be offered
8 to the employee up to 3.99 hours.

ARTICLE 12

TRANSPORTATION

DEFINITIONS:

1) REGULAR ROUTES: The transport of students from home to school or school to home or school to school for regular school day activities including co-curricular activities (i.e. ROP).

2) FIELD TRIPS: The transport of students from schools to extra-curricular activities that require the “SCHOOL BUS SAFETY MANDATE” speech.

3) SPECIAL ASSIGNMENTS: The transport of students for Vocational Based Instruction (VBI’s) or the Transitions Program, both programs administered by the Special Education Department.

4) DEFINITION OF SUBSTITUTE TIME FOR REGULAR ROUTES (STRR): Substitute time for a portion of regular routes (i.e. ROP, KDG, Elliott), when regular driver is unable to do entire route for any reason.

5) DEFINITION OF FIELD TRIP LIST: A cumulative total of all Field Trip, Special Assignment and STRR hours.

12.1 LICENSES/CERTIFICATES: Bus operators shall be responsible to maintain and have in their possession when driving, a valid Class B Driver’s License with Air Brake Certification; a School Bus Driver’s Certificate, a “P” and “S” endorsement (Passenger Endorsement and School Bus Endorsement), and a valid Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol.

If a bus operator’s Class B Driver’s License with Air Brake Certification or School Bus Driver’s Certificate or Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol or any combination thereof is allowed to expire, the bus operator shall be suspended from duty without pay for no more than 20 workdays. Failure to hold a Class B Driver’s License with Air Brake Certification, a School Bus Driver’s Certificate, a “P” and “S” endorsement (Passenger Endorsement and School Bus Endorsement), and a valid Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol within the 20 workday suspension period, shall be considered sufficient cause for dismissal. The District has the discretion whether to initiate disciplinary action in this situation.

Training activities shall be used toward renewal of license. The Bus Operator-Trainer shall record attendance on the training record form.

The District shall reimburse a bus operator in an amount not to exceed two hundred dollars (\$200) in a school year for renewal fees for a Class B Driver’s License with

Air Brake Certification, a School Bus Driver's Certificate, and a "P" and "S" endorsement (Passenger Endorsement and School Bus Endorsement).

12.2 MEDICAL CARD: Bus operators shall evidence a valid medical card indicating that they have successfully completed the medical exam necessary to attain and maintain their bus license(s). If the medical card expires, the classified bargaining unit member shall be suspended without pay from duty until such time as the medical card is renewed. The cost of the medical exam shall be the responsibility of the District.

12.3 INSURANCE: Bus operators shall be insurable and maintain insurability at regular and normal premium rates with the District's insurance carrier. If the bus operator is not insurable or able to maintain insurability at the regular and normal premium rates with the District's insurance carrier, the classified bargaining unit member shall be subject to suspension without pay or dismissal.

12.4 ROUTES:

12.4.1 DEFINITIONS:

REGULAR ROUTES: The transport of students from home to school or school to home or school to school for regular school day activities including co-curricular activities (i.e. ROP).

ELIGIBILITY: All probationary and permanent bus operators who satisfy the license, certificate, medical card and insurance requirements indicated above. Bus operators may have their hours increased by the District based on greatest seniority.

a. BUS SELECTION:

The District has the right to exercise its discretion in the management, organization and administrative control over District school buses, including identifying the type of bus (i.e. electric, diesel or gas) assigned to a route. The Director I, Transportation/designee will assign types of school buses (i.e. electric, diesel or gas) to routes prior to route selection (section "b" below). The bus type will be prominently displayed for each route. The Director/designee will make a list of all buses that are available for selection based on Seniority for the upcoming year. Buses that are designated as field trip or CalSafe buses shall not be included in the bus selection. Drivers will select their bus by seniority based on route selection (choosing from among buses consistent with the bus type assigned to the route).

b. ROUTE SELECTION: Annually all routes will be selected two (2) workdays prior to the first student instructional day of each school year.

1 The selection shall be by Date of Hire. Drivers shall be eligible to bid on
2 routes by proxy if any of the following conditions are met:

- 3 • Drivers on leave with return date no later than the last work day in
4 August.
- 5 • If a doctor's note is provided, in advance, to MCS Transportation
6 to excuse the employee from the mandatory route selection
7 attendance day.
- 8 • Other compelling reason with prior approval of the Director I,
9 Transportation or designee.

10
11 c. VACANT ROUTE ASSIGNMENTS:
12

13 The Director I, Transportation or his/her designee will post a notice of
14 Vacant Route Assignments in a public place for 3 working days. The
15 notice will indicate the times of the route and total hours of the vacant
16 route. Drivers can sign up if they are interested in the vacant route posting
17 at the end of the 3 working days. The driver with the most seniority who
18 has opted to move to the vacant route assignment will be given the vacant
19 route assignment.
20

21 At the end of the third (3rd) work day constituting the posting of the
22 vacant route, the Bus Operator with the most District seniority who has
23 indicated interest will be the recipient of the vacant route. The recipient of
24 the vacant route will begin driving his/her new route on the seventh (7th)
25 work day after the initial posting of the vacant route.
26

- 27 d. By June 1, 2024, Transportation management will meet with a committee
28 of up to three (3) drivers selected by CSEA to receive input about the
29 assignment of new buses to routes for the 2024-25 school year.
30

31 FIELD TRIPS:
32

33 DEFINITION: The transport of students from schools to extra-curricular
34 activities that require the "SCHOOL BUS SAFETY MANDATE" speech.
35

36 SPECIAL ASSIGNMENTS: The transport of students for VBI's and
37 Transitions programs shall be defined as a Field Trip for the purpose of
38 assigning the VBI and Transitions transport.
39

40 Special Assignments will be offered to Field Trip bus operators in order of
41 hours earned. Every effort will be made to assign Special Assignment trips to
42 Field Trip bus operators in such a manner as to have an annual comparable
43 number of total hours earned by all Field Trip bus operators.
44

45 All hours earned over contract time will be added to the total of hours earned
46 on the Field Trip List.

1 DEFINITION OF FIELD TRIP LIST: A cumulative total of all Field Trip,
2 Special Assignment and STRR hours.

3
4 ELIGIBILITY: All permanent bus operators who satisfy the license,
5 certificate, medical card and insurance requirements, and, in addition,
6 evidence:
7

8 One year of service as a Modesto City Schools' bus operator, an overall
9 performance rating of "effective, meets standards," on their last Personnel
10 Performance Evaluation, and the satisfactory completion on one mountain trip
11 and one San Francisco trip as certified by the District Driver Trainer.
12

13 A permanent bus operator that is absent for more than 30 consecutive days,
14 shall be removed from the trip list. On the date the bus operator returns, the
15 bus operator shall be re-instated and returned to his/her original seniority, and
16 hours to reflect the group average.
17

18 12.4.2 FIELD TRIP LIST REQUESTS:
19

20 Bus operators must file "Field Trip List Request" form expressing their intent
21 to participate in field trip driving. The "Field Trip List Request" form must be
22 submitted to the Director I, Transportation/designee. The submittal of the
23 "Field Trip List Request" form is an annual requirement. Once on the Field
24 Trip list, a bus operator will remain there for the remainder of the traditional
25 school year.
26

27 Bus operators who achieve permanent status and complete all eligibility
28 requirements may file a "Field Trip List Request" form with the Director I,
29 Transportation/designee. Bus operators filing for such reason may be added
30 to the Field Trip List at the discretion of the Director I, Transportation. Bus
31 operators approved for the Field Trip List will be placed on the list at a point
32 equal to that of the field trip bus operator who has earned the highest number
33 of hours on that date. All bus operators must submit their "Field Trip List
34 Request" form prior to February 1st.
35

36 FIELD TRIP HOURS:
37

38 The Director I, Transportation/designee will record each hour of extra driving
39 time as 1.0 hour of extra driving time earned.
40

41 12.4.3 FIELD TRIP ASSIGNMENTS:
42

43 a. DISTRIBUTION OF FIELD TRIPS:
44

45 All field trips will be assigned and handed out by 1:00 p.m. on each

1 Tuesday. (If Monday is a holiday, then trips will be assigned and
2 handed out by 1:00 p.m. on Wednesday.)
3

4 The Dispatcher or his/her designee shall confirm all trips within 48
5 hours prior to being assigned to a bus operator. The bus operator with
6 the greatest seniority (date of hire) will be offered the first field trip
7 assignment with the greatest number of hours. Thereafter, field trip
8 assignments will be offered to field trip bus operators in order of hours
9 earned. Every effort will be made to assign trips to field trip bus
10 operators in such a manner as to have an annual comparable number of
11 total hours earned by all field trip bus operators.
12

13 All hours earned over contract time will be added to the total of hours
14 earned on the Field Trip List.
15

16 The first month (four complete weeks) of school each year shall be the
17 exception to this, in that any charges of overtime incurred by any bus
18 operator during this time will not be added to the total hours earned on
19 the Field Trip List.
20

21 b. FIELD TRIP GPS NAVIGATION:
22

23 Commencing January 1, 2021, the District shall have ten (10) portable
24 GPS units that provide turn by turn navigation. These portable units
25 shall be available for field trips.
26

27 c. DISTRIBUTION OF SPECIAL ASSIGNMENTS:
28

29 All Special Assignments will be assigned as needed by the Dispatcher
30 or his/her designee. Special Assignments will be offered to Field Trip
31 bus operators in order of hours earned. Every effort will be made to
32 assign Special Assignments to Field Trip bus operators in such a
33 manner as to have an annual comparable number of total hours earned
34 by all Field Trip bus operators.
35

36 All hours earned over contract time will be added to the total of hours
37 earned on the Field Trip List.
38

39 d. TWELVE (12) MONTH EMPLOYEES:
40

41 Twelve (12) month employees will not be assigned mid-day field trip
42 assignments that are scheduled during the week (Monday-Friday).
43

44 Twelve (12) month employees will be passed on mid-day field trip
45 assignments and the field trip will be assigned to the next eligible
46 driver.

1 Twelve (12) month employees will not be penalized with the passed
2 assignment of mid-day field trips and no hours will be charged against
3 their base hours.

4
5 Twelve (12) month employees will be assigned afternoon, evening and
6 weekend trips. Afternoon is defined as beginning at 12:00 pm.

7
8 Twelve (12) month employees can flex schedule their normal work
9 hours not to exceed one and one-half (1.5) hours to accept an
10 afternoon field trip assignment. The flex schedule must be mutually
11 agreed upon between management and the employee.

12
13 e. PRIOR NOTICE:

14
15 Field trip bus operators shall be notified 24 hours prior to Monday
16 through Friday day trips and Monday through Thursday night trips.
17 Trips scheduled for Friday night, Saturday and/or Sunday shall be
18 given 48 hours' notice. If advance notice is not given, field trip bus
19 operators may refuse field trip assignments without penalty and
20 without loss of their rotation position rights on the field trip list.

21
22 f. REFUSAL OF FIELD TRIP ASSIGNMENTS:

23
24 Field trip bus operators may refuse any offered field trip assignment.
25 A refused field trip shall be offered to the next eligible field trip bus
26 operator. Field trip bus operators who are absent at the time of
27 assignment or refuse any offered field trip assignment will have all the
28 hours they would have earned added to their total hours earned on the
29 Field Trip List. If a driver refuses a field trip and the field trip becomes
30 cancelled, the original drivers' refusal time will not be charged to the
31 Field Trip List.

32
33 After the Tuesday distribution of Field Trips, the Field Trips that are
34 refused for any reason will be re-assigned to the next eligible driver.

35
36 g. REFUSAL OF SPECIAL TRIP ASSIGNMENTS:

37
38 Special Assignment bus operators may refuse any offered special
39 assignment. Drivers shall notify the Dispatcher or his/her designee as
40 soon as possible of the refused Special Assignment. A refused Special
41 Assignment shall be offered to the next eligible Field Trip bus
42 operator. Field Trip bus operators who are unavailable or refuse any
43 offered Special Assignment will have all the hours they would have
44 earned added to their total hours earned on the Field Trip List. If a bus
45 operator refuses a Special Assignment and the Special Assignment is

1 canceled, the original driver's refusal time will not be charged to the
2 Field Trip list.

3
4 After initial distribution of the Special Assignments, the Special
5 Assignments that are refused for any reason will be re-assigned to the
6 next eligible driver.

7
8 h. PRIOR NOTICE ON REFUSAL OF FIELD TRIPS:

9
10 Field trip bus operators shall refuse field trips 24 hours prior to
11 Monday through Friday day trips and Monday through Thursday night
12 trips. Trips scheduled for Friday night, Saturday and/or Sunday shall
13 be refused with 48 hours' notice. If advance notices of refusals are not
14 given, field trip bus operators shall be charged with refusal hours and
15 may be subject to steps following progressive discipline. In the case of
16 an Emergency requiring unforeseen absence from work, the employee
17 shall notify the immediate supervisor as soon as possible. An
18 "emergency" is an unforeseen situation which is beyond the control of
19 the employee and which requires the presence of the employee away
20 from work to prevent major economic loss to the employee, or major
21 disruption to the employee's personal life.

22
23 i. CANCELLATION OF FIELD TRIP ASSIGNMENTS:

24
25 If bus operators are scheduled for field trip assignments on Saturday
26 and/or Sunday, and are not notified of the cancellation prior to
27 reporting to work, they shall receive 6 hours of pay at their regular rate
28 of pay. Friday night assignments that do not receive notification of
29 cancellation prior to reporting to school site, bus operators shall
30 receive 4 hours of pay for in-town and 6 hours of pay for out-of-town
31 trip, at their regular rate of pay.

32
33 Bus operators scheduled for after school field trip assignments
34 Monday through Thursday that are not notified of cancellation prior to
35 reporting to the school site for pick-up, shall receive 2 hours of pay at
36 their regular rate of pay.

37
38 For the 2019-20 school year, the District shall collect data on the
39 number of field trips cancelled where a bus operator was delayed and
40 how the time was made up.

41
42 WEEKEND TRIP ASSIGNMENTS:

43
44 All bus operators that have been assigned a Saturday, Sunday or
45 holiday trip shall be allowed to clock in 1 hour prior to the assigned

trip's departure time. All bus operators shall arrive at the pick-up site 15 minutes prior to departure time.

j. LAYOVER AND "SHUTTLE" ASSIGNMENTS:

LAYOVER:

If a bus operator is assigned an out-of-town trip that will require the bus operator to be off duty for 8 hours, said off duty hours shall be in paid status. The District shall pay for cost of a room for the bus operator's off-duty time.

SHUTTLE:

Bus operators who have received an field trip assignment that is titled "Shuttle," and the assignment is for a Friday night, Saturday or Sunday in-town trip, shall receive a minimum of 2 hours for pick-up and a minimum of 2 hours for return. "Shuttle" assignments out-of-town shall receive a minimum of 4 hours for pick up and a minimum of 4 hours for return.

Out-of-town trips are those trips that are outside a 45 air mile radius (one-way) from Modesto City Schools' Transportation yard.

DOWNTIME: Upon reaching the trip destination, the bus operator may leave the bus unattended for periods of time, provided that the trip supervisor does not require the driver to be available to open the bus or storage compartment. In such instances, the bus operator shall leave the bus secured and notify the trip supervisor of his/her exact location so as to be readily available in case of need or emergency.

FOOD ALLOWANCE: Bus operators shall receive the current District allowance for breakfast, lunch and/or dinner. The bus operator must "clock out" for 30 minutes if a food allowance is submitted.

HOLIDAY, WINTER, SPRING and SUMMER RECESSES:

For purposes of assignment of Field Trips:

a) the Summer Recess shall begin the day after the end of the school year calendar. It shall conclude the last day prior to the beginning of the next school year.

b) the Winter and Spring Recesses shall begin the first day after the last day of school and conclude the last day prior to the beginning of the next school day

1 of each break, including weekends. The Holiday is defined as the day of the
2 holiday as identified in the collective bargaining agreement.

3
4 Annually a seniority list of all eligible Field Trip Bus Operators and
5 Driver/Mechanics (hereinafter “driver/s”) shall be provided to the Union and
6 posted in the Transportation break-room no less than ten (10) days prior to the
7 beginning of the Summer Recess.

8
9 The rotation and the seniority list shall be based on the drivers’ date of hire
10 and shall be established for each year on a one (1) year basis.

11
12 The final day of the school year calendar shall serve as the end of each
13 rotation cycle relative to the assignment of Field Trips during the Summer
14 Recess.

15
16 The initial selection of trips by drivers shall be no less than ten (10) days prior
17 to the beginning of the Summer Recess.

18
19 The most senior Field Trip driver shall select one (1) trip from the then-known
20 trips; selection shall proceed in rotation order based on seniority from the
21 most senior to the least senior until all trips have an assigned driver.

22
23 Should a trip be selected and then relinquished (returned) it shall then be
24 offered to the next eligible driver in seniority order.

25
26 Should a trip be cancelled the driver initially assigned for *that* trip shall have
27 any trip that was relinquished (returned) or any trip that was not on the
28 original trips held in the office prior to the Summer Recess; the parties
29 understand that this might interrupt the rotation. Once *that* driver has a trip,
30 the rotation list shall resume at the point it was at prior to the cancellation.

31
32 Any refused (turned-down) trip shall be offered to the next driver in seniority,
33 following the seniority rotation list.

34
35 A trip may initially require more than one (1) driver; multiple drivers shall be
36 offered the trip as indicated above. Should it subsequently be determined that
37 not all the drivers are needed, the driver(s) retained shall be determined by the
38 order that the trip was initially offered.

39
40 Field trip assignments on holidays and during winter, spring and summer
41 recesses shall be offered to bus operators in rotation based on seniority (date
42 of hire) and will not be charged to the Field Trip List.

12.4.4 SUBSTITUTE TIME FOR REGULAR ROUTES (STRR):

DEFINITION: Substitute time for a portion of regular routes (i.e. ROP, KDG, Elliott) when regular driver is unable to do entire route for any reason.

ELIGIBILITY: All transportation employees who satisfy the license, certificate, medical card and insurance requirements.

STRR HOURS CALCULATION: The Director I, Transportation/designee shall record each hour of extra driving time as 1.0 hours of extra driving time earned.

STRR LIST REQUEST: Bus operators must file a “STRR List Request” form expressing their intent to participate. “STRR List Request” forms must be submitted annually.

STRR ASSIGNMENTS: STRR Hours shall be assigned in the following order:

- a. Unassigned bus operators up to contract time including a bus operator with a delayed start and cancelled field trip on the same day.
- b. Assigned route/unassigned bus operators who can cover STRR without exceeding 8 hours.
- c. To all substitute bus operators.
- d. To all assigned/unassigned route bus operators who will exceed 8 hours, by seniority.

*Exception to STRR hours being distributed in above order: Drivers who are on STRR list will not be offered STRR hours on a day when they have already been assigned a trip, except when all other bus operators have been offered time.

REFUSAL OF STRR ASSIGNMENTS:

STRR bus operators may refuse any offered STRR assignment. A refused STRR assignment shall be offered to the next eligible STRR bus operator. STRR bus operators who are unavailable or refuse any offered STRR trip assignment will have all the hours they would have earned added to their total hours earned on the Field Trip List. Bus operators will not be offered any other STRR assignments on the same day after they have refused an STRR assignment.

FOGGY WEATHER: If a delay, morning cancellation of transportation, or school closure occurs, bus operators shall report for work at their regular assigned time.

1 Bus operators shall survey their routes. When visibility reduces to an unsafe
2 level (200 feet or less), operators shall pull off at the first available location
3 that will protect the bus, bus operator and students. After pulling off the
4 roadway, the bus operator shall make every attempt to notify the
5 Transportation Office regarding their location and estimated time of delay.
6

7 12.4.5 SUBSTITUTE DISPATCHER:
8

9 The Director I, Transportation/designee shall annually post an announcement
10 seeking letters of interest from permanent bus operators interested in serving
11 as “Substitute Dispatcher” for the upcoming year. Interested bus operators
12 shall submit a letter of interest to the Director I, Transportation/designee.
13

14 Selection of all qualified bus operators for the Substitute Dispatcher shall be
15 initially offered by seniority (date of hire). Upon request, the Director I,
16 Transportation/designee shall provide the appropriate in-service and support
17 to all interested and approved bus operators.
18

19 The Director I, Transportation/designee shall make the final determination as
20 to those trained, that shall be designated as Substitute Dispatchers with the
21 ability to perform basic job functions.
22

23 12.5 STANDBY TIME:
24

25 Bus operators who have a break in service for thirty (30) or less minutes per day shall
26 be compensated for the minutes of standby time at their regular rate of pay.
27

28 12.6 APPOINTMENTS:
29

30 Employees may schedule an appointment with a Department Manager, (Director I,
31 Transportation, Training & Safety Operations Supervisor, Dispatcher
32 Supervisor/Router, Assistant Director) to review or clarify Department procedures
33 and policies.

ARTICLE 13

CATEGORIES OF EMPLOYMENT

1 13.1 PROBATIONARY EMPLOYEE: Commencing July 1, 2020, each classified
2 employee newly-employed after the effective date of this Agreement must provide
3 service in a probationary status for a period of six (6) months or 130 days of paid
4 service, whichever is longer and receive a satisfactory rating in order to be employed
5 past the probationary period.

6
7 Prior to the completion of the probationary period, the employee's supervisor will
8 review the employee's work performance and submit evaluation reports to the Human
9 Resources Office. A satisfactory rating is necessary in order to continue employment
10 with Modesto City Schools. A performance evaluation report will be made
11 minimally during the third month of employment. Probationary employees are
12 entitled to all fringe benefits.

13
14 13.2 PERMANENT EMPLOYEE: A permanent employee is an employee who has been
15 employed beyond the probationary period.

ARTICLE 14

WORKING CONDITIONS

1 14.1 WORKDAY: The minimum length of the workday will be designated by the District for
2 each classified assignment. Unless otherwise specifically required by the immediate
3 supervisor, maximum working hours for classified employees will be 8 hours per day.
4

5 14.2 WORKWEEK: The workweek shall consist of 5 consecutive days of 8 hours per day and
6 40 hours per week. This Article shall not restrict the District's extension of the regular
7 workday or workweek on an overtime basis when such is necessary to carry on the
8 business of the District, nor bar the District from establishing a workday of less than 8
9 hours or a workweek of less than 40 hours.
10

11 14.3 WORK YEAR: Ten-month employees shall work the number of possible workdays, less
12 established holidays and vacation time credit. Ten-month clerical school-level
13 employees shall commence their work year seven (7) work days before the first student
14 instructional day. Ten-month clerical school-level employees shall work the number of
15 possible workdays, less established holidays and vacation time credit. The actual starting
16 and ending date for each given year will be placed on the District's calendar.
17

18 Eleven-month employees shall work the number of possible workdays, less established
19 holidays and vacation time credit. Eleven-month clerical school-level employees shall
20 commence their work year twelve (12) work days before the first student instructional
21 day. Eleven-month clerical school-level employees shall work the number of possible
22 workdays, less established holidays and vacation time credit. The actual starting and
23 ending date for each given year will be placed on the District's calendar.
24

25 Beginning with the 2017-18 pay cycle, 10-, 11-, 12-month employees will be paid by the
26 following calculation:
27

- 28 • Number of days x hours per day x rate per hour = annual salary
- 29 • Annual salary divided by 12 = 12 pay periods
30

31 Effective the 2017-18 school year, the following employee groups will work the
32 corresponding days per year:
33

- 34 • 10-month employees – 204 days
- 35 • 11-month employees – 224 or 225 days (depending on the Juneteenth holiday)
- 36 • 12-month employees – 245 days
37

38 All bargaining unit members shall complete an annual work year calendar; Each
39 bargaining unit member's calendar shall be mutually agreed upon by the member and
40 their immediate supervisor.
41

42 Bargaining unit members shall have the right to work and be paid for any time worked
43 during the third week of winter break.
44

The District shall notify the CSEA President on or before March 1st of each school year with the summer school attendance days for District-wide programs.

- 14.4 REST PERIODS: Classified employees who work three to five hours are entitled to one duty free, ten-minute rest period. Employees who work six hours or more are entitled to two duty free, ten-minute rest periods, one in the morning and one in the afternoon. Employees who work seven hours or more are entitled to two duty free, fifteen-minute rest periods, one in the morning and one in the afternoon. Certain specific time for breaks may be assigned if duties of the position require someone to be present at all times.

The intent of this language is to guarantee that bargaining unit members are being offered rest periods.

The following list represents the rest period(s) hourly employees are entitled to:

<u>Hours</u>	<u>10-minute break (a.m.)</u>	<u>10-minute break (p.m.)</u>
2 hours*	-	-
3 hours	X	-
4 hours	X	-
5 hours	X	-
6 hours	X	X

<u>Hours</u>	<u>15-minute break (a.m.)</u>	<u>15-minute break (p.m.)</u>
7 hours	X	X
8 hours	X	X

* Employees who work less than three hours are not entitled to a rest period.

- 14.5 LUNCH PERIOD: Employees assigned more than 4 hours a day on a regular basis shall be entitled to a duty free lunch of at least 30 minutes. The length of time for such lunch period shall not be less than one-half (1/2) hour nor more than sixty (60) minutes.

A bargaining unit member at a school site may extend their lunch by utilizing one (1) of their eligible rest periods by mutual agreement between the employee and the manager. However the employee must remain at their work site for the rest period.

The intent of this language is to guarantee that bargaining unit members are being offered a lunch period.

14.6 MAINTENANCE AND OPERATIONS STAFF

- 14.6.1 CUSTODIAL ATTIRE: Shorts may be worn by custodians as long as the following guidelines are followed:

- a. Shorts may be navy blue, black or khaki. No denim may be worn. Shorts must be an appropriate length.

b. Shorts may be purchased from an outside vendor.

14.6.2 NIGHT CUSTODIAN WORK ASSIGNMENT: No differential pay will be given to night employees; however, the District agrees to continue its present practice of having an employee take one-half hour lunch and remain at the work site in return for being paid for the one-half hour lunch time at the regular rate of pay.

14.6.3 ABSENCE OF MANAGING HEAD CUSTODIAN AT A JUNIOR HIGH AND COMPREHENSIVE HIGH SCHOOL: When the managing Head Custodian at a junior high school or comprehensive high school is off work for two (2) consecutive days, the Head Custodian I (at a junior high school) III (at a comprehensive high school) at the same site shall be offered the opportunity to fill in for the manager beginning on the 3rd consecutive day of absence.

14.6.4 ASSIGNING OVERTIME TO SITE OPERATIONS STAFF: Commencing July 1, 2019, overtime opportunities for site custodians shall be offered based on seniority. The site custodian with the most District seniority shall have the first right of refusal. If they decline the assignment, it should be offered to the next site custodian on the seniority list and so on down the list. If the assignment is accepted, then the next overtime opportunity shall be offered to the second most senior District site custodian and so on down the list. Supervisors will make a good faith effort to distribute overtime assignments on a fair, equitable and ongoing/continuous basis.

14.7 OVERTIME: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all hours worked in an overtime status. Overtime is defined to include any time worked in excess of 8 hours in any one day or on any one shift or in excess of 40 hours in any calendar week, whether such hours in any calendar weeks are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Commencing July 1, 2019, supervisors will make a good faith effort to offer overtime on a fair, equitable and ongoing/continuous basis.

The employee shall submit the overtime pay claim in the pay period in which it was earned.

Education Code Sections 45128, 45131, 45132, 45203 provide that:

45128: "The governing board of each district shall provide the extent to which and establish the method by which ordered overtime is compensated. The board shall provide for such compensation or compensatory time off at a rate at least equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

Overtime is defined to include any time required to be worked in excess of 8 hours in any one day and in excess of 40 hours in any calendar week. If a governing board establishes

1 a workday of less than 8 hours but 7 hours or more and a workweek of less than 40 hours
2 but 35 or more for all of its classified positions for certain classes of classified positions,
3 all time worked in excess of the established workday and workweek shall be deemed to
4 be overtime. The foregoing provisions do not apply to classified positions for which a
5 workday of fewer than 7 hours and workweek of fewer than 35 hours has been
6 established, nor to positions for which a workday of 8 hours and a workweek of 40 hours
7 has been established, but in which positions employees are temporarily assigned to work
8 fewer than 8 hours per day or 40 hours per week when such reduction in hours is
9 necessary to avoid layoffs for lack of work or lack of funds and the consent of the
10 majority of affected employees to such reduction in hours has been first obtained.
11 Effective January 1, 1992, no classification except those that are entirely composed of
12 7 hour employees will be entitled to overtime unless they work 8 hours a day or 40 hours
13 a week.

14
15 For the purpose of computing the number of hours worked, time during which an
16 employee is excused from work because of holidays, sick leave, vacation, compensating
17 time off, or other paid leave of absence shall be considered as time worked by the
18 employee.”
19

20 45131: “OVERTIME: LENGTH OF WORKDAY – Notwithstanding the provisions of
21 Section 45127, the workweek shall consist of not more than 5 consecutive working days
22 for any employee having an average workday of 4 hours or more during the workweek.
23 Such an employee shall be compensated for any work required to be performed on the
24 sixth or seventh day following the commencement of the workweek at the rate equal to
25 one-and-a-half times the regular rate of pay of the employee designated and authorized to
26 perform the work. An employee having an average workday of less than 4 hours during a
27 workweek shall for any work required to be performed on the seventh day following the
28 commencement of the workweek be compensated for at a rate equal to one-and-a-half
29 times the regular rate of pay of the employee designated and authorized to perform the
30 work.
31

32 Positions and employees excluded from overtime compensation pursuant to Section
33 45130 shall likewise be excluded from the provisions of this section.”
34

35 45132: “FOUR-CONSECUTIVE-DAY WORKWEEK– Notwithstanding the provisions
36 of Section 45131, a governing board of a district may establish a 10-hour-per-day,
37 40-hour, 4-consecutive-day workweek for all, or certain classes of its employees, or for
38 employees within a class when, by reason of the work location and duties actually
39 performed by such employees, their services are not required for a workweek of 5
40 consecutive days, provided the establishment of such a workweek has the concurrence
41 of the concerned employee, class of employees, or classes of employees as ascertained
42 through the employee organization representing a majority of the concerned employees
43 or class of classes of employees, as determined by the payroll deduction authorizations
44 for dues in classified employee organizations on file with the district on the last day of
45 the month next preceding the date the board action was taken.
46

Where a board has previously established the workweek of not less than 35 hours, it may require the established workweek to be performed in 4 consecutive days by any class or classes of employees or by employees within a class, when by reason of the work location and duties actually performed by such employees their services are not required for a workweek of 5 consecutive days, with the concurrence of employee personnel as provided herein.

When a 4-day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work. This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240 of this chapter)."

- 14.8 COMPENSATORY TIME OFF: An employee may accrue compensatory time off in lieu of cash compensation for overtime work with prior written approval from their supervisor. Compensatory time off must be taken during the course of the current work year with approval of his/her immediate supervisor.

Compensatory time shall be taken at a time mutually agreed to by the unit member and the immediate supervisor. The bargaining unit member will provide five (5) days advance notice prior to requesting compensatory time off, unless a shorter notification time is agreed to by the employee and supervisor. The supervisor will respond to such request within a reasonable period of time. Accumulated compensatory time will be paid or used by June 30 of each year. If compensatory time is not taken as prescribed above, the bargaining unit member shall be paid.

- 14.9 CALLBACK TIME: Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment, shall be compensated for at least 2 hours of work at the appropriate overtime rate of pay, compensation pay subject to verification of actual time of work.

A bargaining unit member who is called back to work when the employee is not scheduled to work on a "paid holiday" shall receive double (2x their regular hourly rate of pay).

- 14.10 PAID HOLIDAYS: All probationary or permanent employees as part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday: January 1; the third Monday in January or Monday or Friday in the week in which January 15th occurs (to be observed on the federal holiday), known as "Dr. Martin Luther King, Jr. Day;" the Monday or Friday of the week in which February 12 occurs, known as "Lincoln Day;" the third Monday in February, known as "Washington Day;" the last Monday in May, known as "Memorial Day;" Juneteenth (June 19th), July 4th; the first Monday in September, known as "Labor Day;" November 11th, known as "Veterans'

Day;” that Thursday in November proclaimed by the President as “Thanksgiving Day;” December 25th, every day appointed by the President, or Governor of this state, as provided for in subdivisions (b) and (c) of Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Education Code Section 1318 or 37222 for classified employees. School recesses during Christmas, Spring and mid-February periods shall not be considered holidays for classified employees who are normally required to work during that period. However, this shall not be construed as affecting vacation rights specified in this section. Beginning with the 2016-17 school year, spring break shall be the second week following the end of the third quarter.

Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a classified employee is required to work on any of said holidays, he/she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay. An exception to this provision shall apply for employees whose shift begins on one day and ends on the subsequent day which is a holiday, if said employees are compensated for the holiday pursuant to 14.10, and whose work calendar reflects an observance period of a minimum of 24-hours before the next shift begins. Such employees shall have been deemed to be appropriately compensated for the holiday and shall not, in addition, receive time and one-half pay.

The provisions of Article 3 (commencing with Section 37220) of Chapter 2 of Part 22 of this division shall not be construed to, in any way, limit the provisions of this section, nor shall anything in this section be construed to prohibit the governing board from adopting separate work schedules for the certificated and the classified services, or from providing holiday pay for employees who have not been in paid status on days specified herein. Notwithstanding the adopting of separate work schedules for the certificated and the classified services on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day. In addition to, and pursuant to the same regulations as above, four additional paid holidays shall be provided by the District: the day after Thanksgiving, the last working day preceding Christmas, the last working day preceding New Year’s Day and the day known as “Good Friday” as the paid holiday to be granted in lieu of September 9th, known as “Admission Day.”

14.11 VACATION: Commencing July 1, 2019, unit members earn vacation time with full pay on an anniversary date basis according to the following schedule: (A vacation day is equal to the same number of hours as a regularly assigned workday.)

<u>Months of Service</u>	<u>12 Month Employee</u> (Days Accrued Annually)	<u>11 ½ Month Employee</u> (Days Accrued Annually)	<u>11 Month Employee</u> (Days Accrued Annually)	<u>10 ½ Month Employee</u> (Days Accrued Annually)	<u>10 Month Employee*</u> (Days Accrued Annually)
1-60 months	10	9.58	9.16	8.75	8.3
61-120 months	15	14.375	13.75	13.125	12.5
121-132 months	16	15.375	14.75	14.125	13.5
133-144 months	17	16.375	15.75	15.125	14.5
145-156 months	18	17.375	16.75	16.125	15.5
157-168 months	19	18.375	17.75	17.125	16.5
169-180 months	20	19.375	18.75	18.125	17.5
181-192 months	20	19.375	18.75	18.125	17.5
193-204 months	21	20.375	19.75	19.125	18.5
205-216 months	21	20.375	19.75	19.125	18.5
217-228 months	22	21.375	20.75	20.125	19.5
229-240 months	22	21.375	20.75	20.125	19.5
241-252 months	23	22.375	21.75	21.125	20.5
253-264 months	23	22.375	21.75	21.125	20.5
265+ months	25	24.375	23.75	23.125	22.5

The implementation of this schedule shall not be retroactively applied.

Employees and their immediate supervisor will try to mutually agree to the days to be taken for vacation. The immediate supervisor will make a good faith effort to grant the employee's request. If agreement cannot be reached, the employee may make a written request to have the Associate Superintendent, Human Resources, or designee, establish the vacation dates to be taken.

Each classified employee rated as a probationary/permanent employee shall begin earning vacation at the rate of 5/6's of a day for each month in which the employee is in a paid status for more than ½ the working days in the month.

When, for the convenience of the District, vacation is not taken, authorization to carry over such vacation to the succeeding school year shall be requested by the employee through the immediate supervisor and approved by the Superintendent or designee.

Classified employees accrue up to a maximum number of vacation days annually as noted in the above chart. Commencing the 2024-25 school year, those employees who have vacation balances must reduce their balance to an amount not to exceed 12 vacation days. Commencing the 2025-26 school year, employees who have vacation balances must reduce their balance to an amount not to exceed 10 vacation days.

Carry-over of earned vacation shall not exceed a total of 15 working days in 2023-24, 12 working days in 2024-25, and 10 working days in 2025-26. Carry-over beyond 12 (2024-25) or 10 (2025-26) days may be approved on a case-by-case basis by the immediate supervisor. Absent approval by the immediate supervisor as noted, vacation in excess of the maximum days shall be paid out at the conclusion of each school year. Earned vacation shall not be permitted to accrue for the purpose of taking extended vacations. Unless otherwise approved by the District, all employees scheduled to work less than 12 months shall take earned vacation when school is not in session.

Permanent part-time employees earn vacation in the proportion that the average number of hours worked per day throughout the school year bear to full-time employment.

A holiday falling within a prescribed vacation shall be deemed a holiday and not charged as vacation.

Classified employees may interrupt or terminate vacation leave in order to begin sick leave without returning to service, provided the employee supplies adequate notice, within three (3) business days upon returning from vacation, and relevant supporting information to justify such interruption or termination.

An employee who has accumulated 75 or more days of sick leave shall be credited with one additional vacation day on an annual basis. This vacation day shall not be accrued year-to-year.

The District shall deduct any vacation taken but not earned from the final pay warrant. Subject to the employee's obligation to the District, the employee shall be entitled to any unused vacation time upon termination.

14.12 "T" (FLOATING) DAY: A "T" Day shall be defined as a floating holiday and is a benefit for all qualified classified employees. Employees and their immediate supervisor will try to mutually agree to the day to be taken as the employee's "T" Day. The immediate supervisor will make a good faith effort to grant the employee's request.

1 If agreement cannot be reached, the employee may make a written request to have the
2 Associate Superintendent, Human Resources, or designee establish the “T” Day.

3
4 First year classified bargaining unit employees are eligible for a “T” Day if they serve
5 75% of their work year.
6

7 14.13 REQUIRED EXAMINATIONS CONDUCTED BY LICENSED AGENCIES:

8 Whenever a physical exam is required to be taken as a condition of continued
9 employment by the District, the District shall pay for the physical exam.
10

11 Whenever a tuberculin test is required to be taken as a condition of continued
12 employment by the District, the District shall pay for the tuberculin test.
13

14 14.14 CERTIFICATE OF FOOD SERVICE: The District will pay for training/test to obtain
15 ServSafe Certificate for lead new employees and for renewals for Nutrition Service
16 Managers and Lead Persons at the K-6 and 7-8 levels.
17

18 The District will pay for the renewal tests once every three years.
19

20 If the employee does not pass the test, they must retake it at their expense.
21

22 14.15 SAFE WORKING ENVIRONMENT: Employees are entitled to a working environment
23 that is healthy and safe not only from physical hazards, but from abusive behavior on the
24 part of co-workers. Abusive behavior among co-workers, collectively referred to as
25 workplace bullying, includes patterns of demeaning, insulting, degrading, manipulative
26 and falsely accusing psychological, verbal and written attacks on an employee that cannot
27 be justified by any legitimate operational needs of the District. Abusive behaviors can
28 exist between equals in the organizational hierarchy, as well as between those in
29 supervisor/subordinate relationships. The District agrees to promptly investigate all
30 instances of alleged workplace bullying reported by employees to the Human Resources
31 Office. The District further agrees to take necessary action to eliminate these behaviors
32 where an investigation determines they are in fact occurring. Persons assigned by the
33 District to investigate claims of workplace bullying shall first be educated on the subject
34 to a degree that they understand the issues involved, and are likely to recognize bullying
35 when presented with evidence consistent with this pattern of behaviors. Employees who
36 are found in violation of this section will be subject to appropriate discipline, up to and
37 including dismissal.
38

39 Thirty (30) work days after the receipt of the formal complaint, a written update
40 regarding the status of the complaint shall be provided to the employee and the
41 Association.
42
43

1 14.16 CAMPUS SUPERVISORS AND SCHOOL SAFETY OFFICERS

2
3 14.16.1 ALL CAMPUS SUPERVISORS: All Campus Supervisors contracted for 7
4 hours per day shall receive overtime compensation for all additional time
5 worked.

6
7 14.16.2 ELLIOTT CAMPUS SUPERVISORS: Elliott Campus Supervisors shall
8 become 8-hour per day employees effective July 1, 2010. Effective July 1,
9 2019, the District may advertise any Campus Supervisor vacant position as less
10 than 8-hours per day.

11
12 14.16.3 ASSIGNING OVERTIME TO CAMPUS SUPERVISORS: At the beginning of
13 each school year when administrators start assigning overtime to campus
14 supervisors, the assignments shall be offered based on seniority. The campus
15 supervisor with the most District seniority at the site shall have the first right of
16 refusal. If they decline the assignment, it should be offered to the next campus
17 supervisor on the seniority list and so on down the list. If the assignment is
18 accepted, then the next overtime opportunity shall be offered to the second most
19 senior District campus supervisor and so on down the list. Supervisors will
20 make a good faith effort to distribute overtime assignments as equitably as
21 possible throughout the school year.

22
23 Following the assignment of overtime at the site per section 14.16.3, if no on-
24 site Campus Supervisors take the assignment, the site shall solicit interest in the
25 assignment from other 9-12 sites, including Elliott Alternative Education
26 Center. If no campus supervisors at the 9-12 sites (including Elliott), accept the
27 offered overtime, then campus supervisors at the junior high school sites may be
28 offered the overtime opportunity on a seniority basis.

29
30 14.16.4 ASSIGNING OVERTIME TO SCHOOL SAFETY OFFICERS:

31
32 Overtime may be offered to School Safety Officers based on District need.
33 When Assigning overtime to School Safety Officers, the assignments shall be
34 offered based on seniority, except that School Safety Officers who are assigned
35 to a school site or sites that are participating in an event will be given first right
36 of refusal for overtime.

37
38 A good faith effort will be made to provide a 48 hour notice of overtime.

39
40 If the School Safety Officers at the school site or sites as noted above declines
41 the overtime, or if they accept and additional School Safety Officers are needed,
42 the School Safety Officer with the most District seniority shall have the first
43 right of refusal. If s/he declines the assignment, it should be offered to the next
44 School Safety Officer on the seniority list and so on down the list. If the
45 assignment is accepted, then the next overtime opportunity shall be offered to
46 the second most senior District School Safety Officer and so on down the list.

1 The offering of overtime to the School Safety Officer with the most District
2 seniority – where applicable in this agreement – will start over at the beginning
3 of each school year with the most senior School Safety Officer.

4
5 The presence of local law enforcement will not supplant or take the place of
6 School Safety Officers at District events.

7
8 Overtime assignments declined by all School Safety Officers will be offered to
9 Security Patrol/Call Center Technicians on a seniority basis.

10
11 As a result of the language agreed upon in article 14.16, the Letter of Agreement: Campus
12 Supervisor Overtime and the Memorandum of Understanding: School Safety Overtime are
13 eliminated.

14
15 14.17 SHIFT HOURS: Shift hours are defined as the starting and ending time of the work
16 hours for the bargaining unit member. Starting time refers to the time the employee is
17 physically at his/her work location ready to perform his/her assigned duties. Shift hours
18 shall be established when positions are offered. The District has the right to change the
19 regular starting and ending times. These changes shall not be arbitrary or capricious.

20
21 Notification: CSEA shall be notified when the District makes changes to the classified
22 bargaining unit member's shift hours by more than thirty (30) minutes.

23
24 14.18 SHIFT CHANGES FOR STUDENT NON-ATTENDANCE DAYS, WINTER, SPRING
25 AND SUMMER RECESSES: Temporary shift changes may be offered during non-
26 attendance days and recesses to bargaining unit members (i.e. Night Shift to Day Shift).

- 27
28 a. Shift change offers will be at the discretion of the supervisor.
29 b. If the shift change is needed for efficient operation of the District and the
30 bargaining unit member declines the offer, the District may request a meeting
31 with the employee to address the concern.
32 c. Shift change offers will not be arbitrary or capricious.

33
34 14.19 HANDBOOKS: District handbooks will not supersede the CSEA collective bargaining
35 agreement nor change the terms or conditions of employment.

36
37 14.20 REGULATORY COMPLIANCE: Employees will complete, within established time
38 windows, mandated reporter training.

39
40 14.21 NOTIFICATION OF CHANGE: The President of the California School Employees
41 Association, Chapter 007, will be informed in writing of any changes related to terms and
42 conditions of employment prior to implementation within the scope of representation.

43
44 14.22 EMPLOYEE IDENTIFICATION: The District shall provide each employee with an
45 identification badge, which each employee shall be required to possess and wear in a
46 visible, but safe, manner during working hours.

1 14.23 YARD DUTY SUPERVISORS: Notwithstanding any term to the contrary, the following
2 terms and conditions are applicable to the Yard Duty Supervisor Classification:

3
4 Work Year: Yard Duty Supervisors will work all student attendance days.

5
6 Staff Development: The District will provide three (3) hours of staff development prior
7 to the first student attendance day each year.

8
9 Hours of Employment: The District will determine the time and hours of operation and
10 determine the kinds and levels of services to be provided.

11
12 Extra Hours: When the District determines additional hours are needed at a specific
13 school site, those additional hours will be assigned to the employee working at the site.
14 Site Administration will make a good faith effort to distribute extra hours as equitably as
15 possible throughout the school year.

16
17 Standby Time: Yard Duty Supervisors who have a break in service, fifteen (15) minutes
18 or less, shall be compensated for the minutes of standby time at their regular rate of pay.

19
20 Expenses and Materials:

- 21
22 a. Uniforms – The District shall provide a safety vest which is to be visibly worn
23 during their shift hours.
24 b. Safety Equipment – The District shall provide a metal whistle. A school radio
25 may be used for communication, as deemed necessary.

26
27 Working Conditions:

28 REST PERIOD: Employees who work at least three (3) consecutive hours in a
29 day are entitled to one (1) duty free, 10 minute rest period on that same day.
30 Employees who work less than three (3) hours are not entitled to a rest period.

31
32 LUNCH PERIOD: Employees assigned more than 6 consecutive hours in a day
33 shall be entitled to a duty free lunch of at least 30 minutes. The length of time for
34 such lunch period shall not be less than one-half (1/2) hour nor more than sixty
35 (60) minutes.

36
37 14.24 JOB RELATED TRAINING: The District may provide, and require participation in,
38 training related to a classified employee's position and/or duties during the employee's
39 shift on scheduled work days without additional compensation. The training(s) provided
40 pursuant to this term shall not be the training topics or sessions offered as part of "lump
41 sum" professional development initiative referenced in Article 7.20.

ARTICLE 15

ABSENCE AND LEAVES

1 15.1 GENERAL LEAVE POLICIES: Except as otherwise provided in this Agreement, all
2 leaves require prior District approval.

3
4 The District at any time may require supporting evidence, including physician's
5 verification and documentation, of stated reasons for leave. Such evidence shall be
6 required within a reasonable time. False statements related thereto or failure to
7 produce such verification or documentation shall be grounds for withholding leave
8 benefits and for such other disciplinary action as the District deems appropriate.
9

10 An employee returning from leave of absence of indefinite duration shall provide
11 notice of return as soon as practical.
12

13 The District may require a physical examination at District expense by a licensed
14 medical practitioner to confirm fitness to return to work and/or perform assigned
15 duties. The District shall consult with the employee in an effort to find a physician
16 mutually agreeable to the employee and the District.
17

18 An employee who, without explanation provided to the District prior to expiration of
19 leave, does not return at expiration of leave may be deemed to have voluntarily
20 resigned and his/her employment may be terminated by the District.
21

22 An employee on an approved leave of absence shall continue to earn seniority while
23 on such leave.
24

25 An employee on an approved leave may not visit his/her work site when on such
26 leave.
27

28 15.2 BEREAVEMENT LEAVE: A bargaining unit member shall be granted up to ten
29 (10) days of bereavement leave due to death of family members as follows:
30

31 Bargaining unit member's spouse* or registered domestic partner*

32
33 Parent* or child of the bargaining unit member or the bargaining unit
34 member's spouse.
35

36 An individual for which the bargaining unit member is the main caregiver,
37 trustee of the estate or holds power of attorney.
38

39 Bereavement Leave of Absence shall be granted for no more than seven (7) days for
40 the death of grandparent* or grandchild*.
41

42 Verification of status may be required by the Human Resources Office.
43

Unit members shall be granted Bereavement Leave of Absence for no more than three (3) days for less than 200 miles, or for no more than five (5) days if in excess of 200 miles on account of the death of any member of the unit member's family as defined below:

Son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt and uncle.

The number of days noted under this section are maximums and are to be used to mourn the loss of a family member and not to be used to extend a vacation.

(*The intent of this language is to include foster, step and adopted children and grandchildren, as well as foster and step-parents and grandparents.)

Bereavement leave shall only be taken in full day increments and is available within six (6) months.

- 15.3 PERSONAL LEAVE: A leave of absence may be granted to a unit member for one year or less for personal reasons. Personal Leave will not be granted to a unit member to engage in employment outside of the District. If leave is unpaid, the employee, during time of leave, shall earn or be entitled to only those benefits specified in the notice of approval.

Salary deductions are made for all Personal Leaves whether or not a substitute is required. Leaves for personal business cannot be made up. Salary deduction for personal leaves may be made from the first payroll following such leave.

Personal Leaves of one day or less should be recorded on the District's "Employee Absence Report" as "Personal Absence." Such "Personal Absence" must have prior approval of employee's supervisor.

- 15.4 JURY DUTY: Any employee who is subpoenaed or summoned for and reports for jury duty shall be paid his/her regular salary during his/her required absence. An employee shall contact his/her immediate supervisor as soon as possible upon being notified he/she has received a summons for jury duty. An employee called for jury duty shall furnish the District with a notice to serve and attend.

- 15.5 PREGNANCY DISABILITY LEAVE: All female employees in the unit are eligible for "Pregnancy Disability Leave." The length of the leave shall be for the duration of the disability. Accumulated sick leave shall be used for this leave.

PROVISIONS: Absence under "Pregnancy Disability Leave" shall be for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

Leave shall commence on the date the physician certifies that the employee is medically unable to work. The District shall be given notice as soon as practicable.

1 A statement in writing attesting to the condition of pregnancy shall be submitted by
2 the personal physician of the employee at the time the request is submitted for a leave
3 of absence for pregnancy disability. Such request shall be received as soon as
4 practicable prior to commencement of the leave.

5
6 The leave shall terminate when the employee's physician certifies that the employee
7 is medically able to return to work. Notice of return to work should be given as soon
8 as possible.

9
10 When the absence extends beyond accumulated sick leave, the employee shall receive
11 salary pursuant to Section 15.11.6 of this Article.

12
13 15.6 CHILD CARE LEAVE: All employees in the unit are eligible, up to one academic
14 year, without salary, for "Child Care Leave."

15
16 PROVISIONS: The District may grant a "Child Care Leave for the purpose of
17 childbearing or childrearing. If leave is requested for childbearing:

- 18
19 a. Pregnancy shall be confirmed in writing by the employee's personal physician.
20 b. With District approval, leave may commence at any time between the physician's
21 confirmation of pregnancy and one year after the child is born.

22
23 If a leave is requested for childrearing, the District may grant an employee such leave
24 as a result of de facto or de jure custody of a child three years of age or less.

25
26 15.7 MILITARY LEAVE: Classified employees shall be granted "Military Leave of
27 Absence" pursuant to the law.

28
29 15.8 EMERGENCY ABSENCES: In case of an emergency requiring unforeseen absence
30 from work, an employee shall notify the principal or immediate supervisor as soon as
31 possible. An "emergency" is an unforeseen situation which is beyond the control of
32 the employee and which requires the presence of the employee away from work to
33 prevent major economic loss to the employee, or major disruption of the employee's
34 personal life.

35
36 Emergency absence is not itself a leave. Upon his/her return, the appropriate type of
37 leave for the "Emergency Absence" must be determined with the immediate
38 supervisor and "Leave Request" submitted.

39
40 Written confirmation of the emergency, including any documentation as required by
41 the District, shall be submitted within 5 days of such absence.

42
43 15.9 PERSONAL PARTIAL-PAID LEAVE: "Personal Partial-Paid Leave" (not to
44 exceed 5 workdays) may be granted to a permanent employee. Salary deduction shall
45 be Step I of range applicable to the salary schedule for his/her position. Accrued sick
46 leave is not required in order to apply for "Personal Partial-Paid Leave."

1 15.10 PERSONAL NECESSITY LEAVE: Up to 7 days of accrued sick leave per year may
2 be used for “Personal Necessity Leave.” “Personal Necessity Leave” cannot be used
3 if the employee has no accrued sick leave.
4

5 Three (3) of the seven (7) days may be used as non-consecutive “no tell” days. The
6 employee may use “no tell” days at the employee’s election, but with prior
7 notification of at least 12 hours to the immediate supervisor, except in unforeseen
8 circumstances.
9

10 Other “Personal Necessity Leave” days can be used for such matters as:
11

12 Death or serious illness in the immediate family (defined as a sickness that may
13 be terminal)
14

15 Accident involving person or property of employee or immediate family
16

17 Appearance in court as litigant or witness under official order
18

19 Matters of a legal nature
20

21 Matters of a medical nature
22

23 Real and personal property transactions
24

25 Family business
26

27 Wedding and wedding preparations
28

29 Graduation or similar ceremonies for members of the immediate family
30

31 Retirement counseling
32

33 Adoption proceedings
34

35 Religious observances
36

37 Attendance at a funeral of an acquaintance or relative other than the immediate
38 family
39

40 Participation in special events or honors (must be explained)
41

42 Business that cannot be taken care of before or after work hours (must be
43 explained)
44

45 These other “Personal Necessity Leave” days need to be requested in advance, in
46 writing, and must be approved by the supervisor.

1 “No tell” days shall be used in increments of no less than one-half of the employee’s
2 normal workday.

3
4 “Personal Necessity Leave” is not to be used for the purpose of extending weekends,
5 holidays or vacation periods.

6
7 15.11 SICK LEAVE:
8

9 15.11.1 ACCRUAL: Each classified employee regularly employed on a full-time
10 and permanent basis shall be entitled to leave of absence without loss of
11 pay for illness or injury on the basis of 12 days or fraction thereof of sick
12 leave per calendar year earned on the basis of one day per month. Leave
13 will be computed and credited to the service record of the employee at the
14 beginning of the fiscal year whether or not employee is on duty the first
15 working day of the school year. If employment terminates prior to the end
16 of the school year, and the employee has exceeded his/her prorated sick
17 leave, the employee shall refund to the District an amount of money equal
18 to the pay received for unearned sick leave. Unused sick leave shall be
19 carried forward to the succeeding year(s). Sick leave benefits shall not be
20 used as severance pay.

21
22 15.11.2 USE OF SICK LEAVE: Pay for any day of such absence shall be the
23 same as the pay which would have been received had the employee served
24 during the day. Credit for sick leave need not be accrued prior to taking
25 such leave by the employee. Sick leave may be taken at any time during
26 the year, however, a new employee of the District shall not be eligible to
27 take more than 6 days, or the proportionate amount to which he/she may
28 be entitled under this section, until the first day of the calendar month after
29 completion of 6 months of active service with the District.

30
31 Regular part-time employees shall be entitled to sick leave and all other
32 benefits conferred by law as granted by the Governing Board to the
33 majority of the regular full-time employees in the classified service of the
34 District. Such leaves and benefits shall be prorated in the same ratio as the
35 regular work hours per day, days per week, weeks per month, or months
36 per year of such part-time employees bear to 8 hours per day, 40 hours per
37 calendar week, calendar weeks per month, or 12 calendar months during
38 the school year. This entitlement shall not apply to employees designated
39 as substitutes, short-term, or limited-term employees.
40

41 15.11.3 ILLNESS-MEMBER OF IMMEDIATE FAMILY: An employee’s
42 absence for serious illness of a member of the family residing in the
43 immediate household of the employee may be charged at the election of
44 the employee against accumulated sick leave without loss of pay. Such
45 leave shall not exceed three days for any one illness. Members of the
46 family are as defined in “Bereavement Leave.”

1 15.11.4 PROOF OF ILLNESS OF EMPLOYEE OR OF IMMEDIATE FAMILY
2 MEMBER: Where absence from duty exceeds 5 days, the supervisor may
3 require a written, signed certificate as proof of illness from a licensed
4 medical practitioner.

5
6 Where sick leave benefit privileges appear to be abused by repeated one-
7 or-partial day absences, the supervisor may require proof of illness,
8 including a licensed medical practitioner's verification of illness. Lack of
9 satisfactory proof of illness shall result in a refusal to allow such time off
10 to be charged to sick leave.

11
12 15.11.5 TRANSFER OF ACCUMULATED SICK LEAVE FROM ANOTHER
13 DISTRICT: Any classified employee of any school district or county
14 superintendent of schools who has been employed for a period of one
15 calendar year or more whose employment is terminated for reasons other
16 than action initiated by the employer for cause and who subsequently accepts
17 employment with Modesto City Schools within one year of such termination
18 of his/her former employment, shall have transferred with him/her to this
19 District the total amount of earned leave of absence for illness or injury to
20 which he/she is entitled under Education Code Section 45191.

21
22 15.11.6 ENTITLEMENT TO OTHER SICK LEAVE: Each employee shall once
23 a year be credited with a total of 100 working days of paid sick leave
24 inclusive of sick leave provided under Section 15.12.1 below. Each day
25 of sick leave, in addition to those provided in Section 15.12.1, shall be
26 compensated at the rate of fifty percent (50%) of the employee's regular
27 salary. The paid sick leave provided under this section shall be non-
28 cumulative and exclusive of any other paid leave, holidays, vacation, or
29 compensating time to which the employee may be entitled.

30
31 15.11.7 DONATION OF SICK LEAVE/SICK LEAVE BANK: A bargaining unit
32 member may donate up to forty (40) hours of sick leave per school year to
33 a sick leave bank, or in response to a sick leave donation request solicited
34 by CSEA. Such donation of hours can be submitted to CSEA via email.

35
36 Sick leave hours donated to the sick leave bank shall not be returned once
37 donated.

38
39 A bargaining unit member's receipt of sick leave hours will be determined
40 by a committee comprised of two (2) District-designated administrators
41 and two (2) CSEA-designated representatives. All representatives must
42 agree in writing (using an agreed-upon form and process) that an
43 employee will receive the donated sick leave and state the number of
44 hours. The committee shall not be permitted to award sick leave hours in
45 excess of the hours available. Unused sick leave hours will rollover to the

1 following year. A retiree (retired from service CalPERS) may donate sick
2 leave days upon retirement.

3
4 A bargaining unit member shall be required to specify the number of hours
5 requested and provide sufficient information for the committee to render a
6 decision.

7
8 The bargaining unit member's use of such hours shall be subject to the
9 following conditions/limitations:

10
11 The bargaining unit member receiving donated sick leave must
12 exhaust his or her available sick leave and is not eligible for
13 other types of leaves prior to receiving a donation of sick leave
14 days.

15
16 The maximum amount of leave that may be received and used
17 by a bargaining unit member is 80 hours during any school
18 year, unless approved by the committee, which may make a
19 determination of hours based on the needs and specific
20 circumstances of the situation and the number of hours donated
21 by unit members. A bargaining unit member may make
22 multiple requests per school year but cannot exceed 80 hours
23 per year, except as approved by the committee.

24
25 The District may prohibit receipt of such leave if there is
26 suspected abuse of sick leave.

27
28 The donation of sick leave will be on an hour by hour basis
29 without regard to classification or salary.

30
31 15.12 INDUSTRIAL ACCIDENT OR INDUSTRIAL ILLNESS LEAVE: All employees
32 in the unit are eligible up to 60 work days for "Industrial Accident or Industrial
33 Illness Leave," at full salary.

34
35 15.12.1 PROVISIONS: Employees shall be provided leave of absence for
36 industrial accident or illness under the following rules and regulations:

- 37
38 a. The accident or illness must have arisen out of and in the course of
39 employment of the employee and must be accepted as a bona fide
40 injury or illness arising out of and in the course of employment by
41 the District.
- 42
43 b. Allowable leave for each industrial accident or illness shall be for
44 the number of days temporary disability not to exceed 60 working
45 days in any one fiscal year.
- 46

- c. Allowable leave shall not be accumulated from year-to-year.
- d. The leave under these rules and regulations shall commence on the first day of absence.
- e. When an employee is absent from duty on account of industrial accident or illness, the employee shall be paid such portion of the salary due for any month in which absence occurs, as when added to the employee's temporary disability indemnity will result in payment to the employee of not more than full salary.
- f. "Industrial Accident or Illness Leave" shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- g. When an "Industrial Accident or Illness Leave" extends into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- h. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of this industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants in payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- i. The benefits provided by these rules and regulations shall be applicable to employees upon employment.
- j. The "Industrial Accident or Illness Leave of Absence" is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- k. Once an injured worker returns to work, or is deemed able to work whether they are permanent and stationary or not, the District has no obligation to pay temporary disability indemnity benefits. Therefore, if an employee schedules a medical appointment during work hours, they must take vacation, sick leave or be docked for time missed.

1 l. Periods of leave of absence, paid or unpaid, shall not be considered
2 to be a break in service of the employee.

3
4 m. When all available leaves of absence, paid or unpaid, have been
5 exhausted, and if the employee is not medically able to assume the
6 duties of the person's position, the person shall, if not placed in
7 another position, be placed on a reemployment list for a period of
8 39 months. Prior to taking such action, however, the employee
9 shall be notified in writing that available paid leave has been
10 exhausted and shall be offered an opportunity to request additional
11 leave. To be considered, the request for additional leave must be
12 received by the District within 10 calendar days after the written
13 notice from the District has been mailed to the employee's last
14 home address on file in the Human Resources Office. When
15 available, during the 39 month period, the person shall be
16 employed in a vacant position in the class of the person's previous
17 assignment over all other available candidates except for a
18 reemployment list established because of lack of work or lack of
19 funds, in which case the person shall be listed in accordance with
20 appropriate seniority regulations.

21
22 n. An employee who has been placed on a reemployment list, as
23 provided herein, who has been medically released for return to
24 duty and who fails to communicate within 5 working days
25 acceptance of an appropriate assignment, may be dismissed.

26
27 15.13 ADDITIONAL LEAVE FOR NON-INDUSTRIAL ACCIDENT OR ILLNESS:

28 A permanent employee of the classified service who has exhausted all entitlement
29 to sick leave and who is absent because of non-industrial accident or illness may be
30 granted additional leave, paid or unpaid, not to exceed 6 months. The Board may
31 renew the leave of absence paid or unpaid, for two additional 6-month periods or
32 such lesser leave periods that it may provide but not to exceed a total of 18 months.

33
34 An employee, upon ability to resume the duties of a position within the class to which
35 he/she was assigned, may do so with reasonable notice at any time during the leaves
36 of absence granted under this section and time lost shall not be considered a break in
37 service. The employee shall be restored to a position within the class to which he/she
38 was assigned and, if practicable, to the former position with all the rights, benefits
39 and burdens of a permanent employee. If leave is without pay, employee does not
40 earn vacation while on leave. If at the conclusion of all leaves of absence, paid or
41 unpaid, the employee is still unable to assume the duties of his/her position, he/she
42 shall be placed on a reemployment list for a period of 39 months. At any time during
43 the prescribed 39 months the employee is able to assume the duties of this position,
44 he/she shall be reemployed in the first vacancy in the classification or his/her
45 previous assignment. His/Her reemployment will take preference over all other
46 applicants except for those laid off for lack of work or funds under Education Code

Section 45298 in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be restored as a permanent employee.

15.14 EXTENDED LEAVE OF ABSENCE FOR ILLNESS: If a person is absent beyond accumulated sick leave because of illness, a leave of absence may be requested in writing if absence is going to extend beyond 10 working days. The reasons, anticipated date of return, and doctor's confirmation shall be included in the request. Such leave, if granted, protects an employee's employment until the expiration of such leave. Vacation pay, holiday pay, sick leave, or stability benefits are not earned by employee on such leave.

15.15 STUDY OR RETRAINING LEAVE: An unpaid leave of absence not to exceed one year for study or retraining may be granted on terms mutually acceptable to the District, the employee and CSEA.

15.16 COMMUNITY SERVICE LEAVE: All employees in the unit are eligible up to 3 work days at full salary for "Community Service Leave."

PROVISIONS: When a staff member who holds a responsible position as an officer in a local community group or organization is elected to represent this organization in a regional, state, national or world conference, that individual may be granted at least one leave of absence during the school year, not to exceed a total of 3 days, to attend this conference as an official representative of his/her community organization without loss of pay.

Attendance at such a conference shall be verified by travel or hotel receipts, programs, or other appropriate evidence of participation. Upon return, the employee shall verify in writing attendance at the conference for the period of leave and that the employee was not reimbursed or entitled to reimbursement for any loss of salary.

15.17 ASSOCIATION LEAVE: See Article 20 Union Rights

15.18 LEAVE TO PARTICIPATE IN ACTIVITIES AT CHILD'S SCHOOL OR LICENSED DAY CARE FACILITY: Under authority of Labor Code Section 230.8, a unit member who is a parent, guardian, or grandparent having custody of one or more children in kindergarten or grades one to twelve, inclusive, or attending a licensed day care facility may take time off up to 40 hours each calendar year, not exceeding 8 hours in any calendar month or the year, to participate in activities of the school or licensed child day care facility of any of his/her children.

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

1 the conditions described above only if he/she obtains the supervisor's approval for the
2 requested time off.

3
4 The unit member shall request the planned time off by giving at least 3 work days advance
5 notice to his/her supervisor and shall utilize accrued vacation, personal leave (without pay),
6 or accrued compensatory time off for purposes of the planned absence authorized above.

7
8 The unit member taking the planned time off, described above, shall provide
9 documentation from the school or licensed child day care facility as proof that he/she
10 participated in school or licensed child day care facility activities on a specific date
11 and at a particular time. "Documentation," for purposes of this planned leave, means
12 whatever written verification or parental participation in activities the school or
13 licensed child day care facility deems appropriate and reasonable.

14
15 **15.19 FAMILY CARE LEAVE:**

16
17 15.19.1 This leave shall be granted in addition to other leaves in the contract. All
18 bargaining unit employees are eligible for Family Care Leave.

19
20 15.19.2 COMPENSATION: No salary except as authorized pursuant to paragraph
21 (d) below.

22
23 15.19.3 PROVISIONS:

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

33
34 b. For purposes of this section:

35
36 1. "Child" means a biological, adopted, or foster child, a stepchild, a
37 legal ward or a child of a person standing in loco parentis who is
38 either of the following:

- 39
40 a) Under 18 years of age
41 b) An adult dependent child

42
43 2. "Family care" means one of the following:

- 44
45 a) Leave for reason of the birth of a child of the employee, the
46 placement of a child with an employee in connection with the

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

- d. An employee taking a leave permitted by subdivision (a) may elect, or the District may require the employee, to substitute for leave allowed under subdivision (a), any of the employee's accrued vacation leave or other accrued time off during this period or any other paid or unpaid time off negotiated with the District. If an employee takes a leave because of the employee's own serious health condition, the employee may also elect, or the District may also require the employee, to substitute accrued sick leave during the period of the leave. However, an employee shall not use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition unless mutually agreed to by the District and the employee.
1. During any period that an eligible employee takes leave pursuant to subdivision (a) or takes leave that qualified as leave taken under the Federal Family and Medical Leave Act of 1993 (FMLA), the District shall maintain and pay for coverage under a "group health plan," as defined in Section 5000(b) (1) of the Internal Revenue Code of 1986, for the duration of the leave, not to exceed 12 workweeks in a 12-month period, commencing on the date leave taken under the FMLA commences, at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Nothing in the preceding sentence shall preclude the District from maintaining and paying for coverage under a "group health plan" beyond 12 workweeks. The District may recover the premium that the District paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both the following conditions occur:
- a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
- b) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subdivision (a) or other circumstances beyond the control of the employee.
2. Any employee taking leave pursuant to subdivision (a) shall continue to be entitled to participate in employee health plans for any period during which coverage is not provided by the District under paragraph (1), employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any purpose other than those described in subdivision (a). In the absence of these conditions, an employee shall continue to be entitled to participate in these plans, and in the case of health and

welfare employee benefit plans, including life, short-term or long-term disability or accident insurance, or other similar plans, the employer may, at his or her discretion, required the employee to pay premiums, at the group rate, during the period of leave not covered by any accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the District, as a condition of continued coverage during the leave period. However, the nonpayment of premiums by an employee shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement or any employee benefit plan.

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

- e. During a family care and medical leave period, the employee shall retain employee status with the District, and the leave shall not constitute a break in service, for purposes of longevity, seniority under the collective bargaining agreement, or any employee benefit plan. An employee returning from leave shall return with no less seniority than the employee had when the leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits.
- f. If the employee's need for a leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.
- g. 1. The District may require that an employee's request for leave to care for a family member as defined in section 2.b who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:
 - a) The date on which the serious health condition commenced.
 - b) The probable duration of the condition.
 - c) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring care.
 - d) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

2. Upon expiration of the time estimated by the health care provider in subparagraph (c), the District may require the employee to obtain recertification in accordance with the procedure provided in paragraph (1), if additional leave is required.
3. The District may require that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by his or her health care provider. That certification shall be sufficient if it includes all of the following:
 - a) The date on which the serious health condition commenced.
 - b) The probable duration of the condition.
 - c) A statement that, due to the serious health condition, the employee is unable to perform the function of his or her position.
4. The District may require that the employee obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, in accordance with the procedure provided in paragraph (a), if additional leave is required.
 - a) In any case in which the employee has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the District, concerning any information certified under paragraph (1).
 - b) The health care provider designated or approved under subparagraph (a) shall not be employed on a regular basis by the District.
 - c) In any case in which the second opinion described in subparagraph (a) differs from the opinion in the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the District and the employee, covering the information certified under paragraph (1).
5. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the District may have a policy that requires the employee to obtain certification from his or her health care provider that the employee is able to resume work. Nothing in this paragraph shall supersede other sections of this collective bargaining agreement that govern the return to work of that employee.

- 1 h. These leave of absence provisions shall be construed as separate and
2 distinct from those of Government Code Section 12945.
3
- 4 i. Leave provided for pursuant to this section may be taken in one or more
5 periods. The 12-month period during which 12 workweeks of leave may
6 be taken under this section shall run concurrently with the 12-month
7 period under the FMLA, and shall commence the date leave taken under
8 the FMLA commences.
9
- 10 j. In any case in which both parents entitled to leave under subdivision (a)
11 are employed by the District, the District shall grant leave to each
12 employee according to the California Family Rights Act (CFRA).
13
- 14 k. 1. Notwithstanding subdivision (a), the District may refuse to reinstate
15 an employee returning from leave to the same or a comparable
16 position if all of the following apply:
17
- 18 a) The employee is a salaried employee who is among the highest
19 paid 10 percent of the District's employees.
20 b) The refusal is necessary to prevent substantial and grievous
21 economic injury to the operations of the District.
22 c) The District notifies the employee of the intent to refuse
23 reinstatement at the time the employer determines the refusal is
24 necessary under subparagraph (b).
25
- 26 2. In any case in which the leave has already commenced, the District
27 shall give the employee a reasonable opportunity to return to work
28 following the notice prescribed by subparagraph (c).
29
- 30 l. Leave taken by an employee pursuant to this section shall run
31 concurrently with leave taken pursuant to the federal Family and
32 Medical Leave Act of 1993 (FMLA), except for any leave taken under
33 the FMLA for disability on account of pregnancy, childbirth, or related
34 medical conditions. The aggregate amount of leave taken under this
35 section or the FMLA, or both, except for leave taken for disability on
36 account of pregnancy, childbirth, or related medical conditions, shall not
37 exceed 12 workweeks in a 12-month period. An employee is entitled to
38 take, in addition to the leave provided for under this section and the
39 FMLA, the leave provided for in Government Code Section 12945, if
40 the employee is otherwise qualified for the leave.
41
42

1 15.20 FAMILY CARE LEAVE FOR THE FAMILIES OF COVERED SERVICE
2 MEMBERS:
3

4 Pursuant to law, the District shall grant family care leave for the employee of a
5 covered service member as follows:
6

- 7 a) Leave due to a qualifying exigency arising out of the fact that the
8 employee's spouse, child, or parent is on active duty or call to active duty
9 status in support of a contingency operation as a member of the National
10 Guard or Reserves.
11
12 b) Leave because the employee is a spouse, child, parent or next of kin of a
13 covered service-member with a serious injury or illness.
14

15 15.21 PARENTAL LEAVE:
16

- 17 a. Effective January 1, 2017, an eligible employee (employed for at least 12 months)
18 is entitled to 12-workweeks for parental leave pursuant to the California Family
19 Rights Act and Section 15.19.
20
21 b. If the eligible employee continues to be absent from his or her duties on account
22 of parental leave, the District shall compensate the employee at fifty (50%) of the
23 employee's regular salary for any of the remaining portion of the 12-workweek
24 period in which the absence occurs. Such differential pay shall not take effect
25 until all sick leaves are exhausted. Parental leave shall not exceed 12 workweeks
26 within any 12 month period and the remaining terms of the leave shall be
27 consistent with the California Family Rights Act regulations.
28

29 15.22 COVID-19 LEAVE:
30

31 For the 2021-2022 school year, if contact tracing shows a fully vaccinated unit
32 member was exposed and contracted COVID-19 from school related business,
33 consistent with conditions set forth in Senate Bill 1159 (2020), and is required to
34 quarantine after September 30, 2021 (the expiration date of SB 95) the unit member
35 will be granted up to 10 days of paid leave and will not have his/her sick leave
36 balances reduced. The paid time off may include any new state or federal leaves(s)
37 required, such as an extension of SB 95, because of the COVID-19 pandemic.

ARTICLE 16

EVALUATION AND PERSONNEL FILES

1 The purpose of the classified personnel performance evaluation is to promote open and
2 honest communication between the employee and his/her evaluator. The purpose would also
3 include the identification, reinforcement and improvement of skills, attitudes and abilities
4 which will result in better performance for classified employees, and is a factor to be used in
5 consideration for transfers.

6 7 16.1 EVALUATION

8
9 16.1.1 EVALUATION FORM: The Modesto City Schools' Classified Personnel
10 Performance Evaluation Form shall be used to record the evaluation of
11 classified personnel pursuant to the evaluation procedures set forth in this
12 Article (see Attachments #5 and #6). Effective January 1, 2021, the
13 Classified Personnel Performance Evaluation Form will be revised to
14 include "Exceeds Standards." The evaluator may attach one (1) single sided
15 additional page to include required information related to identifying and
16 correcting deficiencies.

17
18 16.1.2 EVALUATION BY IMMEDIATE SUPERVISOR: The chief responsibility
19 for formal employee evaluation shall be that of the immediate supervisor;
20 however, the responsibility shall be shared with the Superintendent or
21 his/her designee.

22
23 Such evaluation is to be based upon observation of the employee's work,
24 spaced over a sufficient period of time to allow for an adequate sampling of
25 the employee's performance.

26
27 16.1.3 FREQUENCY OF EVALUATIONS: Permanent employees shall be
28 evaluated annually until they have completed their fifth year. From that
29 point forward, if their previous year's overall evaluation "meets standards"
30 then they will be on an every other year basis. Probationary employees, at a
31 minimum, will be evaluated at the 3 month period.

32
33 Permanent employees selected for a promotional position shall serve a
34 probationary period of six months or 130 days in paid status, whichever is
35 longer from the date of hire into the new classification. The employee, at a
36 minimum, shall receive a three (3) month evaluation to determine if the
37 employee is satisfactorily completing the duties of the promotional position.
38 Upon completion of the probationary period, the employee will return to the
39 previous evaluation schedule with the annual or bi-annual evaluation to be
40 completed based upon the first date of paid service in the promotional
41 position.

1 Probationary Child Development Programs (CDP) classified staff will be
2 evaluated by CDP managers. Permanent CDP classified staff will be
3 evaluated by the site manager. Permanent employees with a majority of
4 their positions' funding (51% or more) coming from the federal Head Start
5 grant shall be evaluated annually as per the 45th Code of Federal
6 Regulations, Part 1304.52 (i).

7
8 16.1.4 KEPT IN PERSONNEL FILE: Evaluation materials shall be kept in the
9 employee's personnel file at the Modesto City Schools' Human Resources
10 Office.

11
12 16.1.5 DIRECT OBSERVATION: Evaluations shall be made based primarily
13 upon the direct observation and knowledge of the evaluator. The evaluation
14 is to be completed by the supervisor who is responsible for the work of the
15 employee; however, the responsibility shall be shared with the
16 Superintendent or his/her designee. Management maintains the right to
17 evaluate based on multiple unscheduled observations.

18
19 PARAPROFESSIONALS: An evaluation shall not be completed unless
20 there has been at least one direct observation. A date and approximate time
21 of at least one direct observation will be noted on the evaluation.

22
23 16.1.6 CONFERENCE/EMPLOYEE REVIEW EVALUATION: The employee
24 will receive a copy of the completed evaluation no less than 48 hours
25 (2 working days) prior to the evaluation conference, unless waived by the
26 employee. No evaluation of any employee shall be placed in an employee's
27 personnel file until there has been a conference between the employee and
28 the primary evaluator. Evaluations shall be scheduled by the evaluator
29 within thirty (30) days preceding or forty-five (45) days succeeding the
30 employee anniversary date.

31
32 16.1.7 CORRECTING DEFICIENCIES: If there are any deficiencies noted by the
33 evaluation, the employee shall be informed of how he/she can be expected to
34 improve performance to an acceptable standard for the position, offered
35 assistance, and given a specific time-frame during which to correct deficiencies.

36
37 16.1.8 GRIEVANCE PROCEDURE: Only evaluation procedures shall be subject
38 to the grievance procedure.

39
40 16.1.9 REVIEW TO HUMAN RESOURCES DEPARTMENT: If an employee
41 alleges that an evaluation was based on false or inaccurate information, the
42 employee may request that the Human Resources Department review the
43 allegation. The Human Resources Department shall review the allegation
44 and if deemed necessary, conduct an investigation. The result of the review
45 and investigation shall be forwarded to the evaluator, who shall be given an
46 opportunity to modify the original evaluation or reaffirm the original

1 evaluation. At the request of the employee, the review and investigation
2 report shall be attached to the evaluation.
3

4 16.1.10 WRITTEN RESPONSE ON EVALUATION: The employee shall have the
5 right to attach a written response to the evaluation. The written response
6 will be scanned into the employee's personnel file.
7

8 16.1.11 IMPROVEMENT PLANS: An employee may be placed on an
9 improvement plan if more than 50% of the areas on the factor checklist
10 require improvement and/or are not satisfactory. The immediate supervisor
11 must mark the overall performance "plan for individual improvement."
12 Improvement Plans shall indicate what the employee and the supervisor will
13 accomplish to improve the employee's noted deficiencies. If less than 50%
14 of the factor checklist items are marked requires improvement and/or not
15 satisfactory, and the behavior is significant enough to warrant additional
16 action, Human Resources may make the determination to place the
17 employee on an Improvement Plan.
18

19 16.2 PERSONNEL FILES: Materials in personnel files of employees that may serve as a
20 basis for affecting the status of their employment are to be made available for the
21 inspection of the person involved.
22

23 Such material is not to include ratings, reports, or records which (1) were obtained
24 prior to the employment of the person involved, (2) were prepared by identifiable
25 examination committee members, or (3) were obtained in connection with a
26 promotional examination.
27

28 Every employee shall have the right to inspect these materials upon request, provided
29 that the request is made at a time when the person is not actually required to render
30 services to the District.
31

32 Information of a derogatory nature, except material mentioned in the paragraph
33 above, shall not be entered or filed unless and until the employee is given notice and
34 an opportunity to review and comment thereon. An employee shall have the right to
35 enter, and have attached to any derogatory statement, his/her own comments thereon.
36 The review shall take place during normal business hours, and the employee shall be
37 released from duty for this purpose without salary reduction.
38

39 16.3 RECORDS – HUMAN RESOURCES OFFICE: Employees must notify their
40 principal or work supervisor, in writing, whenever their status changes, such as a new
41 address, new phone number, marital status, name change, increase or decrease in
42 number of dependents, name of person to notify in case of emergency, etc. Principals
43 and supervisors shall be responsible for forwarding such information to the Human
44 Resources Office.

ARTICLE 17

RECLASSIFICATION AND EQUITY ADJUSTMENTS

17.1 DEFINITIONS:

“Positions” means a collection of specific duties, within a classification, assigned to one or more employees.

“Reclassification” means (a) a change of the duties of an existing classification or (b) the assignment of a position in a classification to another classification.

“Classification” as a verb means the creation of a new job description covering an essentially new type of position(s).

“Equity Adjustment” means a change of the salary range assigned to a classification without any change of the duties of the classification.

“Work Day” means a day when the administrative office of the District is open for business.

“Reclassification/Equity Adjustment Review Committee” is a District committee that meets to consider reclassification and equity adjustment proposals.

The parties agree that changing conditions may warrant reclassifications of positions and/or classes that are a part of the bargaining unit. It is also recognized that both the employer and CSEA have vested interests in such reclassifications. The purpose of this article is to facilitate necessary reclassifications and to provide an orderly process for affecting same.

17.2 INITIATION: A reclassification or equity adjustment affecting any position in the classified unit may be proposed by CSEA or the District. CSEA has the right to submit five (5) reclassifications/equity adjustment requests each year to the Reclassification/Equity Adjustment Review Committee for review. For the 22-23 and the 23-24 school years CSEA has the right to submit thirteen (13) reclassifications/equity adjustment requests each year to the Reclassification/Equity Adjustment Review Committee for review. The District has the right to submit an unlimited number of reclassification/equity adjustment requests each year to the committee. The requests shall be submitted in writing to the Human Resources Office on or before the 15th of the month prior to the month when the Committee will meet.

The District shall submit reclassification/equity adjustment requests for the Custodian and School Secretary classifications prior to March 2022.

17.3 PROCESS:

1. Reclassification and/or equity adjustment requests will be reviewed by the Reclassification/Equity Adjustment Review Committee.

2. A six (6) person Reclassification Committee shall be established annually no later than June 30th of the preceding school year. The Committee shall be comprised of three (3) District managers and three (3) CSEA bargaining unit member appointees, which shall be selected by the CSEA Chapter 007 Executive Board.
 3. The Reclassification/Equity Adjustment Review Committee will consider the following: impact on other classifications; need/justification; comparable District salary; increased responsibility or required technical and/or decision-making skills; workload; etc. In addition, the Reclassification/Equity Adjustment Committee may consider the following as part of the reclassification process:
 - a. Last date job description was revised, Board approved;
 - b. Required skills, knowledge, and abilities;
 - c. Required experience and education;
 - d. Scope of responsibility;
 - e. Accountability;
 - f. Complexity;
 - g. Working conditions (e.g. indoor/outdoor, safety, etc.);
 - h. Supervision given or received.
 4. For the 2023-24 school year, the school districts used for comparison purposes shall include:
 - Ceres Unified School District
 - Manteca Unified School District
 - Sacramento City Unified School District
 - Stockton Unified School District
 - Turlock Unified School District
 - Twin Rivers Unified School District
 - Visalia Unified School District
- This list shall be revisited by the Reclassification Committee by June 1, 2024 to evaluate the effectiveness of the revised list of comparable districts. During the 2023-24 school year, in the event that none of the districts listed above has a comparable job description, previously used districts for reclassification purposes shall be used.
- There will be a request for reclassification packet posted on both the internal and external website under the Human Resources Division. The committee, by majority vote, will revise the reclassification packet as needed.
5. The Reclassification/Equity Adjustment Review Committee's decision is not subject to the grievance procedure.
 6. The Committee shall meet a minimum of four (4) days per school year not to exceed eight (8) hours per day in the months of September, November, February, and April. Additional meetings may be scheduled upon five of six committee members voting to approve. No additional compensation will be provided to

1 members serving on the Committee. The District and CSEA may present
2 information to the Committee. Procedures for equal presentation of information
3 shall be determined by the Committee.
4

- 5 7. A minimum of four (4) of the six (6) Committee members must agree for a
6 reclassification to be approved. The deliberation of the Committee shall take
7 place in a confidential setting. The Committee may modify the reclassification
8 request. The Reclassification/Equity Adjustment Review Committee's vote
9 regarding reclassifications is final and binding on the parties.
10
- 11 8. A reclassification request submitted by CSEA may not be resubmitted for
12 consideration for a period of at least 24 months following the Committee's
13 decision. A reclassification request that results in a 3-3 vote shall not be subject
14 to the 24 month restriction.
15
- 16 9. The committee's decision for reclassification and/or equity adjustment shall be
17 summarized in a Letter of Agreement following each meeting. The intent is to
18 create a document that accurately reflects the outcome of the committee's
19 decision.
20
- 21 10. In cases when a reclassification results in the creation of a new job title, which
22 results in employees moving from their previous job title to the new one(s), the
23 previous job title will be considered vacant and obsolete. In such cases, the
24 parties agree to correspond via email communication to document such action for
25 tracking purposes.

ARTICLE 18

DISCIPLINARY PROCEDURES

1 18.1 PROBATIONARY EMPLOYEE: At any time during the probationary period, the
2 Board of Education may terminate the employment of a probationary employee. The
3 employee shall not be entitled to a hearing. Written notice of such action shall be
4 served on the employee either by personal delivery or by mailing such notice to the
5 employee at his/her last address of record in the District Office. The notice shall be
6 so served prior to the expiration of the probationary period.

7
8 18.2 PERMANENT EMPLOYEES: Discipline shall be imposed on permanent employees
9 in the bargaining unit only for just cause. Disciplinary action includes any action,
10 other than layoff, which deprives any employee in the bargaining unit of any
11 classification or any incident of any classification in which the employee has
12 permanence, including dismissal, demotion, suspension or any reassignment without
13 the employee's voluntary consent (except as authorized in this Agreement).

14
15 No disciplinary action shall be taken for any cause which arose prior to the
16 employee's becoming permanent, nor for any cause which arose more than 2 years
17 preceding the date of the filing of the notice of cause unless such cause was concealed
18 or not disclosed by such employee when it could be reasonably assumed that the
19 employee should have disclosed the facts to the District.

20
21 18.3 REMEDATION EFFORT: It is recognized that the District prior to terminating a
22 permanent employee should have made an effort at remediation. Examples of such
23 efforts include verbal and written warnings, suspension with or without pay, or any
24 other appropriate effort to correct or remediate an employee's unsatisfactory
25 fulfillment of his/her job responsibilities, unsatisfactory attendance, or unsatisfactory
26 personal conduct.

27
28 18.4 PROGRESSIVE DISCIPLINE:

- 29
30 1. The District shall endeavor to impose discipline on a progressive basis.
31 Isolated misconduct or performance problems will result in the employee
32 being, first, orally counseled unless isolated misconduct warrants a more
33 formalized level of discipline. Continued misconduct or performance
34 problems will result in the employee receiving written warning regarding the
35 conduct giving rise to potential disciplinary action. If continuing misconduct
36 or performance problems arise further disciplinary action will occur. The
37 employee may submit a response or rebuttal to the written reprimand or
38 warning which will be retained in the record along with the reprimand. The
39 reprimand or warning is not subject to the grievance procedure.
40
41 2. It shall be the goal of the District and the employee to correct deficient
42 behavior without the imposition of severe discipline. After initial counseling

and/or warning, subsequent incidents of misconduct or deficient performance may result in more severe discipline, up to and including termination.

3. Notwithstanding the provisions of this Article, the Superintendent or his/her designee, may, without prior counseling and/or written warning, initiate severe disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such a serious nature as to necessitate the imposition of suspension, demotion or termination, without the benefit of prior written counseling or warning.
4. Whenever possible the District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct. However, it shall be the employee's ultimate responsibility to respond to notice of deficiencies or misconduct. An employee's failure or refusal to correct incidents of misconduct or deficient performance, after oral or written notice, shall be grounds for further disciplinary action.
5. The classified employee may request the presence of a CSEA Union Steward Representative, at any meeting scheduled by a manager where discipline is, or could reasonably be the reason for the meeting. Whenever possible, notice of such meeting shall be in writing to the classified bargaining unit member.

18.5 CAUSES: Each of the following constitutes cause for disciplinary action against a permanent classified employee:

- a) Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- b) Incompetency
- c) Inefficiency
- d) Neglect of duty
- e) Insubordination
- f) Dishonesty, theft, and/or willful destruction of District property.
- g) Use or possession while on duty of alcohol or a controlled substance that impairs the employee's ability to perform his/her duties or abuse of a controlled substance. An employee asserting that a prescribed medication has impaired the employee's ability to perform duties shall be required to participate in the interactive process.

- 1 h) Absence without leave including but not limited to:
- 2 1. Abandonment of Position: Three (3) days of continuous absence without
- 3 leave shall be deemed abandonment and may result in termination as a
- 4 voluntary resignation.
- 5
- 6 2. Repeated or unexcused tardiness or chronic absenteeism or abuse of leave
- 7 privileges.
- 8
- 9 i) Conviction of a felony, conviction of any sex offense made relevant by provisions
- 10 of the Education Code, or conviction of a misdemeanor which is of such a nature
- 11 as to adversely affect the employee's ability to perform the duties and
- 12 responsibilities of his/her position. A plea or verdict of guilty, or a conviction
- 13 following a plea of no contest, is deemed a conviction for this purpose.
- 14
- 15 j) Immoral conduct.
- 16
- 17 k) Actively working for any political party or cause during duty hours.
- 18
- 19 l) Willful disobedience.
- 20
- 21 m) Negligence or willful damage to public property or waste of public supplies or
- 22 equipment.
- 23
- 24 n) Violation of any statute or District policy or procedure.
- 25
- 26 o) Failure to possess or keep in effect any license, certificate or other similar
- 27 requirement specified in the employee's class specification or otherwise necessary
- 28 for the employee to perform the duties of his/her position.
- 29
- 30 p) Physical or mental disability which disability precludes the employee from proper
- 31 performance of his/her duties and responsibilities as determined by competent
- 32 medical authority, except as otherwise provided for by contract or by law
- 33 regulating retirement of employees.
- 34
- 35 18.6 PROCEDURES: The Superintendent or Associate Superintendent, Human
- 36 Resources, may initiate disciplinary action as defined herein against a permanent
- 37 classified employee.
- 38
- 39 Notice of Proposed Disciplinary Action: Prior to the imposition of disciplinary
- 40 action, the District shall give written notice to the employee of the proposed
- 41 disciplinary action. This written notice of disciplinary action shall be deemed
- 42 sufficient if personally delivered or sent to the employee by certified mail, return-
- 43 receipt requested. This Notice of Proposed Disciplinary Action shall include the
- 44 following:
- 45
- 46 a) A statement of the specific disciplinary action.

- 1 b) A statement of the causes therefore as set forth in Section 18.5, above. If the
2 cause stated in Section 18.5, subdivision (n), above is alleged, the statute, rule,
3 policy or procedures violated shall be set forth in the recommendation.
4
- 5 c) A statement of the employee's right to an informal conference (Skelly hearing)
6 with the Superintendent or designee (Skelly Officer). The Skelly Officer shall
7 provide a date for the informal conference, which shall not be less than five (5)
8 work days following receipt or mailing of the Notice of Proposed Disciplinary
9 Action.
10
- 11 d) At the informal conference with the Skelly Officer the employee may respond
12 verbally or in writing to the Notice of Proposed Disciplinary Action.
13
- 14 e) After the informal conference or if the employee waives the informal conference,
15 the Skelly Officer may (1) uphold the proposed disciplinary action, (2) modify the
16 proposed disciplinary action, (3) reject the proposed disciplinary action, or (4)
17 request more information from the employee or the District prior to making a
18 decision.
19
- 20 f) The Skelly Officer's decision shall be in writing and sent to the bargaining unit
21 member via e-mail or by certified mail, return receipt requested.
22
- 23 g) If, after the informal conference, the Skelly Officer determines that the employee
24 should be subject to the proposed disciplinary action, the employee shall be
25 served with a Notice of Disciplinary action.
26

27 Notice of Disciplinary Action: In all such cases involving disciplinary action, the
28 Superintendent or designee shall serve the employee with a Notice of Disciplinary
29 Action, with a copy to the Board. The Notice of Disciplinary Action shall be served
30 upon the employee either personally or by Certified Mail at the employee's last
31 known address of record in the District Office. The recommendation shall include:
32

- 33 a) A statement of the specific disciplinary action.
34
- 35 b) A statement of the causes therefore as set forth in Section 18.5, above.
36
- 37 c) If the cause stated in Section 18.5, subdivision (n), above is alleged, the statute,
38 rule, policy or procedures violated shall be set forth in the recommendation.
39
- 40 d) A statement of the employee's right to appeal the recommendation to the Skelly
41 Officer and the matter and time within which his/her appeal must be filed within 5
42 work days.
43
- 44 e) A Request for Hearing form, the signing and filing of which shall constitute a
45 demand for hearing and a denial of all charges.
46

1 Immediate Interim Disciplinary Action

2
3 The District may immediately suspend an employee without pay if the Skelly Officer
4 determines after the informal conference that the District will be able to show, by a
5 preponderance of the evidence, that the employee engaged in criminal misconduct,
6 misconduct that presents a risk of harm to students, staff, or property or habitual
7 violations of the District's policies or regulations.
8

9 The District may also suspend an employee without pay if a hearing on the charges is
10 held beyond thirty (30) calendar days from the date the hearing is requested.
11

12 If after the hearing, the Governing Board determines the suspension without pay was
13 improper, the employee shall be entitled to back pay.
14

15 APPEAL PROCESS

16
17 Right of Appeal

18
19 The employee, may, within 5 calendar days after receiving the recommendation of
20 disciplinary action described above, appeal by signing and filing the notice of appeal
21 included with the recommendation. Any other written document signed and filed
22 within the specified time limit by the employee shall constitute sufficient notice of
23 appeal. A notice of appeal is filed only by delivering the notice of appeal to the office
24 of the Associate Superintendent, Human Resources, during normal work hours of that
25 office. A notice of appeal may be mailed to the office of the Associate
26 Superintendent, Human Resources, but must be received or postmarked no later than
27 the time limit stated herein.
28

29 Failure to File Notice of Appeal

30
31 If the employee against whom a recommendation of disciplinary action has been filed
32 fails to file a notice of appeal within the time specified in these rules, the following
33 shall apply:

- 34 a. employee shall be deemed to have waived his/her right to appeal,
35 b. if the person making the recommendation has not already ordered the
36 disciplinary action into effect on an interim basis, he/she may order the
37 recommended action into effect immediately, and such action shall be
38 reported to and made subject to ratification by the Board of Education. A
39 copy of such order shall be served upon the employee either personally or by
40 Certified Mail, and a copy shall be delivered to the Board of Education for
41 approval or ratification by the Board.
42

43 Amended or Supplemental Recommendation of Disciplinary Action

44
45 At any time before an employee's appeal is finally submitted to the Board of
46 Education or to a third party neutral for decision, the person making the

1 recommendation may serve on the employee and file with the Board an amended or
2 supplemental recommendation of disciplinary action. If the amended or supplemental
3 recommendation presents new causes or allegations, the employee shall be afforded a
4 reasonable opportunity to prepare his/her defense thereto. Any new causes or
5 allegations shall be deemed controverted and any objections to the amended or
6 supplemental causes or allegations may be made orally at the appeal hearing.
7

8 APPEAL HEARING

9

10 The appeal hearing shall be held at the earliest convenient date, taking into
11 consideration the established schedule of the Board of Education or third party neutral
12 and the availability of representation and witnesses. The employee shall be entitled to
13 appear personally, produce evidence and have representation. The initiating party
14 may also be represented. Neither the Board nor a third party neutral shall be bound
15 by rules of evidence used in California courts. Informality in any such hearing shall
16 not invalidate any order or decision made or approved by the Board or a third party
17 neutral.
18

19 Third Party Neutral

20

21 The Board shall hear the appeal unless the Board elects to appoint a third party
22 neutral. The Board and CSEA shall attempt to mutually agree upon the third party
23 neutral from a list of arbitrators provided by the State Conciliation and Mediation
24 Service. In the event the parties cannot mutually agree upon a neutral, the District
25 and CSEA will take turns striking names until one remains. The order of striking
26 shall be determined by lot. In any case in which the Board hears the appeal, the
27 Board may utilize the services of a third party neutral in ruling upon procedural
28 questions, objections to evidence, and issues of law. If the appeal is heard by the
29 Board, it shall affirm, modify, or revoke the recommendation of disciplinary action
30 and any order of immediate implementation of disciplinary action issued with the
31 recommendation of disciplinary action.
32

33 Decision by the Board of Education

34

35 If the appeal is heard by a third party neutral, he/she shall prepare a proposed decision
36 in such form that it may be adopted by the Board of Education as the decision in the
37 case. A copy of the proposed decision shall be furnished to each party within 30
38 calendar days after it is received by the Board. The Board may:
39

- 40 a) Adopt the proposed decision in its entirety;
- 41
- 42 b) Modify the disciplinary action and/or modify the proposed decision; or
- 43
- 44 c) Reject the proposed decision in its entirety.
- 45

1 If the Board of Education rejects the proposed decision in its entirety, each party shall
2 be notified of such action and the Board may decide the case upon the record
3 including the transcript, with or without the taking of additional evidence, or refer the
4 case to the same or another third party neutral to receive additional evidence. If the
5 case is assigned to a third party neutral, he/she shall prepare a proposed decision as
6 described above upon the additional evidence and the transcript and other papers
7 which are a part of the record of the prior hearing. A copy of such proposed decision
8 shall be furnished to either party within the 30 calendar days after it is received by the
9 Board.

10
11 In arriving at a decision or a proposed decision on the propriety of the proposed
12 penalty, the Board of Education or the third party neutral may consider the records of
13 any prior disciplinary action proceedings against the employee in which an action was
14 ultimately sustained and any records contained in the employee's personnel file if
15 such records were introduced into evidence at the hearing.

16
17 The decision of the Board of Education shall be in writing and shall contain findings
18 of fact and the disciplinary action approved, if any. The findings may be stated in the
19 language of the pleadings or by reference thereto.

20
21 The Board of Education's determination of the sufficiency of the cause for
22 disciplinary action shall be conclusive. A copy of the decision shall be delivered to
23 the employee or his/her designated representative personally or by Certified Mail.
24 Any designation of representative must be made in writing by the employee. The
25 decision of the Board of Education shall be final and binding on the parties.

ARTICLE 19

MANAGEMENT RIGHTS AND RESPONSIBILITIES

1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains
2 and reserves unto itself, without limitation, all powers, rights, authority, duties and
3 responsibilities conferred upon and vested in it by the laws and the Constitution of the State
4 of California, and of the United States, including, but without limiting the generality of the
5 foregoing, the right:

- 6
7 a) to the executive management organization and administrative control of the District and
8 its properties and facilities, and the activities of its employees;
9
- 10 b) to direct the work of its employees, determine the time and hours of operation and
11 determine the kinds and levels of services to be provided and the methods and means
12 providing those services including entering into contracts with private vendors for
13 services outside the scope of bargaining unit work;
14
- 15 c) to hire all employees, and, subject to the provisions of law, to determine their
16 qualifications and the conditions for their continued employment, discipline, dismissal
17 or demotion; and to promote, assign and transfer all such employees;
18
- 19 d) to establish educational policies, goals and objectives; to insure the rights and
20 educational opportunities of students; to determine staffing patterns, to determine the
21 number and kinds of personnel required in order to maintain the efficiency of District
22 operations; and
23
- 24 e) to build, move or modify facilities; establish budget procedures and determine
25 budgetary allocation; determine the methods of raising revenue; and take action on any
26 matter in the event of an emergency, subject to initiation or continuation of negotiations
27 on matters within the scope of representation.
28

29 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
30 Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and
31 the use of judgment and discretion in connection therewith shall be limited only by the
32 specific and express terms of this Agreement and then only to the extent such specific and
33 express terms hereof are in conformance with the Constitution and laws of the State of
34 California and the Constitution and laws of the United States.
35

36 The District retains its right to amend, modify or rescind policies and practices referred to in
37 this Agreement in case of emergency. Before the Board declares an emergency, the District
38 agrees to notify CSEA and to provide reasons why an emergency situation needs to be
39 declared. The District will also meet with CSEA to review the need to identify an emergency
40 situation and to explain their reasons. This meeting will be held prior to the District taking
41 what they deem to be necessary action.

ARTICLE 20

UNION RIGHTS

1 20.1 COMMUNICATION: CSEA shall have the right to use, without charge, specified
2 bulletin boards; MCS Outlook E-mail for notices and communications. No long
3 distance telephone calls may be made at District expense.
4

5 When the District and CSEA reach Tentative Agreements, pertaining to the
6 Collective Bargaining Agreement, CSEA may request the Human Resources Office
7 to communicate to Site and Corporation Yard secretaries to copy and distribute to
8 every classified bargaining unit member at their respective site/department.
9

10 20.2 FACILITIES: CSEA shall have the right to use institutional facilities, equipment and
11 buildings at reasonable times for CSEA business, provided that the Board Policy and
12 Administrative Regulation addressing facility use are adhered to.
13

14 20.3 RIGHT TO ACCESS: Representatives of CSEA shall report to the main office
15 before visiting the premises of the school or District building. CSEA representatives
16 shall have the right of access at reasonable times with clearance from site manager.
17 Management will make a good faith effort to work with CSEA.
18

19 20.4 CONTACT BY EMPLOYEES: Employees shall make a good faith effort to contact
20 Chapter Officers, Site Representatives, and Union Stewards during non-work time.
21

22 20.5 RELEVANT INFORMATION: CSEA shall have the right to receive, upon request,
23 copies of any and all non-confidential, published documents related to wages, hours
24 or other terms and conditions of employment which are relevant for CSEA to fulfill
25 its duties and obligations as the exclusive representative of bargaining unit members
26 covered by this Agreement. All requests for information from the Chapter shall be
27 requested through the Associate Superintendent of their respective Divisions with a
28 copy to Human Resources.
29

30 20.6 ACCESS TO PERSONNEL FILES: CSEA shall have the right to review a
31 bargaining unit member's personnel file and any other records dealing with the
32 bargaining unit member when accompanied by the individual or upon presentation of
33 written authorization, signed by him/her.
34

35 20.7 DISTRIBUTION OF CONTRACT: Within sixty (60) days after the execution of this
36 contract, the District shall print or duplicate and provide without charge 225 copies of
37 the contract, and any written changes agreed to by both parties during the life of this
38 Agreement, to be distributed to each site, department and the CSEA Office.
39

40 Within sixty (60) days of execution of this Agreement, the District agrees to provide
41 to the Chapter President/designee and to post on the District website a secured copy
42 of this Agreement and any mutually agreed to changes to this Agreement.
43

1 20.8 CHAPTER RELEASE TIME: Release time shall be granted as follows:

- 2
- 3 A. Meet and Consult – Release time will be granted to the President, Vice President
- 4 and Negotiations Chair or designee for two hours on the designated day/time
- 5 before each Board of Education meeting to attend Meet and Consult.
- 6
- 7 B. Attendance at Board of Education Meetings – The Chapter President/designee
- 8 shall be granted leave without loss of pay, by mutual agreement with the
- 9 Associate Superintendent, Human Resources/designee in order to attend Board of
- 10 Education meetings.
- 11
- 12 C. Calendar Committee – The District agrees to establish a joint Calendar
- 13 Committee composed of District representatives and other stakeholder
- 14 representatives appointed by their respective groups. The purpose of this
- 15 Committee shall be to provide input in developing a multi-year master calendar
- 16 which includes traditional schedules, holidays and recess periods. It shall be the
- 17 goal of this Committee to present the calendar proposal to the Board of Education
- 18 and the CSEA 007 membership for ratification prior to its implementation.
- 19
- 20 D. CSEA Annual Conference – A limit of one (1) CSEA delegate for each 100
- 21 members shall be allowed to attend the annual conference and the District will
- 22 cover the cost of any substitutes used in the delegates' absence. Any CSEA
- 23 representative over this limit will be covered out of the appropriate annual release
- 24 hours.
- 25
- 26 E. Chapter Elected or Appointed Members – Beginning July 1, 2013, the District
- 27 will provide CSEA up to \$17,000 each school year, to utilize for release time.
- 28 The \$17,000 will be subtracted from the \$139,000 contribution to the retiree
- 29 benefit trust fund the District provides to CSEA in Article 6.2.4. The District will
- 30 create an account for CSEA to utilize payments to departments/sites. With the
- 31 \$17,000 CSEA will pay for release time at the lowest step and range on the
- 32 approved classified unit salary schedule.
- 33

34 The Chapter President, or designee, will submit in writing to the Associate

35 Superintendent, Human Resources, a list of classified employees that will need to

36 be released for each month (due the first working day of the month) and end-of-

37 month report of actual use (due the 10th of the following month).

38

39 20.9 REPRESENTATION ON MANAGEMENT INTERVIEW

40 COMMITTEES/PANELS: The CSEA Chapter President/designee shall appoint a

41 member of the bargaining unit to serve as the Chapter representative on the following

42 management interview panels:

43

- a. Principals, K-12
- b. Supervisors (including Classified Management)
- c. Directors
- d. Associate Superintendents
- e. Deputy Superintendents
- f. Superintendent (must be Board-authorized)

20.10 UNION INTRODUCTION FOR NEW EMPLOYEES: On the regularly scheduled group orientation sessions provided by the District for new employees, the Chapter shall be afforded an opportunity to present or provide chapter literature and information in the same format at the end of the orientation. Reasonable release time will be reimbursed by CSEA for these meetings.

20.11 CHAPTER MEETINGS: If a classified employee wishes to attend regularly scheduled Chapter meetings, the District will allow such attendance during the employees regular work day hours with prior written approval from his/her immediate supervisor. The absence for this meeting is not to exceed two (2) hours. The employee must make up their entire missed time within five (5) business days.

20.12 UNION STEWARDS: CSEA shall notify the Human Resources Office of the Union Stewards names. This notice shall be made as soon as reasonably possible after appointment. If a change occurs, the Chapter shall notify the Human Resources Office.

ARTICLE 21

NON-DISCRIMINATION

- 1 21.1 EMPLOYEE ORGANIZATION ACTIVITY: The District shall not discriminate
2 against any bargaining unit member on the basis of membership in an employee
3 organization.
4
- 5 21.2 DISCRIMINATORY ACTION: No bargaining unit member shall be subjected to
6 unlawful discrimination on any subject covered by this contract on the basis of sex
7 (gender), sexual orientation, age (over 40), physical or mental disability, medical
8 condition, race, color, creed, national origin, religion, political affiliation, marital
9 status, and membership or participation in lawful activities of any employee
10 organization.

ARTICLE 22

SCOPE AND WAIVER

- 1 22.1 This Agreement shall supersede any rules, regulations or practices of the Board which
2 shall be contrary to or inconsistent with its terms. The provisions of the Agreement
3 shall be incorporated into and be considered part of the established policies of the
4 Board.

ARTICLE 23

SUMMER SCHOOL

23.1 Classified summer school assignments (both regular and Special Education) will be based on the Board-approved summer school program in regard to days and hours.

23.2 Classified summer school assignments (both regular and Special Education) will be paid in accordance with California Education Code Section 45102[b].

23.3 GENERAL EDUCATION SUMMER SCHOOL ASSIGNMENTS:

23.3.1 All general education classified summer school positions, except for Yard Duty Supervisors, will be advertised internally and interviews held for all vacant assignments. Yard Duty Supervisor assignments shall be offered at the school site in order of seniority. Any remaining Yard Duty Supervisor assignments then be advertised internally and interviews held.

23.3.2 Classified employees that are selected for the position(s) will have rights for re-appointment in the same assignment(s) in the following year's summer school program provided they were successful and had satisfactory attendance in their summer assignment the previous year.

23.3.3 Unexcused absences may result in the classified employee losing first right of refusal to summer school assignments. Excused illnesses and/or pregnancy disability leave will not result in an automatic ineligibility to the assignment for the following school year.

23.3.4 Classified employees that have a work-year calendar that overlaps the beginning of summer school are required to fulfill the regular year duty-day assignment. The District will allow employees to accept summer school assignments while concurrently meeting their regular assignments provided the employee's work day does not exceed eight (8) hours a day, regular work year days/hours are completed by June 30th, and with their site/department supervisor's approval.

23.4 SPECIAL EDUCATION SUMMER SCHOOL ASSIGNMENTS

23.4.1 Classified Special Education summer school assignments pertaining specifically to employees in the following job classifications:

- Medical Procedures Specialist
- Instl. Para., Special Ed., P-12, Interpreter, Hearing Impaired/Deaf
- Instl. Para., Special Ed., P-12, Interpreter II, Hearing Impaired/Deaf
- Instl. Para., Special Ed, K-12, PH/SH
- Instl. Para., Special Ed, K-12, LH/SDL/RS

- 1 23.4.2 Classified employees who currently have rights to a Special Education
2 Summer School assignment working in the above referenced job
3 classifications will maintain those rights in the following year's summer
4 school program provided they were successful and had satisfactory
5 attendance in their summer assignment the previous year.
6
- 7 23.4.3 Classified employees hired as the result of a vacancy, will retain rights to
8 that position in the following year's Special Education summer school
9 program provided they were successful and had satisfactory attendance in
10 their summer assignment the previous year.
11
- 12 23.4.4 Classified employees who work Special Education Summer School
13 positions created as a result of the attendance of a specific student, or
14 assigned or appointed based on total enrollment in a class, will not have
15 rights to a Special Education summer school assignment the following
16 school year.
17
- 18 23.4.5 When a student enrolls in Special Education Summer School and currently
19 has a classified employee who works in one of the above referenced
20 classifications working in a one-to-one assignment with the student, that
21 employee will be given first right of refusal to work the Special Education
22 Summer School assignment directly related to the student they are currently
23 responsible. CSEA agrees that this will be done in order to best meet the
24 needs of the student.
25
- 26 23.4.6 If the classified employee referenced in 23.4.5 above declines the offer to
27 work the Summer School assignment, Special Education will fill that
28 position using the following method:
29
- 30 a. Special Education will advertise positions in each of the above
31 classifications to elicit a list of interested classified employees.
32
 - 33 b. Anyone who applies and qualifies for an open position for Special
34 Education Summer School assignments, but is not hired into the vacancy
35 through the interview process, will be scored by the District team
36 according to how the employee scored during the interview. These
37 employees will be appointed to positions and will not have rights back to
38 the position the following year.
39
 - 40 c. If an interview is not conducted, Special Education will appoint a
41 paraprofessional to work the assignment. The paraprofessional
42 appointed must currently be employed in the classification vacancy.

ARTICLE 24

SAFETY

- 1 24.1 Should the duties of an employee of the District reasonably require use of equipment
2 or gear to ensure the safety of the employee, as determined by the District and in
3 accordance with regulatory compliance rules, the District agrees to furnish such
4 equipment or gear. Once equipment is purchased the employee shall be required to
5 wear the equipment or gear as determined by the District and regulatory compliance
6 rules.
7
- 8 24.2 The District and the Union agree that the major responsibility for maintaining safe
9 working conditions and establishing safe procedures is that of the District and the
10 employee's responsibility in utilizing safe working practices, training, and equipment
11 provided by the District in conformance with the procedures.
12
- 13 24.3 A bargaining unit member who discovers a condition of the job which he/she thinks is
14 not safe, or might unduly endanger health, shall report the unsafe or unhealthy
15 condition to his/her manager. After notification, the manager shall investigate the
16 complaint and take appropriate action. The District will make a good faith effort to
17 provide a response in writing as soon as possible to the complainant.
18
- 19 24.4 No adverse action may be taken against any bargaining unit member for reporting
20 such condition to his/her manager.

ARTICLE 25

PROFESSIONAL GROWTH

25.1 PURPOSE: To create a voluntary educational program which will assist bargaining unit members to improve or increase their job performance capabilities and to assist bargaining unit members development for promotion within the District.

25.2 POST-SECONDARY DEGREE STIPEND: Employees who have earned an Advanced Degree will receive an annual stipend as follows:

<u>Degree</u>	<u>Annual Stipend Amount</u>
Associates Degree only	\$400
Bachelors Degree (with or without AA)	\$800
Masters Degree	\$1,200

- Only 1 degree per level per employee will be compensated
- An employee may receive the stipend for Bachelors and Masters degrees concurrently (for example a total of \$2,000 annually)

Verification of degree as indicated on an official accredited college transcript must be received no later than October 1st to receive stipend for the current school year. Transcripts received after October 1st will be effective the following school year.

25.3 PROFESSIONAL GROWTH COMMITTEE (2022-23 School Year):

Commencing the first of the month following ratification of the agreement, a Professional Growth Committee will be established to explore potential professional growth programs for classified employees in the district.

The committee will provide an end of process summary shared with respective bargaining teams prior to March 1, 2023.

The committee shall consist of four (4) CSEA unit members and four (4) Management members.

Of the four (4) members on each side, there will be two (2) co-chairs, one (1) CSEA member and one (1) Management member.

Each CSEA member will receive a two thousand (\$2,000) stipend for service on the committee, which will be paid on the March mid-month payroll.

The Committee will meet outside of their work day.

ARTICLE 26

CONTRACTING OUT

1 26.1 GENERAL: The parties agree that “contracting out” is defined as a situation where
2 the District intends to perform recognized bargaining unit work through another
3 provider of services in order to obtain a potential savings in labor costs.
4

5 In the event the District decides to contract out bargaining unit work, except as
6 provided below, the District shall give the Association advance notice and grant a full
7 opportunity to meet and negotiate the decision to, and the effects within the scope of
8 bargaining, of contracting out bargaining unit work.
9

10 The District reserves its rights under Education Code Section 45103.1(b).
11

12 26.2 TRANSPORTATION:
13

14 26.2.1 The District shall continue to follow the agreed upon protocols for notifying
15 CSEA of the need to contract transportation services. The protocols are as
16 follows:
17

18 26.2.2 Both CSEA Chapter President, Chapter 1st Vice President/Chief Union
19 Steward and Chief Negotiator will be informed by the District of any
20 contracted trips, including trips funded by Associated Student Body accounts
21 or by Booster Club that will be provided by an outside carrier.
22

23 26.2.3 CSEA shall inform the Associate Superintendent, Human Resources or his/her
24 designee within 24 hours (with the exception of staff emergencies for which
25 one-hour notification shall apply) if there is a desire to negotiate. If CSEA
26 fails to respond within 24 hours, the District may act in accordance with its
27 discretion.
28

29 26.2.4 The District will provide CSEA with a quarterly financial report on the usage
30 of outside transportation.
31

32 26.3 EMERGENCY REPAIRS: Due to the age of many District buildings, on occasion
33 there is need for emergency repairs to be completed in an urgent manner.
34

35 26.3.1 The District shall continue to contract with outside vendors to provide
36 immediate services when emergency situations arise, pursuant to legal
37 requirements.
38

39 26.3.2 As determined by management, if a minor emergency repair can be made in
40 an urgent manner by bargaining unit members, the opportunity shall continue
41 to be offered to the employees, if within the limits of the law.
42

- 1 The parties agree to delete the MOU's previously found on page 123, Contracting Out
- 2 Transportation Services and page 131 Emergency Repairs of the Collective Bargaining
- 3 Agreement.

ARTICLE 27

EMERGENCY CLOSURE – DISRUPTION OF DISTRICT OPERATIONS

1 Purpose and Intent: The Parties acknowledge that recent events have resulted in emergency
2 closures and disruptions of District operations. During such periods, the Parties recognize
3 the need to provide a safe learning and working environment.
4

5 Scope: The closures and/or disruptions anticipated herein, include war, terrorism or threats of
6 terrorism, civil disorder, fire, disease or medical epidemics or outbreaks, pandemics or other
7 emergencies as designated or declared by the Superintendent.
8

9 The actions authorized herein acknowledge the evolving nature of the federal, state, and local
10 orders impacting district operations that arise as a result of emergency closures and
11 disruptions.
12

13 If the Superintendent or her designee orders the closure of any District facility or curtailment
14 of operations in response to an emergency, unit members shall not suffer a loss of pay during
15 the period of such evacuation but shall remain available for immediate return to work after
16 clearance for return to the work station for the remainder of their work shifts.
17

18 Continued Salary and Benefits: In the event any District facility must be closed, or any
19 District operations are curtailed due to government order or in response to an emergency as
20 ordered by the Superintendent, bargaining unit employees will not suffer any loss of pay or
21 benefits relative to their regular schedules for the period of closure or curtailment. This
22 section does not alter the District's rights under Article 9, Layoff Procedure.
23

24 Alternative Duties: A bargaining unit member will continue to receive pay and benefits
25 provided the bargaining unit member is ready, able, and willing to perform his/her duties or
26 alternative duties. In the event it is not possible for a bargaining unit member to continue to
27 perform his/her regular job duties due to full or modified closure or curtailment (including
28 during the Distance Learning instructional program), the District may temporarily reassign a
29 classified employee or assign alternative duties not contained within their current job
30 description. In this instance, the District will endeavor to assign alternative duties that are
31 within the bargaining unit member's capability for the bargaining unit member to perform.
32 A bargaining unit member performing alternative duties will be compensated as his/her
33 regular rate of pay. A bargaining unit member who does not wish to perform alternate work
34 may opt for and use available leave.
35

36 Shift Hours: The parties agree that the District may change employee shift hours based on
37 operational needs. Should changes in shift hours exceed 60 minutes, the District shall
38 consult with CSEA. At the conclusion of the emergency, the District shall return the
39 bargaining unit member to his/her regular schedule. Any shift change following the
40 emergency shall be pursuant to Article 14.17.
41

1 Assignment of Work Location: The District shall have the flexibility to temporarily assign
2 bargaining unit members to report to alternate work locations if deemed necessary due to
3 operational needs. In such cases, the District shall inform CSEA in writing, and the
4 supervisor will, to the extent possible, inform the employee (by phone or in writing) by 5:00
5 p.m. the work day prior to the day the employee is to report to the changed location. Such
6 change in work location will not be considered a “transfer” as defined in the CBA. Changes
7 in work location will be based on operational need and shall not be arbitrary or capricious.

8
9 Communications: During any period of closure or curtailment because of an emergency,
10 bargaining unit members shall check their email and/or other manner of communication
11 established with their supervisor on a daily basis for the most current situational updates.

12
13 Disaster Service Workers: The District may designate bargaining unit members to serve as
14 disaster service workers pursuant to Government Code section 3100.

15
16 Essential Workers: In the event that District facilities are required to close on orders of local,
17 state and/or federal agency, the District shall identify essential operations and corresponding
18 classifications required to report for work. It is understood that the designation of essential
19 services may change based on changing circumstances. The District will inform CSEA of
20 changes in the designation of essential services and the affected employees.

21
22 Duty to Negotiate: The parties recognize that a governmental response to any emergency will
23 be constantly evolving. The parties will comply with state or federal legislation or orders as
24 may be affected by the terms and conditions of employment of bargaining unit employees
25 and will bargain as needed over the effects of such emergency orders.

**MODESTO CITY SCHOOLS
AND CSEA, CHAPTER 007
GRIEVANCE FORM**

Employee/Grievant _____ **Date** _____
School/Department _____ **CSEA Grievance #** _____
Job Title _____

STEP _____ **STATEMENT OF GRIEVANCE AND REMEDY OF CORRECTION REQUIRED.**

EMPLOYEE'S SIGNATURE

STEWARD/CSEA REP. SIGNATURE

TIME RECEIVED

DATE RECEIVED

Management Signature

MODESTO CITY SCHOOLS

GRIEVANCE DISPOSITION

Grievant's Name:

Grievance No:

Date of Grievance:

Date of Response:

Step <<Step #>> Reply:

Response to Requested Remedies and Disposition:

<<Name of Respondent>>

<<Title of Respondent>>

Date



CLASSIFIED REQUEST FOR LATERAL TRANSFER

Modesto City Schools' current permanent classified employees may request a lateral transfer from one school site to another, within their current classification at any time during the school year. Probationary employees are not eligible to request a lateral transfer. Please fill out the information below in order for your request to be considered.

Name: _____ **School Year:** _____
Social Security (last four): _____ **Home Phone:** _____
Cell Phone: _____ **Work Location:** _____
Current Position: _____

Please indicate below **all** school sites/departments you are interested in transferring to:

Elementary:

- | | | | | | |
|-----------------------------------|-------------------------------------|----------------------------------|-----------------------------------|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Beard | <input type="checkbox"/> Bret Harte | <input type="checkbox"/> Burbank | <input type="checkbox"/> El Vista | <input type="checkbox"/> Enslen | <input type="checkbox"/> Everett |
| <input type="checkbox"/> Fairview | <input type="checkbox"/> Franklin | <input type="checkbox"/> Fremont | <input type="checkbox"/> Garrison | <input type="checkbox"/> Kirschen | <input type="checkbox"/> Lakewood |
| <input type="checkbox"/> Marshall | <input type="checkbox"/> Martone | <input type="checkbox"/> Muir | <input type="checkbox"/> Rob. Rd. | <input type="checkbox"/> Rose Ave. | <input type="checkbox"/> Shackelford |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Wilson | <input type="checkbox"/> Wright | | |

Junior High:

- | | | | |
|----------------------------------|----------------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> Hanshaw | <input type="checkbox"/> La Loma | <input type="checkbox"/> Mark Twain | <input type="checkbox"/> Roosevelt |
|----------------------------------|----------------------------------|-------------------------------------|------------------------------------|

High School:

- | | | | | | |
|----------------------------------|----------------------------------|---------------------------------|---------------------------------|----------------------------------|-----------------------------------|
| <input type="checkbox"/> Beyer | <input type="checkbox"/> Davis | <input type="checkbox"/> Downey | <input type="checkbox"/> Enochs | <input type="checkbox"/> Gregori | <input type="checkbox"/> Johansen |
| <input type="checkbox"/> Modesto | <input type="checkbox"/> Elliott | | | | |

District Office Departments:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Maintenance & Operations | <input type="checkbox"/> Nutrition Services Center | <input type="checkbox"/> Other _____ |
|---|--|--------------------------------------|

When a position becomes available for an employee initiated transfer, the position will be offered to employees, in seniority order, who have requested a transfer within their current classification. Employees will be given 24 hours from the time they are contacted by Human Resources to accept the offer to transfer. If the position is not accepted within the 24 hour time period, it will be offered to the next employee that has requested a transfer. Transfer requests will only be valid during the current school year they are submitted. Employees are limited to one (1) voluntary transfer during a 12 month period.

It is the employee's responsibility to update this form with the most current contact information. Human Resources personnel will use the contact information provided on this form to offer positions.

If you have any questions regarding the status of your transfer request please contact Human Resources Analyst (Classified), at 492-5033.

For Human Resources Use Only:

<input type="checkbox"/> Employee Contacted	Date & Time:	Effective date of Transfer:
Site/Dept. Offered:		
Employee Response:		



MODESTO CITY SCHOOLS

ATTACHMENT #3

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Name _____ Evaluation Period From: _____ To: _____

SSN (last 4) _____ Location _____ Three Month _____ Six Month _____ Eight Month _____

Classification _____ Annual _____ Bi-Annual _____ Unscheduled _____

Meets Standards	Requires Improvement	Unsatisfactory	FACTOR CHECK LIST		Manager to give the employee a copy of the completed evaluation no less than 48 hours (2 working days), prior to the evaluation conference, unless waived by the employee.
					DIRECT OBSERVATION BY EVALUATOR (Paraprofessionals Only): Date: _____ Approximate Time: _____
			ALL EMPLOYEES		SECTION A – GOAL ATTAINMENT
			1. Observes Work Hours		
			2. Safety Practices		
			3. Quality of Work		
			4. Quantity of Acceptable Work		
			5. Work Judgments		
			6. Planning and Organizing		
			7. Work Knowledge/Skills		SECTION B – MEETS STANDARDS
			8. Meets Assignment Deadlines		
			9. Accepts Direction		
			10. Accepts Change		
			11. Accepts Responsibility		
			12. Operation and Care of Equipment		
			13. Initiative		
			14. Interpersonal Relationships		SECTION C – REQUIRES IMPROVEMENT
			15. Appearance of Work Station		
			16. Grooming and Dress		
			BASIC SKILL FACTORS FOR INSTRUCTIONAL PARAPROFESSIONALS		SECTION D – NOT SATISFACTORY
			17. Reading Comprehension		
			18. Writing Skills		
			FOR EMPLOYEES WHO SUPERVISE OTHERS		SECTION E – PERFORMANCE GOALS FOR THE NEXT EVALUATION PERIOD
			20. Training and Instruction of Staff		
			21. Decision Making		

OVERALL PERFORMANCE:

- ☐ Meets Standards
☐ Requires Improvement
☐ Not Satisfactory
☐ Plan for Individual Improvement

HR USE ONLY:

- ☐ Plan for Individual Improvement

Rating, review and comments made by:

Manager's Signature _____ Title _____ Date _____

Employee's Signature _____ Date _____

I CERTIFY THAT A MANAGER HAS DISCUSSED THIS EVALUATION WITH ME. I UNDERSTAND MY SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT.

Employee's Comments _____

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION FORM – INSTRUCTIONS**GENERAL INSTRUCTIONS**

1. Manager is to complete a pre-conference assessment of performance.
 - a. Complete the performance evaluation by marking the degree to which the employee meets each factor on the check list.
 - b. Discuss the employee's ratings with other managers who have a managerial responsibility over the duties of the employee (for example, custodial employees who work at a school site will have input from site administrators, as well as Operations input).
 - c. Type or ink in the performance level for each work factor and complete sections A, B, C, D, and E as required. Specific comments should be included in all applicable sections. Check the appropriate level of overall performance.
2. Manager is to complete employee assessment conference.
 - a. Per CSEA Contract, manager to give the employee a copy of the completed evaluation no less than 48 hours (2 working days) prior to the evaluation conference, unless waived by the employee.
 - b. Meet privately with the employee and review ratings and comments noted on the performance evaluation.
 - c. Adjust any ratings or comments and conclude conference.

EXPLANATION OF FACTOR CHECK LIST RATINGS, OVERALL PERFORMANCE AND PERFORMANCE GOALS

1. Direct Observation
While management maintains the right to evaluate based on multiple unscheduled observations, a date and approximate time of at least one direct observation will be noted on the evaluation (for paraprofessionals only). Evaluator to indicate date and approximate time of a direct observation on the Classified Evaluation form.
2. Goal Attainment
Indicate the performance goals for the last evaluation period in Section A. Describe how the goal(s) were met or partially met. Indicate the reasons and mitigating circumstances for goal(s) not met.
3. Work Factors and Overall Performance
 - a. Work Factors
Refer to the "Manager's Performance Appraisal Guide for Classified Employees" for "Factor Check List" definitions, interpretations and further instructions. Check each work factor in the appropriate column.
 - b. Overall Performance
Check the overall performance rating based on the employee's total performance over the entire evaluation period. Manager may check more than one overall rating (i.e. requires improvement and plan for individual improvement). If manager is recommending a Plan for Individual Improvement, that box must be checked on the evaluation form. Refer to the following standards in completing the "Factor Check List" and "Overall Performance" rating:

Meets Standards

Factor Check List: Performance satisfies established standards. Explain specific work performance in Section B.

Overall Performance: Performance consistently meets standards in all critical factors for the position.

Requires Improvement

Factor Check List: Performance is below established standards. Explain specific work performance in Section C.

Overall Performance: Performance is consistently below standards in all critical factors for the position.

Not Satisfactory

Factor Check List: Performance demonstrates inability or unwillingness to meet established standards. Explain specific work performance in Section D.

Overall Performance: Performance consistently demonstrates an inability or unwillingness to meet standards in all critical factors for the position.

Plan for Individual Improvement

An employee may be placed on an improvement plan if more than 50% of the areas on the factor checklist require improvement and/or are not satisfactory. The immediate supervisor must mark the overall performance "plan for individual improvement." If less than 50% of the factor checklist items are marked requires improvement and/or not satisfactory, and the behavior is significant enough to warrant additional action, Human Resources may make the determination to place the employee on an Improvement Plan.
4. Performance Goals
Complete performance goals for the next evaluation period in Section E. Goals should address the attainment or refinement of work related knowledge, skills and abilities.
5. Signatures/Distribution of Copies
Review the Classified Employee Performance Evaluation with the employee and sign and date. The employee's signature indicates that a private conference has been held and evaluation thoroughly reviewed. Refusal to sign evaluation shall be recorded on the employee's signature line.

Distribute copies as follows: Original: Human Resources Copy: Employee Copy: Manager

CLASSIFIED EMPLOYEE EVALUATION FORM – WORK FACTOR CHECKLIST
DEFINITIONS AND GUIDES FOR USE

EMPLOYEE PERFORMANCE FACTORS

Employee performance factors are defined below and suggested guidelines are provided. Each factor should be checked in relation to the employee's duties and responsibilities. The degree of importance in each factor will vary according to the requirements of each employee's job.

1. Observance of Work Hours refers to employee's punctuality in reporting to or leaving a duty station in accordance with the prescribed schedule of working hours, breaks or leaves of absence. Can the employee be relied upon to be on the job and working when and where the employee is supposed to be?
2. Safety Practices refers to the manner in which the employee complies with reasonable safety practices, particularly in situations involving pupils. Consider whether the employee takes responsibility for hazard correction and applies sound safety practices; consider employee's accident and experience records. Does the employee use equipment as supplied and wear appropriate apparel? Does the employee endanger his/her own safety or the safety of others by his/her actions? Does the employee help to prevent accidents by practicing good safety procedures?
3. Quality of Work refers to the degree of excellence of the work performed over the entire rating period. Is the employee's work neat, accurate, thorough, and acceptable? Must the work be redone, thus reducing the potential volume of acceptable work which could have been produced? Do errors in the employee's work affect the efforts of others? Does poor work reflect adversely upon the school, department, or District?
4. Quantity of Acceptable Work refers to the amount of work the employee completes in relation to the scheduled work load. Does the employee produce enough work so that he/she is clearly a net asset to the District?
5. Work Judgments refers to the extent to which an employee consistently applies good judgment in analyzing work situations and drawing sound conclusions. The importance of this factor varies depending upon the degree of responsibility assigned to the position. Does the employee make a minimum of poor judgments in the course of work? Is the person consistent and reliable in judgment? What effect does the judgments made have on the quality and quantity of work produced by others?
6. Planning and Organizing refers to the manner and method in which an employee approaches assigned duties, and how successful the employee is in planning and organizing to achieve desired results. Does the employee take time to plan the sequence of steps required in carrying out assigned tasks? Does the employee perform work duties thoughtlessly or with such blind enthusiasm that waste and mistakes result or work deadlines are missed? Does the employee make allowances in organizing the job so that all foreseeable circumstances are properly taken into account? Does lack of planning or poor organizing indicate reasons for low production or poor quality of work?

- 1 7. Work Knowledge/Skills refers to the employee's knowledge of the District, Division and
2 Department policies, regulations, and procedures relating to their assignment and the
3 attainment of the essential skills necessary to perform required duties and responsibilities.
4 Has the probationary employee acquired an acceptable working level of job knowledge
5 and skills? Is the permanent employee keeping up-to-date with changed policies and
6 procedures and with technological advances in his/her occupational field? This factor
7 should not be confused with, or restricted to, the technical knowledge an employee is
8 required to bring to a specialized job class.
9
- 10 8. Meets Assignment Deadlines refers to the timely completion of reasonable deadlines. If
11 the employee could not meet deadlines, did the employee give advanced notice? Did
12 they show an honest attempt to meet deadlines?
13
- 14 9. Accepts Direction refers to the employee's acceptance of supervision, training, and
15 instruction. Does the employee demonstrate that they accept the direction by carrying it
16 out to the best of their ability? Does the employee chronically challenge supervision,
17 instruction, or orders? Does the employee accept direction but complain about it to
18 fellow employees?
19
- 20 10. Accepts Change refers to the employee's adaptability and flexibility to work situations
21 and/or circumstances. Does the employee accept change willingly? Does the employee
22 slow down progress or cause inefficiencies by resistance to change? Does the employee
23 adapt satisfactorily to new work surroundings, new equipment, new procedures and new
24 managers?
25
- 26 11. Accepts Responsibility refers to an employee's willingness to accept responsibility. Does
27 the employee readily accept responsibility or avoid it? Does the employee deny
28 responsibility when things go wrong? Does the employee consistently act in a
29 responsible manner?
30
- 31 12. Operation and Care of Equipment refers to the employee's concern for safe, responsible
32 and reasonable operation or use of equipment. Is the employee concerned with
33 conservation of equipment? Does the employee request appropriate maintenance and
34 repair of equipment when necessary?
35
- 36 13. Initiative refers to the extent to which the employee shows initiative in work
37 improvements, identifying and correcting errors and initiating work activities. Initiative
38 shows up in the form of suggestions and constructive criticism, but it is most obvious
39 when the employee acts to produce more efficient, productive or economical methods
40 and procedures. Does the employee show self-reliant enterprise? Does the employee
41 take opportunities to exercise initiative or must he/she be prodded into action? Is the
42 employee alert to operating efficiency and cost-cutting? Does the employee offer
43 practical, constructive criticism?
44

- 1 14. Interpersonal Relationships refers to the employee's ability to interact with students,
2 parents, co-workers and administrators in a positive and constructive manner. Is the
3 employee courteous and discreet in public contacts and behavior? Does the employee
4 mind their own business, but at the same time have a proper concern for the work
5 problems of other employees? Is the employee a disruptive influence? Does the
6 employee bother or embarrass others with personal problems? Is the employee a positive
7 influence on the morale of others?
8
- 9 15. Appearance of Work Station refers to the neatness and efficient arrangement of work
10 areas. Does the appearance of the employee's work station affect the quality of work
11 conducted there? Does the appearance of the work station contribute to a desirable work
12 atmosphere or a proper public image?
13
- 14 16. Grooming and Dress refers to the appropriateness of the employee's personal appearance
15 and work attire in relation to health, safety and organizational standards. Does the
16 employee meet the standards of dress commensurate with the type and level of public,
17 employee, staff, or pupil contacts?
18
19

20 BASIC SKILL FACTORS FOR INSTRUCTIONAL PARAPROFESSIONALS 21

- 22 17. Reading Comprehension refers to the reading comprehension skills demonstrated by an
23 instructional paraprofessional. Instructional paraprofessionals are required to
24 demonstrate a reading competency level at least equal to the competency level required
25 of Modesto City Schools' high school seniors. It is important to observe the actual
26 performance of instructional paraprofessionals as they demonstrate their reading skills
27 with students, in order to certify, through the evaluation instrument, that the instructional
28 paraprofessional possesses this skill at least equal to those of high school seniors.
29
- 30 18. Writing Skills refers to the writing skills demonstrated by an instructional
31 paraprofessional. Instructional paraprofessionals are required to demonstrate a writing
32 competency level at least equal to the competency level required of Modesto City
33 Schools' high school seniors. Samples of instructional paraprofessional writing should
34 be evaluated, either through their work with students or work with staff. Through the
35 evaluation instrument, you are certifying that the instructional paraprofessional possesses
36 writing skills at least equal to those of high school seniors.
37
- 38 19. Mathematics Skills refers to the mathematics skills demonstrated by an instructional
39 paraprofessional. Instructional paraprofessionals are required to demonstrate a
40 mathematics competency level at least equal to the competency level required of Modesto
41 City Schools' high school seniors. It is important to observe the actual performance of
42 instructional paraprofessionals as they demonstrate their math skills with students in
43 order to certify, through the evaluation, that the instructional paraprofessional possesses
44 this skill at least equal to those of high school seniors.
45

1 FOR EMPLOYEES WHO SUPERVISE OTHERS

- 2
- 3 20. Training and Instruction of Staff refers to the manager's ability to orient new employees
- 4 to their duties and responsibilities; e.g. technical methods, work procedures, work rules.
- 5 It also refers to the orientation of new employees or to the demonstration and exploration
- 6 of technical methods, procedures and rules in which a new employee cannot be expected
- 7 to be competent. It also refers to introducing permanent employees to changing
- 8 materials, methods, procedures, and techniques, as well as improving basic qualifying
- 9 skills to their highest potential level. Instructing, while allied to training, refers more to
- 10 day-to-day, or periodic surveillance and supervision of employee performance. It may be
- 11 an occasional word about such things as telephone techniques, or how to put a sharper
- 12 edge on a cutting tool; or it may be a planned periodic get-together of a small group of
- 13 employees in which effective methods, techniques, and standard procedures are
- 14 explained, demonstrated, and reviewed. Does the manager plan and carry out a program
- 15 or orientation and training of new employees? Does the person provide for the correction
- 16 of any technical skill deficiencies in new employees? Does the manager provide training
- 17 for permanent employees in new methods and procedures? Does the employee assist
- 18 employees in self development programs?
- 19
- 20 21. Decision Making refers to the practical exercise of authority and responsibility by the
- 21 manager. Does the manager exhibit firmness and fairness in judgments affecting
- 22 employees? Are they accurate in making judgments affecting functional goals? Does the
- 23 manager cause resentment or other adverse reactions to decisions because of poor timing
- 24 or the manner in which they are stated? Are the judgments always in accord with the best
- 25 interests of the District?

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: School Site Council (SSC) Positions


This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. For the purpose of filling School Site Council positions, the District and Association agree to the following:

1. Teachers are individuals whose duties require them to teach pupils for the full-time in which they are employed. Teachers include classroom teachers, special education teachers, resource specialists, adaptive physical education teachers, ROP teachers, music teachers, library media teachers and continuation & opportunity teachers.
2. Other school staff include classified employees, certificated and classified managers (other than site principal), part-time hourly (classified and certificated), school psychologists, school nurses, counselors, intervention specialists, bilingual language development specialists, instructional coaches, language/hearing & speech specialists, paid walk-on coaches and any teacher on special assignment.
3. District employees that work at more than one site and have a child attending one of those sites may serve in the appropriate "peer group," either classroom teacher or other school staff, at the site where their student attends and the parent is also employed.
4. District employees assigned to more than one work location, but who do not have a child attending a school where the parent is employed, are eligible to serve in the appropriate "peer group," either classroom teacher or other school staff, at the site where the employee is evaluated. If the employee is not being evaluated, the employee may serve where the employee works the majority of the time. If work time is equal, the site determination shall be determined by lot.
5. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice for any future purpose.



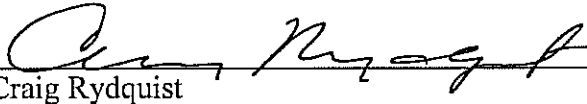
Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 8-24-11



Don Corgiat, Chief of Negotiations
On behalf of CSEA, Chapter #007

Dated: 8-24-11



Craig Rydquist
Associate Superintendent, Human Resources
On behalf of Modesto City Schools

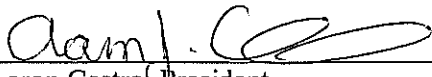
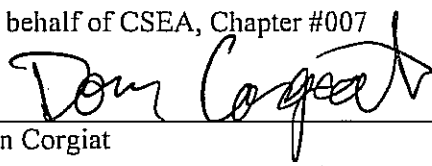
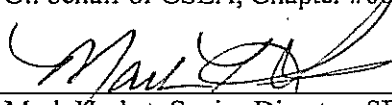

Dated: 8/24/11

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Short-term Paraprofessionals

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. The District will not work short-term paraprofessionals in one assignment for more than 75% of a school year as defined in the Education Code.
2. Once the District becomes aware that a Special Education student may require the services of a 1:1 paraprofessional, the District will create a short-term position. This short-term position will be identified with a start date that matches the start date of the assignment, and an end-date that is estimated based on the information the District has at the time the position is created. This end date may be shortened or extended by the governing board, but shall not extend beyond 75 percent of a school year.
3. The District will make a good faith effort to identify the individual educational needs of our Special Education students as quickly as is feasible given the unique circumstances of each student. Once the District has determined that a position will need to be created to fulfill the individual educational needs of a Special Education student, the position will be taken to the Superintendent's Cabinet and the Board of Education for recommendation and approval.
4. The District recognizes that several different factors affect the length of time to complete this process. In some cases, the need for a permanent position can be immediately identified, and in other cases, it may take several months to determine the specific needs of a student. It is in the District's best interest to identify these needs appropriately while at the same time as quickly as possible.
5. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.

 Aaron Castro, President On behalf of CSEA, Chapter #007	Dated: <u>11/13/13</u>
 Don Corgiat On behalf of CSEA, Chapter #007	Dated: <u>11-20-13</u>
 Mark Herbst, Senior Director, SELPA On behalf of Modesto City Schools	Dated: <u>11/12/13</u>
 Craig Rydquist, Associate Superintendent, Human Resources On behalf of Modesto City Schools	Dated: <u>11/20/13</u>

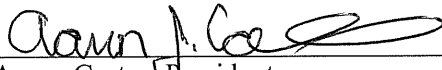
MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

**RE: Nutrition Services Assistant I,
Permanent Positions of 6 Hours or Less**

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

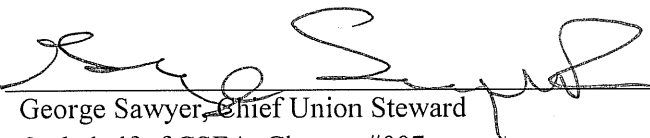
1. Section 11.2.3 of the July 1, 2013 – June 30, 2016 Collective Bargaining Agreement between the Association and the District shall be modified to reflect the procedure for filling Nutrition Services Assistant I permanent positions of six (6) hours or less.
2. The Association and the District agree that qualified substitute Nutrition Services Assistant I employees may be appointed to a permanent Nutrition Services Assistant I position of 2.99 hours or less by District management, forgoing a subsequent interview process from the substitute pool of candidates.
3. The Association and the District agree that the appointment site and position (2.99 hours or less), shall be at the discretion of District management in order to sustain the efficient operations of the Nutrition Services Department and the District.
4. Any substitute employee appointed to a permanent Nutrition Services Assistant I position of 2.99 hours or less will be required to stay in that position for a probationary period of one (1) year, except as authorized by the Associate Superintendent of Human Resources.
5. The District shall offer the Nutrition Services Assistant I positions of three (3) hours to six (6) hours to those bargaining unit members within the same classification and lesser number of regularly assigned hours.
6. Positions will be offered to the bargaining unit member with the greatest District seniority within the classification who completed a Nutrition Services Assistant I – Increased Hours Interest Form. The position will only be offered to individuals who submitted a completed form indicating the school and hours of the vacancy. The form must be on file prior to the vacancy being created.
7. Employees will be given 24 hours (excluding weekends, holidays or other day the District Office is closed) from the time the employee is contacted by Nutrition Services Management to accept the offer to transfer to increased hours. If the position is not accepted within the 24 hour time period, the position will be offered to the next employee that had requested increases for the corresponding hours and work location.

8. A submitted form is valid for only a given school year (July 1 – June 30).
9. It is the employee's responsibility to update their contact information changes. Nutrition Services personnel will utilize the information provided on the Nutrition Services Assistant I – Increased Hours Interest Form to make contact to offer the position. Management will provide employees a copy of the form each May.
10. Requests to transfer to another site with the number of hours remaining unchanged will be processed as identified by 11.5.2 Employee-Initiated Transfer and the completion of the Classified Request for Lateral Transfer form.
11. District seniority within the same classification will be used to determine the employee to be offered a position if both the Nutrition Services Assistant I – Increased Hours Interest Form and the Classified Request for Lateral Transfer form have been submitted for the specific site and hours.
12. The Memorandum of Understanding regarding *Appointment of Nutrition Services Assistant I, Permanent Positions of 2.99 Hours or Less, from the Nutrition Services Assistant I Substitute Pool* dated February 2014 is superseded by this Agreement.
13. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.




Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 3/6/15



George Sawyer, Chief Union Steward
On behalf of CSEA, Chapter #007

Dated: 3/6/15



Craig Rydquist, Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 3/6/15



MODESTO CITY SCHOOLS

NUTRITION SERVICES ASSISTANT I – INCREASED HOURS INTEREST FORM

Modesto City Schools' current Nutrition Services Assistant I employees may transfer to positions with increased hours, within their current classification, based on seniority, at any time during the school year. If you are interested in transferring to a position with increased hours, please fill out the information below and submit to the Director I, Nutrition Services at the Nutrition Services Center.

Name: _____ **Date:** _____
Employee I.D. Number: _____ **Home Phone:** _____
Cell Phone: _____ **Work Location:** _____
Current Number of Hours Worked Per Day: _____ **School Year:** _____

Please indicate below **all** school sites you are interested in transferring to:

Elementary:

- | | | | | | |
|-----------------------------------|-------------------------------------|----------------------------------|-----------------------------------|------------------------------------|--------------------------------------|
| <input type="checkbox"/> Beard | <input type="checkbox"/> Bret Harte | <input type="checkbox"/> Burbank | <input type="checkbox"/> El Vista | <input type="checkbox"/> Enslen | <input type="checkbox"/> Everett |
| <input type="checkbox"/> Fairview | <input type="checkbox"/> Franklin | <input type="checkbox"/> Fremont | <input type="checkbox"/> Garrison | <input type="checkbox"/> Kirschen | <input type="checkbox"/> Lakewood |
| <input type="checkbox"/> Marshall | <input type="checkbox"/> Martone | <input type="checkbox"/> Muir | <input type="checkbox"/> Rob. Rd. | <input type="checkbox"/> Rose Ave. | <input type="checkbox"/> Shackelford |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Wilson | <input type="checkbox"/> Wright | | |

Junior High/High School:

- | | | | | | |
|----------------------------------|----------------------------------|-------------------------------------|------------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> Hanshaw | <input type="checkbox"/> La Loma | <input type="checkbox"/> Mark Twain | <input type="checkbox"/> Roosevelt | <input type="checkbox"/> Beyer | <input type="checkbox"/> Davis |
| <input type="checkbox"/> Downey | <input type="checkbox"/> Enochs | <input type="checkbox"/> Gregori | <input type="checkbox"/> Johansen | <input type="checkbox"/> Modesto | <input type="checkbox"/> Elliott |

Please indicate below **all** the hours you are interested in transferring to:

- | | | | |
|------------------------------------|------------------------------------|------------------------------------|----------------------------------|
| <input type="checkbox"/> 3 hours | <input type="checkbox"/> 3.5 hours | <input type="checkbox"/> 4 hours | |
| <input type="checkbox"/> 4.5 hours | <input type="checkbox"/> 5 hours | <input type="checkbox"/> 5.5 hours | <input type="checkbox"/> 6 hours |

When a position becomes available, it will be offered to employees, in seniority order, who have indicated their interest above. Employees will be given 24 hours (excluding weekends and holidays) from the time they are contacted by Nutrition Services to accept the offer to transfer to increased hours. If the position is not accepted within the approved time period, it will be offered to the next employee that requested increased hours at that site. Requests for increased hours will only be valid during the current school year they are submitted.

It is the employee's responsibility to update this form with the most current contact information. Nutrition Services personnel will use the contact information provided on this form to offer positions.

For Nutrition Services Use Only:

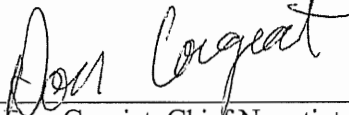
<input type="checkbox"/> Employee Contacted	Date & Time:	Effective date of Transfer:
Site and Hours Offered:		
Employee Response:		

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Bus Monitor

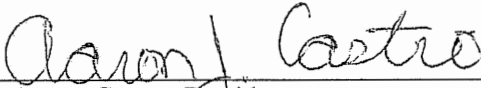
This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. The two (2) Bus Monitor positions listed below will be created as part of the Local Control and Accountability Plan (LCAP) approve by the Board of Education
2. Two (2) positions, three (3) hours each, will begin during the 2015-16 school year.
3. The two (2) positions will be established with block windows in which the three (3) hours will be worked.
4. The specific work hours will be adjusted during the work year, but will remain within the established windows.
5. The time blocks will be as follows:
 6:00 – 9:30 AM – 1 Monitor
 1:30 – 5:00 PM – 1 Monitor
6. The work times for collaboration and other minimum days will be adjusted as follows:
 6:00 – 9:30 AM – 1 Monitor
 12:00 – 3:30 PM – 1 Monitor
7. This Agreement will be reviewed no later than six (6) months after approval of the CSEA membership.
8. This supersedes the MOU dated November 6, 2014.
9. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



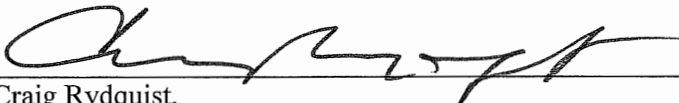
Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 10/2/15



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 10/2/15



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 10/2/15

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: United States Department of Agriculture (USDA) Professional Standards

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. USDA has established minimum professional standards requirements for nutrition professionals who manage and operate the National School Lunch and School Breakfast programs.
2. Effective July 1, 2015, annual training will occur.
3. The number of hours of training to be completed each year is as follows:

Nutrition Services Assistants III & IV

2015-16 only: six (6) hours

Beginning July 1, 2016: ten (10) hours

All Other Staff – Four (4) Hours to Eight (8) Hours Per Day

2015-16 only: four (4) hours

Beginning July 1, 2016: six (6) hours

All Other Staff – Less than Four (4) Hours Per Day

Beginning 2015-16: four (4) hours

4. If hired January 1 or later, an employee must only complete half of the above required training hours for the initial school year.
5. For the 2015-16 school year, the training will occur on Thursday, January 7, 2016. Employee must attend unless absence approved by the Director II, Nutrition Services or Designee. A make-up day will occur on Thursday, May 26, 2016 for individuals who did not attend the January training including recent hires.

6. Beginning the July 1, 2016 school year, the trainings will be provided as follows:

A. Training Day (must attend unless absence approved by the Director II, Nutrition Services or Designee)

1. Five (5) business days prior to the first student attendance day.

B. Make-up #1

1. Staff Development Day during the school year if one is scheduled.

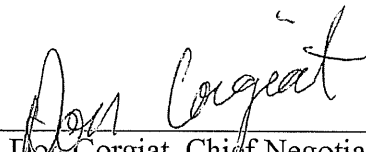
2. The third week of Winter Break if there is a three week break.

C. Make-up #2 (including people hired after January 1st)

1. The next business day after the last student attendance day.

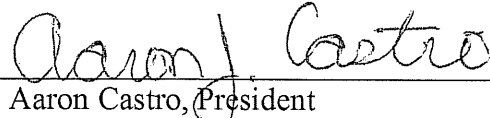
7. Employees will receive their regular rate of pay for attending the training.

8. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



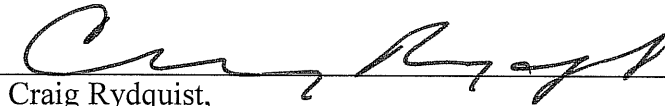
Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 10/2/15



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 10/2/15



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 10/2/15

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Vacancies in Excess of 60 Days

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:


1. Article 11.2.1 of the Collective Bargaining Agreement between CSEA and the District requires the District to fill all vacancies within 60 days.
2. The District and CSEA will meet each month to review existing vacancies.
3. At the monthly meetings, vacancies in excess of 30 days will be discussed and as needed a determination of possible changes to the manner the position is being covered if the vacancy reaches 60 days.
4. As part of the plan to cover the vacant position, current employees shall receive additional hours and/or overtime if determined that the additional hours or overtime may help to address any increased workload, or receive a temporary assignment as defined in Article 11.6, Temporary Reassignment/Working Out of Class/Differential Pay.
5. The intent of this agreement is to provide additional hours, overtime and/or a temporary reassignment to bargaining unit members who may experience an increase in workload due to the failure to fill vacancies within 60 days.
6. CSEA waives the right to file a grievance on Article 11.2.1 as long as the District complies with the terms of this agreement.
7. CSEA waives the right to file a grievance regarding any claims prior to the ratification of the CSEA membership related to this issue.
8. The District will provide training to Administrative Assistant I and Administrative Assistant II employees related to the procedures and timely submission of requests to advertise vacant positions. Additional staff training will be provided as needed.
9. CSEA and the District shall re-open this agreement in six (6) months of CSEA's ratification to negotiate changes to this agreement, if requested by either party.
10. This Memorandum of Understanding supersedes the agreement dated March 6, 2015.

11. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.




Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 1/13/16



George Sawyer, 1st Vice President
On behalf of CSEA, Chapter #007

Dated: 1-13-16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 1/13/16

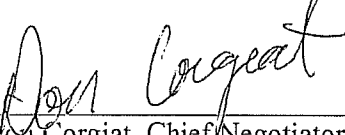
MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Outdoor Education - Classified

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

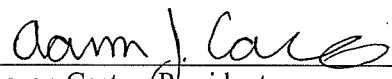
1. The number of classified employees and classifications needed will be determined by the District.
2. When a student or classroom participates in Outdoor Education, classified employees who work in one of the identified classifications working in a one-to-one assignment with a student or classroom situation, the employee will be given first right of refusal to work the Outdoor Education assignment directly related to the student(s) for whom they are currently responsible. CSEA agrees that this will be done in order to best meet the needs of the student(s). If interest exceeds the need, the selected employee will be determined by seniority.
3. If there is a need that remains after current student/classroom staff have been provided the opportunity, the opportunity will be offered to other staff at the school within the given classification. Assignments will be filled based upon seniority after taking into consideration gender specific issues as appropriate.
4. If a paraprofessional assignment cannot be filled at the school site, assignments will be offered to individuals from other school sites as follows, after taking into consideration gender specific issues as appropriate:
 - Grade 4-6 staff within classification
 - All other staff within classification
5. Employees wishing to be considered for Outdoor Education for another school site must complete an Interest Form and return to the Special Education office. Interest forms must be renewed at the beginning of each school year. The District will provide annual notification.
6. An employee who wishes not to attend Outdoor Education, may be moved to another site during the time that their school is attending Outdoor Education.
7. The employee will receive a stipend for attending Outdoor Education based upon the Classified Outdoor Education stipend schedule. Employees will be paid based upon the employee's current salary placement. The trip will occur on school days. The rate will be:
 - Each Day: one times the stipend rate for each day
 - OR
 - Entire Trip (3 days, 2 nights): five times the stipend rate

8. CSEA and the District shall reopen this Agreement in six months of CSEA's ratification date to negotiate changes to this agreement, if requested by either party.
9. This Agreement supersedes the *Outdoor Education – Classified* Memorandum of Understanding dated December 7, 2015.
10. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



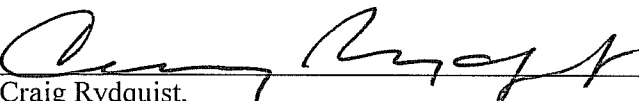
Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 1/29/16



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 1/29/16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

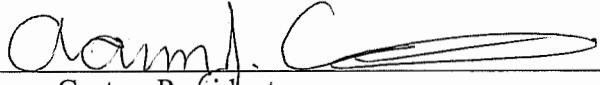
Dated: 1/29/16

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Payroll Overpayment

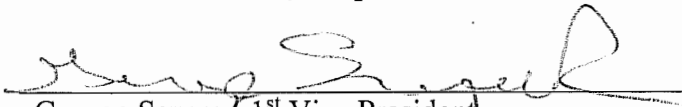
This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. When an overpayment is determined the employee will be notified in writing. The notification will include a statement informing the employee they may request advice or assistance regarding their re-payment plan. A contact phone number for CSEA members will be provided.
2. The employee will be provided proposed options for re-payment.
3. If alternative payment options are requested, he/she will be referred to the Payroll Supervisor.
4. The employee will select and sign a document indicating re-payment options, which are mutually agreed upon.
5. Failure to select a re-payment option or not fulfilling the re-payment agreement may result in legal action.
6. The employee may contact CSEA to have a representative attend a meeting to select re-payment option.
7. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



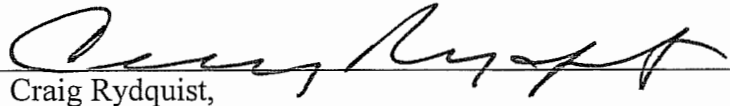
Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 2/10/16



George Sawyer, 1st Vice President
On behalf of CSEA, Chapter #007

Dated: 2-10-16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

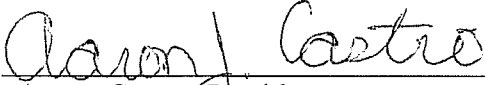
Dated: 2/10/16

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Mandated Reporter Training

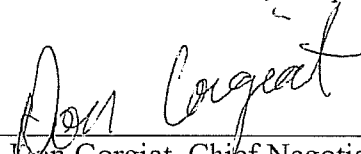
This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. Mandated Reporter Training will be provided to all classified employees and Yard Duty Supervisors on an annual basis.
2. The District will attempt to provide the training during employee work hours.
3. If an employee must be trained outside of their regular work hours, the employee will be compensated for the length of the presentation at their regular rate of pay. If an employee will work more than eight hours on the day of the training, the time exceeding eight hours shall be compensated at a rate of pay equal to time and one-half the regular rate of pay. Current contract language of Article 14.9 Callback Time does not apply to this Agreement.
4. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.




Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 3/4/16



Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 3/4/16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 3/4/16

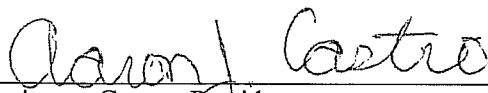
MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

**RE: Appointment of Nutrition Services Assistant I,
Permanent Positions of 3.49 Hours or Less**

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

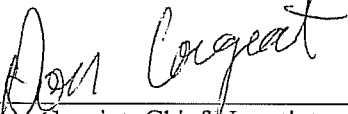
1. Section 11.2.3 of the July 1, 2013 – June 30, 2016 Collective Bargaining Agreement between the Association and the District shall not be applied to permanent Nutrition Services I positions of 3.49 hours or less. The offering of positions as stated in Section 11.2.3 will be for positions of 3.5 hours or more.
2. The District currently maintains a substitute pool of qualified candidates for the position of Nutrition Services Assistant I due to the high turnover rate of employees in this position.
3. The District desires a method to fill the Nutrition Services Assistant I permanent positions of 3.49 hours or less, in a timely manner, in order to sustain efficient operations of the Nutrition Services Department and the District.
4. The Association and the District agree that qualified substitute Nutrition Services Assistant I employees may be appointed to a permanent Nutrition Services Assistant I position of 3.49 hours or less by District management, forgoing a subsequent interview process from the substitute pool of candidates.
5. The Association and the District agree that the appointment site and position (3.49 hours or less), shall be at the discretion of District management in order to sustain the efficient operations of the Nutrition Services Department and the District.
6. Any substitute employee appointed to a permanent Nutrition Services Assistant I position of 3.49 hours or less will be required to stay in that position for a probationary period of one (1) year, except as authorized by the Associate Superintendent of Human Resources.
7. The Association and the District agree that either party may request review of the implementation of this Memorandum of Understanding any time after the date of execution.

8. This Memorandum of Understanding replaces the Memorandum of Understanding titled "Appointment of Nutrition Services Assistant I, Permanent Positions 2.99 Hours or Less, from the Nutrition Services Assistant I Substitute Pool" dated February 26, 2014.
9. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 3/7/16



Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 3/8/16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

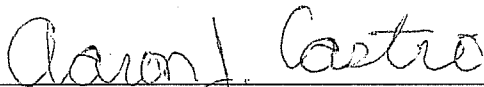
Dated: 3/8/16

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

**RE: District Translator and Interpreter Job Description
Clarification of Expectations**

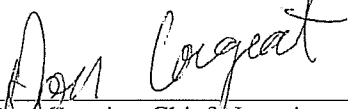
This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. The District Translator and Interpreter position will be an 8-hour per day, 12-month position.
2. Attendance and participation at afternoon/evening meetings, including but not limited to Board meetings, parent advisory meetings, LCAP meetings, etc., for the purpose of interpreting consistent with the job description is an expectation and listed responsibility of this position.
3. Participation in meetings as described in item #2 outside the regular work day will be compensated as overtime. If requested by the employee and agreed upon by the supervisor, compensatory time may be used in lieu of overtime in accordance with Article 14.8 of the Collective Bargaining Agreement.
4. The normal work shift hours will be 8:00 a.m. to 5:00 p.m. Any permanent changes in normal work shift hours will be subject to Article 14.17 of the Collective Bargaining Agreement. Item #3 above may result in intermittent changes in shift hours if so requested by the employee and agreed to by the supervisor.
5. The Association approves the attached Job Description of District Translator and Interpreter, which is at range 31 on the corresponding Classified Salary Schedule.
6. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



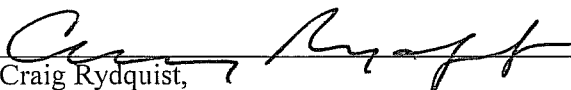
Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 3/23/16



Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 3/23/16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

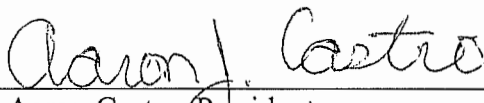
Dated: 3/28/16

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: End of Year Trips - Classified

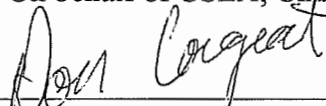
This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. The number of classified employees and classifications needed, if any, will be determined by the District.
2. Volunteers will be solicited at the school site to participate. If a bargaining unit member volunteers to participate and will be performing duties for their classification, they shall be compensated.
3. If there are no volunteers, the legally obligated position(s) will be offered for compensation to individuals by classification first at the school site, then other school sites.
4. Classified employees who work in a one-to-one assignment with a student in one of the identified classifications will be given first right of refusal if the assignment is directly related to the student for who they are currently responsible. CSEA agrees that this will be done in order to best meet the needs of the student.
5. The compensation for overnight trips shall be at the rate equal to one-and-a-half times the regular rate of pay of the employee times eight (8).
6. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.




Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 4/29/16



Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 4/29/16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

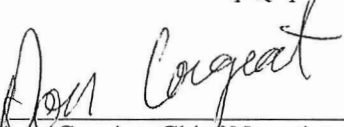
Dated: 4/29/16

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Immunization Requirements for Child Development and Cal Safe Program Employees

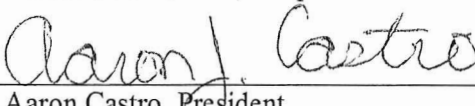
This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. Effective September 1, 2016, all child care center and family child care home employees shall be immunized against Influenza (flu), Pertussis, (Tdap) and Measles (MMR), in accordance with SB 792.
2. The District shall provide two (2) flu immunization clinics per school year at no cost to Child Development Program (CDP) and Cal Safe employees. If an employee wishes to receive the flu immunization at a facility of their choice, the cost will be the responsibility of the employee and no reimbursement will be paid by the District. An employee is exempt from this requirement if he or she submits a written declaration that they have declined the flu vaccination.
3. The District shall provide a clinic or designated facility for the Pertussis and Measles immunizations. The cost for CDP and Cal Safe employees to receive Pertussis and Measles immunizations shall be paid by the District. If an employee wishes to receive said immunizations at a facility of their choice, the cost will be the responsibility of the employee and no reimbursement will be paid by the District.
4. The employee is exempt from any or all of the vaccine requirements only if the employee submits a written statement from a licensed physician declaring that because of the employee's physical condition or medical circumstances immunization is not safe, or, the employee submits a written statement from a licensed physician providing that the employee has evidence of current immunity to the disease.
5. This agreement supersedes the previous agreement titled *Immunization Requirements for Child Development Program Employees* dated May 12, 2016.
6. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.


Don Corgiat, Chief Negotiator


On behalf of CSEA, Chapter #007

Dated: 8/23/16


Aaron Castro, President

On behalf of CSEA, Chapter #007

Dated: 8/23/16


Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 8/23/16

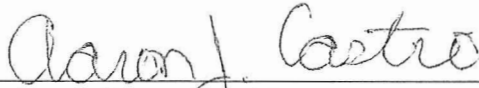
LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Nutrition Services Summer School Staffing

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

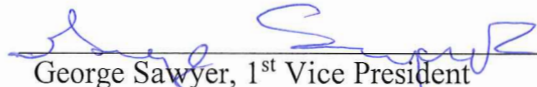
1. Beginning summer 2017, Nutrition Services staffing for summer school will occur by appointment based on seniority among those employees expressing interest through a written sign up process. First consideration will be given to employees who have worked summer school for the past three years [REDACTED]. Second consideration will be given to overall District seniority among employees who sign up.
2. All employees must sign up on the Nutrition Services summer school list by May 1st of each school year to be considered in the placement process for summer school assignments. Employees signing up after that date will be placed behind the employee with the least seniority who applied prior to May 1st. Management agrees to send notification by April 1st to Nutrition Services employees announcing summer school opportunities and describing the sign up process and deadline.
3. Any Nutrition Services Assistant who applies to work at a high school for the summer assignment must have experience operating a point-of-sale register.
4. Nutrition Services cannot guarantee the duration of a summer school assignment or the hours worked for the assignment that the employee selects. Once an employee has accepted an assignment, s/he will not be able to "bump" into a different assignment.
5. Regular attendance is critical in order to meet strict serve timelines for school food services programs. Unexcused absences may result in the classified employee losing the opportunity to work summer school assignments.
6. When an employee working in a summer school assignment is absent from work, Nutrition Services will attempt to contact the most senior employee for the assignment. However, staffing the position will occur in a timely manner on a first contact basis.
7. If requested by either CSEA or the District, this Agreement will be reviewed after one year of implementation.

8. The Association agrees this is an acceptable resolution in lieu of filing a grievance.
9. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 11/23/16



George Sawyer, 1st Vice President
On behalf of CSEA, Chapter #007

Dated: 11-29-16



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 11/29/16

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

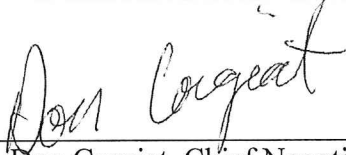
RE: Compensation for Monthly Employees

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. While the District continues to believe that there were no payroll errors on our part, in a good faith effort to resolve the issue related to compensation for monthly employees, we agree to the following.
 - Beginning with the 2017-18 pay cycle, 10-, 11- and 12-month employees will be paid by the following calculation:
 - Number of days x hours per day x rate per hour = annual salary
 - Annual salary divided by 12 = 12 pay periods
 - In reviewing the 2013-14, 2014-15, 2015-16, and 2016-17 school years, the District has agreed to the following days for the corresponding group of employees, based on the net effect of the four work years:
 - 10-month employees – 0 days
 - 11-month employees
 - 3 days: with effective date during the 2015-16 school year or before
 - 2 days: with effective date during the 2016-17 school year
 - 12-month employees
 - 5 days: with effective date during the 2013-14 school year or before
 - 4 days: with effective date during the 2014-15 school year
 - 3 days: with effective date during the 2015-16 school year
 - 1 day: with effective date during the 2016-17 school year
 - The days shall be used as “T” days. Employees must arrange with their manager when to take the time off; this must be mutually agreed-upon.
 - The days must be taken during the remainder of the 2016-17 school year. There will be no carryover of these days into the 2017-18 school year.
 - Effective the 2017-18 school year, the following employee groups will work the corresponding days per year:
 - 10-month employees – 204 days
 - 11-month employees – 225 days
 - 12-month employees – 246 days

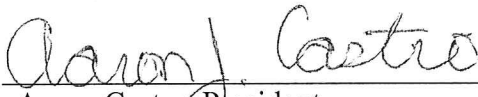
These days will be calendared and approved by their manager.

2. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



Dated: 12/1/16

Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007



Dated: 12/1/16

Aaron Castro, President
On behalf of CSEA, Chapter #007



Dated: 11/30/16


Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
AND ITS MODESTO CHAPTER #007

**RE: Revised 2023-24 Work Calendar Indicated June 19th as a Holiday and
2023-24 Early Childhood Education Calendar**

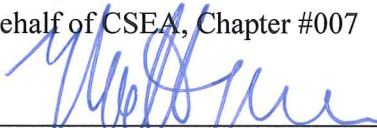
This agreement is entered into by and between Modesto City Schools and the California School Employees Association and its Modesto Chapter #007. The District and Association agree to the following:

1. The District and Association agree that the attached Modesto City Schools' revised Work Calendar is accepted and will be adopted as the work year calendar for 2023-24. The revision incorporates the inclusion of June 19th as a State holiday and related adjustments.
2. In addition, the District and Association agree the attached "Modesto City Schools' 2023-2024 Early Childhood Education Calendar" is accepted and will be adopted as the official work year calendar for Early Childhood Education for the 2023-2024 school year.
 - a. Instructional Paraprofessionals, Preformal, serving in the Full Day Head Start Program may work up to ten (10) days beyond their regular work year. Employee is to contact the identified office staff member in the Early Childhood Education office to identify specific date(s).
3. For the 2023-24 school year, 11-month employees shall be compensated for 238 days (225 work days plus 13 paid holidays).
4. This MOU shall replace the previous MOU: 2023-24 Work Calendar dated May 13, 2022.
5. It is agreed and understood that this Agreement is subject to all approvals required under the CSEA 610 Policy, as well as Governing Board and CSEA Bargaining Unit ratification.
6. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



Carol Serpa, President
On behalf of CSEA, Chapter #007

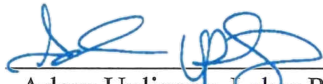
Dated: 1/20/23



Matt Yonan, 1st Vice President
On behalf of CSEA, Chapter #007

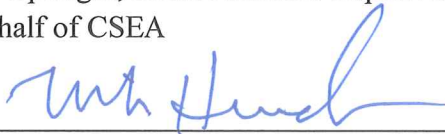
Dated: 1-19-23

RE: Revised 2023-24 Work Calendar Indicated June 19th as a Holiday and
2023-24 Early Childhood Education Calendar



Adam Uplinger, Labor Relations Representative
On behalf of CSEA

Dated: 1/26/2023



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

Dated: 1/20/23

MODESTO CITY SCHOOLS 2023-24 SCHOOL CALENDAR

IMPORTANT DATES

July 2023

4 Holiday
20 11-mo site clerical return
27 10-mo site clerical return

August 2023

1-2 Staff Development
3-4 Teacher Workday
7 Classes Begin
Instructional Days 19

September 2023

4 Holiday
Instructional Days 20

October 2023

6 1st Qtr = 44 Days
27 1st Tri-59 Days
Instructional Days 22

November 2023

1 Staff Development
10 Holiday
23-24 Holiday
Instructional Days 18

December 2023

15 2nd Qtr = 46 Days
1st Sem = 90 Days
18-29 Winter Break
Instructional Days 11

January 2024

1-5 Winter Break
15 Holiday
Instructional Days 17

February 2024

12 Holiday
16 2nd Tri-59 Days
19 Holiday
Instructional Days 19

March 2024

8 3rd Qtr = 42 Days
18-22 Spring Break
29 Holiday
Instructional Days 15

April 2024

Instructional Days 22

May 2024

23 4th Qtr = 48 Days
2nd Sem = 90 Days
3rd Tri-62 Days
Classes End
23 10-mo site clerical last day
27 Holiday
Instructional Days 17

June 2024

17 11-mo site clerical last day
19 Holiday

M T W TH F

JULY 2023

3	④	5	6	7
10	11	12	13	14
17	18	19	20%	21
24	25	26	27#	28
31				

AUGUST 2023

	1	2	3	4
*7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER 2023

				1
④	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER 2023

2	3	4	5	6✓
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER 2023

		1	2	3
6	7	8	9	⑩
13	14	15	16	17
20	21	22	②③	②④
27	28	29	30	

DECEMBER 2023

				1
4	5	6	7	8
11	12	13	14	15✓
18	19	20	21	②②
②⑤	26	27	28	②⑨

M T W TH F

JANUARY 2024

①	2	3	4	5
8	9	10	11	12
①⑤	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY 2024

			1	2
5	6	7	8	9
①②	13	14	15	16
①⑨	20	21	22	23
26	27	28	29	

MARCH 2024

				1
4	5	6	7	8✓
11	12	13	14	15
18	19	20	21	22
25	26	27	28	②⑨

APRIL 2024

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

MAY 2024

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23✓#	24
②⑦	28	29	30	31

JUNE 2024

3	4	5	6	7
10	11	12	13	14
17%	18	①⑨	20	21
24	25	26	27	28

Classes Begin: 8/7/23

Winter Break: 12/18 - 1/5

Classes End: 5/23/24

Spring Break: 3/18 - 3/22

Instructional Days: 180

Legend



End of Quarter



HOLIDAY



Non-Attendance Day



First Day of School



First/Last Day for 10-month clerical school-level employees



First/Last Day for 11-month clerical school-level employees

[illegible]

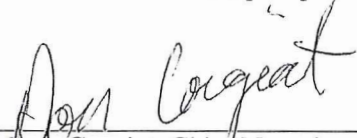
PART-DAY HEAD START						
First Day of Class	Last Day of Class	Student Days	Teacher Days	Para Days		
August 9, 2023	May 22, 2024	172	183	181		
Para Work Days: 8/8, 9/29, 11/9, 1/8, 4/5, 5/23 Para Prof. Dev. Days: 8/7, 8/18, 11/1						
PART-DAY PRESCHOOL						
Bret Harte, Burbank, El Vista, Everett, Franklin, Garrison, Johansen, Marshall, Muir, Robertson Rd, Shackelford, Tuolumne, Wilson, Wright						
August 9, 2023	May 23, 2024	177	183	181		
Para Work Days: 8/8, 1/8, 5/24						
FULL-DAY HEAD START						
Everett, Martone, Tuolumne						
July 6, 2023	June 27, 2023	236	226	226		
Para Work Days: 7/3, 7/5						
Teacher Prof. Dev. Days: 8/7, 8/18, 11/1						
Para Prof. Dev. Days: 8/7, 11/1						

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Lead Custodian II – District Office and Support Sites


This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. The District will create a Lead Custodian II, eight (8) hour position. The position will serve the District Office complex and support sites.
2. The support sites include:
 - Nutrition Services Center
 - Transportation
 - Reno Avenue Complex
 - Warehouse
 - Transitions
 - Special Education (while housed at Cummings Drive)
3. The position will work nights for all 12 months and will not have the option to work day shifts during non-student days.
4. The position will fill in as Head Custodian in the absence of the District Office Head Custodian.
5. As a result of the new position, the four hours currently worked at the District Office by a split custodian will be transferred to another location as determined by the District.
6. The Association approved the Lead Custodian II job description on December 14, 2016 and the Board of Education approved on December 5, 2016.
7. The Association agrees this resolves all outstanding issues related to the District Office and support sites.
8. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.


Don Corgiat, Chief Negotiator

On behalf of CSEA, Chapter #007

Dated: 1/9/17


Aaron Castro, President

On behalf of CSEA, Chapter #007

Dated: 1/9/17


Craig Rydquist,

Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 1/9/17

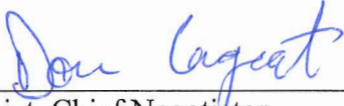
MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Pilot Program for AB1826 (Mandated Commercial Organics Recycling)

This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

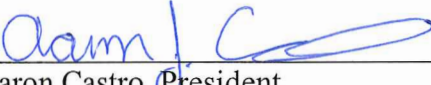
1. March 2017 – Implement “pilot program” at two high schools. Approximately fifteen (15) days after implementation, District management and CSEA will conduct a site visit at each high school to assess and evaluate results.
2. April of 2017 – Expand implementation of pilot programs to include additional grade levels. Sites to be determined based upon results of previous pilot programs.
3. 2017-2018 school year – Continue to expand implementation of pilot programs at additional sites. Sites to be determined based upon results of previous pilot programs.
4. 2018-2019 school year – Complete final stages of implementation to insure full compliance at all campuses by January 1, 2019 (compliance deadline).
5. Compliance is defined in this section as includes diverting organic waste (including food) out of the solid waste stream and into designated receptacles as provided by the District. Students shall receive direction from site administration. Site Operations staff are not responsible for sorting through trash in order to separate organic waste from solid waste.
6. Pilot Program – Continual evaluation of any successes and/or shortcomings of the program. Feedback and communication is a critical component of the pilot program. Improvements and corrections will be implemented as appropriate.
7. The District will provide each school site that will be piloting this program the appropriate supplies and equipment such as but not limit to:
 - Bag mil thickness and quality of at least one (1) mil.
 - Distinguishable by color, portable receptacles where students will place their organic waste.
 - Tools and equipment for operations staff to utilize to appropriately lift, carry, and haul the identifiable portable receptacles to the designated area.
 - Organic Waste receptacle(s) (dumpsters) will be clearly identified outdoors in the designated area into which operations staff will place the organic waste.
 - This agreement shall not supersede regulatory codes nor shall it usurp District standards.

8. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 2-2-17



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 2/2/17



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 2/2/17

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Head Start COLA – 2016-17

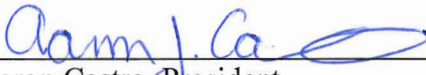
This agreement is entered into by and between Modesto City Schools and the California School Employees Association, Chapter #007. The District and Association agree to the following:

1. The Child Development Programs – Head Start Classified salary schedule will receive a COLA increase of 1.80%.
2. The effective date of this increase is September 1, 2016.
3. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 3-16-17



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 3/16/17



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools


Dated: 3/16/17

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

**RE: Instructional Paraprofessional, Special Education, P-6,
Severely Handicapped, Autism**

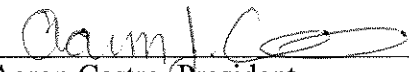
This agreement is entered into by and between Modesto City Schools and the California School Employees Association and its Chapter #007. The District and Association agree to the following:

1. Employees hired into the Instructional Paraprofessional, Special Education, P-6, Severely Handicapped, Autism classification will be initially placed on Range 24.
2. Upon completion of 20 hours of successful autism in-service training provided by special education staff and a passage of unit tests of 80% or higher, the employees will have their range placement increased to Range 27. The mandatory training must be completed within the first three (3) months of hire.
3. The effective date for a range change will be the next business day after successful passage of the unit tests.
4. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



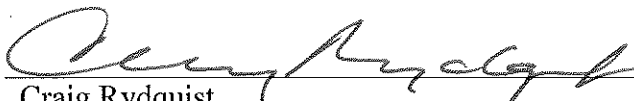
Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 4-6-17



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 4/6/17



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

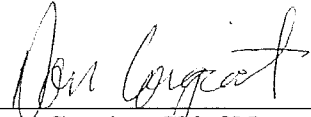
Dated: 4/6/17

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #007

RE: Retiree Pay Rate

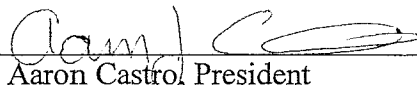
This agreement is entered into by and between Modesto City Schools and the California School Employees Association and its Chapter #007. The District and Association agree to the following:

1. Modesto City Schools retirees or retirees substituting as bus operators shall be paid at Step B when substituting in the classification from which they left the District (within 39 months). They will be paid Step A while substituting in other classifications.
2. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.



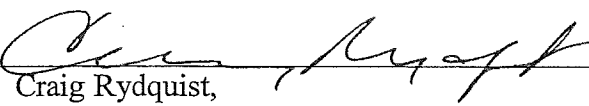
Don Corgiat, Chief Negotiator
On behalf of CSEA, Chapter #007

Dated: 4-6-17



Aaron Castro, President
On behalf of CSEA, Chapter #007

Dated: 4/6/17



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 4/6/17

CSEA JOB FAMILIES**CLERICAL**

<u>Job Code</u>	<u>Title</u>
15004	Administrative Assistant I
15005	Administrative Assistant II
15008	Alternative Education Clerk
15030	Alternative Education Specialist
15062	Analyst I – CTE
15063	Analyst I – ECE
15037	Analyst I – Facilities & Construction
15061	Analyst I – Special Ed.
15081	Analyst II – Attendance
15059	Analyst II - Fiscal
15038	Analyst II – Human Resources
15058	Analyst II – Payroll
15060	Analyst II - Purchasing
1547	Attendance Clerk, 7-12
1513	Attendance Liaison
15011	Attendance Liaison III
15006	Bilingual Child Welfare and Attendance Secretary
15016	Bilingual Neighborhood Services Worker
15076	Bilingual Staff Secretary I
15073	Bilingual Staff Secretary I, Early Childhood Education
15072	Bilingual Staff Secretary II, Early Childhood Education
1557	Bookkeeper, Alternative Education
1548	Bookroom Clerk
1410	Career Articulation/Promotion Technician
1403	Career Technical Education (CTE) Specialist
15010	Child Development Data Entry Clerk II
15000	Child Development Specialist – Family Child Care Homes
15053	Clerk I – Benefits
15070	Clerk II – District Office Receptionist

CSEA JOB FAMILIES

CLERICAL (continued)

<u>Job Code</u>	<u>Title</u>
15052	Clerk II – Human Resources Receptionist
15069	Clerk III – Fiscal
15051	Clerk III – Human Resources
15019	Data Entry Specialist
1481	Data Technician (State and Federal Programs)
15020	District Translator and Interpreter - Spanish
15014	Family Child Care Homes Support Provider
15074	Family Services Assistant, Early Childhood Education
1588	Family Support Services and ERSEA Specialist
1535	Health Clerk
1556	High School Bookkeeper
1545	High School Registrar
15001	Junior High Registrar/Data Entry Clerk
15057	Lead Analyst – Attendance
15077	Lead Analyst – Benefits
15055	Lead Analyst – Fiscal
15071	Lead Analyst – Human Resources
15054	Lead Analyst – Payroll
15056	Lead Analyst – Purchasing
15083	Lead Analyst – Student Support Services
1587	Maintenance/Operations Systems Clerk
15013	Office Clerk
1543	Pupil Records Specialist, K-12
1553	SARB Technician/CWA Secretary
1573	School Secretary
15026	Special Education Data Entry Specialist
1599	Special Education Service Clerk
15034	Specialist I – Benefits & Leaves
15042	Specialist I – State & Federal
15066	Specialist II – Attendance

CSEA JOB FAMILIES

CLERICAL (continued)

<u>Job Code</u>	<u>Title</u>
15065	Specialist II – Payroll
15035	Specialist III – Benefits
15064	Specialist III – Fiscal
15040	Specialist III – Human Resources
15080	Specialist III – Music Repair and Inventory
1578	Staff Secretary I
1579	Staff Secretary II
1591	Staff Secretary II: Library Services
1536	Staff Secretary III
1571	Staff Secretary IV
15078	Staff Secretary IV – Early Childhood Education
15015	Student Records Clerk, G230
1538	Student Records Clerk, TK-6
15075	Student Records Clerk/Translator – Early Childhood Education
15027	Substitute Management System Specialist
15082	Technician I – Assessment Center
15050	Technician I – Fiscal
15049	Technician I – Human Resources
15046	Technician II – Accounts Payable
15047	Technician II – ASES
15036	Technician II – Benefits
15068	Technician II – Purchasing
15084	Technician II – Risk Management
15045	Technician III – ASES
15044	Technician III – Special Ed.
1590	Typist Clerk II
1595	Typist Clerk II – Translator
1537	Typist Clerk III
15079	Typist Clerk III – Early Childhood Education
1596	Typist Clerk III – Translator

CSEA JOB FAMILIES

PARAPROFESSIONAL

<u>Job Code</u>	<u>Title</u>
1385	Extended Learning Program Instructional Paraprofessional, K-12
1372	Arabic Bilingual Cross-Cultural Instructional Paraprofessional
1303	Assistant Child Care Provider
1359	Assistive Technology Paraprofessional
1371	Bilingual Cross-Cultural Instruct. Paraprofessional, K-12
1301	Bilingual Family Services Specialist – Family Child Care Homes
1387	Bilingual Instruct. Paraprofessional, Head Start
1364	Bilingual Instruct. Paraprofessional, Sp. Ed., K-12, LH/SDL/RS
1345	Building Construction Paraprofessional (ROP)
1338	Fire Science Paraprofessional (ROP)
1351	Instruct. Para., Behavioral Support
1384	Instruct. Para., Head Start
1368	Instruct. Para., Infant/Toddler Program
1369	Instruct. Para., K-12
1386	Instruct. Para., Preschool
1340	Instruct. Para., Sp. Ed., K-12, LH/Sev.Dis.Lang./Res.Spec.
1341	Instruct. Para., Sp. Ed., P-6, SH/Autism
1344	Instruct. Para., Sp. Ed., P-12, PH/SH
1352	Instruct. Para., Sp. Ed., P-12, PH/SH – Sign Language
1353	Interpreter, Deaf and Hard of Hearing
1304	Lead Child Care Provider
1394	Spanish Bilingual Cross-Cultural Instruct. Para., K-12
1367	Special Education Vocational Para., 9-12
1356	Transcriber for the Visually Impaired

CSEA JOB FAMILIES

NUTRITION SERVICES

<u>Job Code</u>	<u>Title</u>
1618	Assistant to the Nutrition Services Supervisor, 9-12
1620	Bakery Technician
1574	Buyer (Nutrition Services)
1615	Child Development Nutrition Services Assistant
1622	Cold Food Technician
1626	Distribution Technician
1704	HACCP and Production Quality Technician
1624	Hot Food Technician
1610	Nutrition Services Assistant I
1612	Nutrition Services Assistant II
1614	Nutrition Services Assistant III
1616	Nutrition Services Assistant IV
1619	Nutrition Services Assistant IV – TK-8
1617	Nutrition Services Chef
1597	Nutrition Services Employee Systems Clerk
1731	Nutrition Services Equipment Maintenance/Vending Technician
1594	Nutrition Services Meal Application Clerk
1705	Nutrition Services Refrigeration/HVAC Technician
1593	Nutrition Services Staff Secretary
1642	Nutrition Services Truck Driver
1850	Nutrition Services Warehouse Person
1678	Snack Bar Operator
1679	Snack Bar Operator: High School
15067	Specialist II – ACCT POSS System

CSEA JOB FAMILIES

TRANSPORTATION

<u>Job Code</u>	<u>Title</u>
1720	Bus Maintenance Assistant/Operator
1657	Bus Monitor
1658	Bus Operator
1765	Equipment Mechanic
1764	Lead Equipment Mechanic
1656	School Bus Instructor/Dispatcher
1718	Shop Maintenance & Inventory Systems Technician
1775	Skilled Trades Helper - Transportation
1586	Transportation Secretary

CSEA JOB FAMILIES

MAINTENANCE

<u>Job Code</u>	<u>Title</u>
1757	Carpenter
1711	Carpentry and General Repairs Department Head
1709	Electrical Department Head
1760	Electrician
1708	Grounds Department Head
1767	Heating/Ventilating/Air Conditioning (HVAC) Repairer
1703	Landscape Technician I
1712	Landscape Technician II
1781	Locksmith
1707	Mechanical Department Head
1755	Office Machine/Electronics Technician
1706	Paint Department Head
1790	Painter
1793	Plumber
1713	Plumbing Department Head
1702	Security Department Head
1611	Security Patrol/Call Center Technician
1780	Security Specialist Technician
1855	Site Maintenance and Equipment Operator
1770	Skilled Trades Helper, Maintenance
1798	Welder

OPERATIONS

<u>Job Code</u>	<u>Title</u>
1672	Alternative Education Head Custodian
1670	Custodian
1671	Custodian/Groundskeeper
1680	Custodian/Swimming Pool Operator
1601	Custodian/Theater Technician

CSEA JOB FAMILIES

OPERATIONS (continued)

<u>Job Code</u>	<u>Title</u>
1853	Groundskeeper
1685	Head Custodian III
1602	Lead Custodian I
1603	Lead Custodian II
1689	Swimming Pool Operator

CSEA JOB FAMILIES

SPECIAL SERVICES

<u>Job Code</u>	<u>Title</u>
1494	Application Specialist
1495	Application Specialist II
1596	Application Specialist III
1499	Asset Tracking and Surplus Control Technician
1402	Assistive Technology Technician
1362	Bilingual Community Aide
1305	Bilingual Family Services Specialist
1606	Campus Assistant, K-6
1605	Campus Supervisor
1419	Career Center Technician & Navigator
1377	Certified Occupational Therapist Assistant – Sp. Ed.
1498	Classified Staff Professional Development Trainer
1363	Community Aide
1476	Computer Lab Technician
1478	Computer Operations Specialist
1484	Computer Systems Technician
1473	Computer Technician I
1470	Computer Technician II
1486	Computer Technician Head
1427	Data Analyst I
1428	Data Analyst II
1415	Educational Occupational Therapist
1307	Health and Safety Specialist
15012	Homeless Foster Youth Liaison/Coordinator
1497	Instructional Technology Technician
1471	Instructional Technology Trainer
1306	Intervention Center Monitor
1064	Lead Analyst – Instructional Materials
1423	Lead Application Specialist
1785	Lead Reprographics Technician

CSEA JOB FAMILIES

SPECIAL SERVICES (continued)

<u>Job Code</u>	<u>Title</u>
1852	Lead Warehouse Person
1056	Library Assistant II
1330	Media Center Assistant
1376	Medical Procedures Specialist
1533	Neighborhood Services Worker
1424	Network and Systems Specialist
1483	Network Technician II
1408	Operations Support Specialist
1416	Quality Assurance (QA) Technician
1784	Reprographics Technician
1604	School Safety Officer
1429	Senior Data Analyst
1430	Senior Network & Systems Specialist
1417	Special Education Data Specialist
1065	Specialist I – Instructional Materials
1355	Speech Language Pathology Assistant
1426	Systems and Operations Specialist
1063	Technician II – Instructional Materials
1356	Transcriber for the Visually Impaired
1412	Vocational Assessment Specialist
1630	Warehouse Parcel Courier
1847	Warehouse Person
1607	Yard Duty Supervisor

MODESTO CITY SCHOOLS

CLASSIFIED SALARY SCHEDULE

**EFFECTIVE
07/01/23 TO CURRENT**



CLASSIFIED SALARY SCHEDULES
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MODESTO CITY SCHOOLS

CLASSIFIED JOB CLASSIFICATIONS

JOB CODE	JOB CLASSIFICATIONS	RANGE
15004	Administrative Assistant I	35
15005	Administrative Assistant II	39
15008	Alternative Education Clerk	29
1672	Alternative Education Head Custodian	39
15030	Alternative Education Specialist	35
15062	Analyst I – Career Technical Education	41
15063	Analyst I – Early Childhood Education	44
15037	Analyst I – Facilities & Construction	41
15061	Analyst I – Special Education	41
15081	Analyst II – Attendance	42
15059	Analyst II – Fiscal	42
15038	Analyst II – Human Resources	42
15058	Analyst II – Payroll	42
15060	Analyst II – Purchasing	42
1494	Application Specialist I	38
1495	Application Specialist II	42
1496	Application Specialist III	48
1372	Arabic Bilingual Cross-Cultural Instructional Paraprofessional	23
1499	Asset Tracking and Surplus Control Technician	36
1303	Assistant Child Care Provider	23
1618	Assistant to the Nutrition Services Supervisor	27
1359	Assistive Technology Paraprofessional (Hired on or before 7/1/19)	30
1359	Assistive Technology Paraprofessional (Hired after 7/1/19)	25
1402	Assistive Technology Technician	39
1547	Attendance Clerk, 7-12	30
1513	Attendance Liaison	33
15011	Attendance Liaison III	40
1620	Bakery Technician	41
15006	Bilingual Child Welfare and Attendance Secretary	29
1362	Bilingual Community Aide	23
1371	Bilingual Cross-Cultural Instructional Paraprofessional, K-12	23
1305	Bilingual Family Services Specialist	35
1301	Bilingual Family Services Specialist – Family Child Care Homes	35
1387	Bilingual Instructional Paraprofessional Head Start	26

JOB CODE	JOB CLASSIFICATIONS	RANGE
1364	Bilingual Instructional Paraprofessional, Sp. Ed., K-12, LH/SDL/RS	25
15016	Bilingual Neighborhood Services Worker	30
15076	Bilingual Staff Secretary I	29
15073	Bilingual Staff Secretary I, Early Childhood Education	32
15072	Bilingual Staff Secretary II, Early Childhood Education	30
1557	Bookkeeper, Alternative Education	32
1548	Bookroom Clerk	25
1345	Building Construction Paraprofessional (ROP)	23
1720	Bus Maintenance Assistant/Operator	35
1657	Bus Monitor	24
1658	Bus Operator	34
1574	Buyer (Nutrition Services)	41
1606	Campus Assistant, K-6	23
1605	Campus Supervisor	34
1410	Career Articulation/Promotion Technician	37
1419	Career Center Technician & Navigator	34
1403	Career Technical Education (CTE) Specialist	40
1757	Carpenter	43
1711	Carpentry and General Repairs Department Head	55
1377	Certified Occupational Therapist Assistant – Special Education	46
15010	Child Development Data Entry Clerk II	33
1615	Child Development Nutrition Services Assistant	26
15000	Child Development Specialist – Family Child Care Homes	38
1498	Classified Staff Professional Development Trainer	55
15053	Clerk I – Benefits	24
15070	Clerk II – District Office Receptionist	25
15052	Clerk II – Human Resources Receptionist	25
15069	Clerk III – Fiscal	26
15051	Clerk III – Human Resources	26
1622	Cold Food Technician	41
1363	Community Aide	23
1476	Computer Lab Technician	27
1478	Computer Operations Specialist	38
1484	Computer Systems Technician	39
1473	Computer Technician I	41
1470	Computer Technician II	44
1486	Computer Technician Head	50
1670	Custodian	28

JOB CODE	JOB CLASSIFICATIONS	RANGE
1671	Custodian/Groundskeeper	29
1680	Custodian/Swimming Pool Operator	32
1601	Custodian/Theater Technician	29
1427	Data Analyst I	45
1428	Data Analyst II	48
15019	Data Entry Specialist	33
1481	Data Technician (State and Federal Programs)	35
1626	Distribution Technician	41
15020	District Translator and Interpreter – Spanish	36
1415	Educational Occupational Therapist	74
1709	Electrical Department Head	55
1760	Electrician	45
1765	Equipment Mechanic	44
1385	Expanded Learning Program Instructional Paraprofessional, K-12	23
15014	Family Child Care Homes Support Provider	38
15074	Family Services Assistant, Early Childhood Education	33
1588	Family Support Services and ERSEA Specialist	38
1338	Fire Science Paraprofessional (ROP)	23
1708	Grounds Department Head	55
1853	Groundskeeper	29
1704	HAACP and Production Quality Technician	41
1685	Head Custodian III	38
1535	Health Clerk	27
1307	Health and Safety Specialist	33
1767	Heating/Ventilating/Air Conditioning (HVAC) Repairer	45
1556	High School Bookkeeper	35
1545	High School Registrar	32
15012	Homeless Foster Youth Liaison/Coordinator	34
1624	Hot Food Technician	41
1351	Instructional Paraprofessional, Behavioral Support	30
1384	Instructional Paraprofessional, Head Start	25
1368	Instructional Paraprofessional, Infant/Toddler Program	23
1369	Instructional Paraprofessional, K-12	23
1386	Instructional Paraprofessional, Preschool	25
1340	Instructional Paraprofessional, Sp. Ed., K-12, LH/Sev. Dis. Lang./Res. Spec.	25
1344	Instructional Paraprofessional, Sp. Ed., P-12, PH/SH	30
1352	Instructional Paraprofessional, Sp. Ed., P-12, PH/SH – Sign Language	30
1341	Instructional Paraprofessional, Sp. Ed., P-6, SH/Autism	34

JOB CODE	JOB CLASSIFICATIONS	RANGE
1497	Instructional Technology Technician	48
1471	Instructional Technology Trainer	55
1353	Interpreter, Deaf and Hard of Hearing	53
1306	Intervention Center Monitor	32
15001	Junior High Registrar – Data Entry Clerk	29
1703	Landscape Technician I	39
1712	Landscape Technician II	43
15057	Lead Analyst – Attendance	44
15077	Lead Analyst – Benefits	44
15055	Lead Analyst – Fiscal	44
15071	Lead Analyst – Human Resources	44
1064	Lead Analyst – Instructional Materials	44
15054	Lead Analyst – Payroll	44
15056	Lead Analyst – Purchasing	44
15083	Lead Analyst – Student Support Services	44
1423	Lead Application Specialist	53
1304	Lead Child Care Provider	23
1602	Lead Custodian I	32
1603	Lead Custodian II	36
1764	Lead Equipment Mechanic	55
1785	Lead Reprographics Technician	31
1852	Lead Warehouse Person	33
1056	Library Assistant II	29
1781	Locksmith	44
1587	Maintenance/Operations Employee Systems Clerk	33
1707	Mechanical Department Head	55
1330	Media Center Assistant	24
1376	Medical Procedures Specialist	42
1533	Neighborhood Services Worker	26
1424	Network and Systems Specialist	53
1483	Network Technician II	46
1610	Nutrition Services Assistant I	23
1612	Nutrition Services Assistant II	25
1614	Nutrition Services Assistant III	30
1616	Nutrition Services Assistant IV	34
1619	Nutrition Services Assistant IV – TK-8	34
1617	Nutrition Services Chef	41
1597	Nutrition Services Employee Systems Clerk	33

JOB CODE	JOB CLASSIFICATIONS	RANGE
1731	Nutrition Services Equipment Maintenance/Vending Technician	45
1594	Nutrition Services Meal Application Clerk	33
1705	Nutrition Services Refrigeration/HVAC Technician	45
1593	Nutrition Services Staff Secretary	40
1642	Nutrition Services Truck Driver	31
1850	Nutrition Services Warehouse Person	32
15013	Office Clerk	24
1755	Office Machine/Electronics Technician	45
1408	Operations Support Specialist	41
1706	Paint Department Head	55
1790	Painter	43
1793	Plumber	44
1713	Plumbing Department Head	55
1543	Pupil Records Specialist, K-12	31
1416	Quality Assurance (QA) Technician	44
1784	Reprographics Technician	26
1553	SARB Technician/CWA Secretary	29
1656	School Bus Instructor/Dispatcher	39
1604	School Safety Officer	40
1573	School Secretary	32
1702	Security Department Head	55
1611	Security Patrol/Call Center Technician	40
1780	Security Specialist Technician	44
1429	Senior Data Analyst	53
1430	Senior Network & Systems Specialist	56
1718	Shop Maintenance & Inventory Systems Technician	51
1855	Site Maintenance and Equipment Operator	43
1770	Skilled Trades Helper, Maintenance	37
1775	Skilled Trades Helper, Transportation	37
1678	Snack Bar Operator	26
1679	Snack Bar Operator: High School	27
1394	Spanish Bilingual Cross-Cultural Instructional Paraprofessional, K-12	23
15026	Special Education Data Entry Specialist	31
1417	Special Education Data Specialist	36
1599	Special Education Service Clerk	35
1367	Special Education Vocational Paraprofessional, 9-12	25
15043	Specialist I – Benefits & Leaves	36
1065	Specialist I – Instructional Materials	36

JOB CODE	JOB CLASSIFICATIONS	RANGE
15042	Specialist I – State & Federal	36
15067	Specialist II – Account – Point of Sale System	37
15066	Specialist II – Attendance	37
15065	Specialist II – Payroll	37
15041	Specialist III – Benefits	39
15064	Specialist III – Fiscal	39
15040	Specialist III – Human Resources	39
15080	Specialist III – Music Repair and Inventory	39
1355	Speech Language Pathology Assistant	49
1578	Staff Secretary I	27
1579	Staff Secretary II	32
1591	Staff Secretary II – Library Services	32
1536	Staff Secretary III	35
1571	Staff Secretary IV	40
15078	Staff Secretary IV – Early Childhood Education	43
15015	Student Records Clerk, G230	30
1538	Student Records Clerk, TK-6	30
15075	Student Records Clerk/Translator – Early Childhood Education	33
15027	Substitute Management System Specialist	36
1689	Swimming Pool Operator	33
1426	Systems and Operations Specialist	48
15082	Technician I – Assessment Center	31
15050	Technician I – Fiscal	32
15049	Technician I – Human Resources	32
15046	Technician II – Accounts Payable	33
15047	Technician II – ASES	33
15048	Technician II – Benefits	33
1063	Technician II – Instructional Materials	33
15068	Technician II – Purchasing	33
15084	Technician II – Risk Management	33
15044	Technician III – Special Education	35
15045	Technician III – Student Support Services	35
1356	Transcriber for the Visually Impaired	29
1586	Transportation Secretary	33
1590	Typist Clerk II	25
1595	Typist Clerk II – Translator	25
1537	Typist Clerk III	28
15079	Typist Clerk III – Early Childhood Education	31

JOB CODE	JOB CLASSIFICATIONS	RANGE
1596	Typist Clerk III – Translator	28
1412	Vocational Assessment Specialist	33
1630	Warehouse Parcel Courier	31
1847	Warehouse Person	31
1798	Welder	45
1607	Yard Duty Supervisor	23

MODESTO CITY SCHOOLS

CLASSIFIED UNIT SALARY SCHEDULE

		STEP 1*		STEP 3	STEP 4	STEP 5	STEP 6	STEP 11	STEP 12	STEP 13
		Placement 1	Placement 2	Placement 3	Placement 4	Placement 5	Placement 6-10	Placement 11-17	Placement 18-24	Placement 25
		(Hired after Jan. 1)	(Hired before Dec. 31)							
23	Hourly	18.24	18.24	19.13	20.10	21.12	22.17	23.26	24.40	25.62
24	Hourly	18.68	18.68	19.61	20.57	21.60	22.66	23.82	25.02	26.27
25	Hourly	19.13	19.13	20.10	21.12	22.17	23.26	24.43	25.66	26.94
26	Hourly	19.61	19.61	20.57	21.60	22.66	23.82	25.01	26.26	27.57
27	Hourly	20.10	20.10	21.12	22.17	23.26	24.43	25.66	26.94	28.29
28	Hourly	20.57	20.57	21.60	22.66	23.82	25.01	26.25	27.57	28.95
29	Hourly	21.12	21.12	22.17	23.26	24.43	25.66	26.96	28.29	29.70
30	Hourly	21.60	21.60	22.66	23.82	25.01	26.25	27.57	28.95	30.40
31	Hourly	22.17	22.17	23.26	24.43	25.66	26.96	28.29	29.70	31.19
32	Hourly	22.66	22.66	23.82	25.01	26.25	27.57	28.95	30.41	31.93
33	Hourly	23.26	23.26	24.43	25.66	26.96	28.29	29.71	31.18	32.74
34	Hourly	23.82	23.82	25.01	26.25	27.57	28.95	30.41	31.94	33.54
35	Hourly	24.43	24.43	25.66	26.96	28.29	29.71	31.18	32.74	34.38
36	Hourly	25.01	25.01	26.25	27.57	28.95	30.41	31.95	33.53	35.21
37	Hourly	25.66	25.66	26.96	28.29	29.71	31.18	32.73	34.38	36.10
38	Hourly	26.25	26.25	27.57	28.95	30.41	31.95	33.54	35.21	36.97
39	Hourly	26.96	26.96	28.29	29.71	31.18	32.73	34.38	36.09	37.89
40	Hourly	27.57	27.57	28.95	30.41	31.95	33.54	35.20	36.98	38.83
41	Hourly	28.29	28.29	29.71	31.18	32.73	34.38	36.09	37.90	39.80
42	Hourly	28.95	28.95	30.41	31.95	33.54	35.20	36.98	38.82	40.76

		STEP 1*		STEP 3	STEP 4	STEP 5	STEP 6	STEP 11	STEP 12	STEP 13
		Placement 1	Placement 2	Placement 3	Placement 4	Placement 5	Placement 6-10	Placement 11-17	Placement 18-24	Placement 25
		(Hired after Jan. 1)	(Hired before Dec. 31)							
43	Hourly	29.71	29.71	31.18	32.73	34.38	36.09	37.90	39.78	41.77
44	Hourly	30.41	30.41	31.95	33.54	35.20	36.98	38.82	40.76	42.80
45	Hourly	31.18	31.18	32.73	34.38	36.09	37.90	39.78	41.77	43.86
46	Hourly	31.95	31.95	33.54	35.20	36.98	38.82	40.76	42.82	44.96
47	Hourly	32.73	32.73	34.38	36.09	37.90	39.78	41.78	43.87	46.06
48	Hourly	33.54	33.54	35.20	36.98	38.82	40.76	42.81	44.93	47.18
49	Hourly	34.38	34.38	36.09	37.90	39.78	41.78	43.87	46.07	48.37
50	Hourly	35.20	35.20	36.98	38.82	40.76	42.81	44.93	47.19	49.55
51	Hourly	36.09	36.09	37.90	39.78	41.78	43.87	46.07	48.35	50.77
52	Hourly	36.98	36.98	38.82	40.76	42.81	44.93	47.20	49.57	52.05
53	Hourly	37.90	37.90	39.78	41.78	43.87	46.07	48.35	50.80	53.34
54	Hourly	38.82	38.82	40.76	42.81	44.93	47.20	49.57	52.04	54.64
55	Hourly	39.78	39.78	41.78	43.87	46.07	48.35	50.79	53.31	55.98
56	Hourly	40.76	40.76	42.81	44.93	47.20	49.57	52.04	54.65	57.38
57	Hourly	41.78	41.78	43.87	46.07	48.35	50.79	53.30	55.99	58.79
58	Hourly	42.81	42.81	44.93	47.20	49.57	52.04	54.62	57.36	60.23
59	Hourly	43.87	43.87	46.07	48.35	50.79	53.30	55.99	58.76	61.70
60	Hourly	44.93	44.93	47.20	49.57	52.04	54.62	57.36	60.24	63.25
61	Hourly	46.07	46.07	48.35	50.79	53.30	55.99	58.76	61.72	64.81
62	Hourly	47.20	47.20	49.57	52.04	54.62	57.36	60.24	63.25	66.41
63	Hourly	48.35	48.35	50.79	53.30	55.99	58.76	61.73	64.79	68.03
64	Hourly	49.57	49.57	52.04	54.62	57.36	60.24	63.25	66.40	69.72

		STEP 1*		STEP 3	STEP 4	STEP 5	STEP 6	STEP 11	STEP 12	STEP 13
		Placement 1	Placement 2	Placement 3	Placement 4	Placement 5	Placement 6-10	Placement 11-17	Placement 18-24	Placement 25
		(Hired after Jan. 1)	(Hired before Dec. 31)							
65	Hourly	50.79	50.79	53.30	55.99	58.76	61.73	64.79	68.02	71.42
66	Hourly	52.04	52.04	54.62	57.36	60.24	63.25	66.40	69.73	73.22
67	Hourly	53.30	53.30	55.99	58.76	61.73	64.79	68.04	71.46	75.03
68	Hourly	54.62	54.62	57.36	60.24	63.25	66.40	69.73	73.19	76.85
69	Hourly	55.99	55.99	58.76	61.73	64.79	68.04	71.46	75.03	78.78
70	Hourly	57.36	57.36	60.24	63.25	66.40	69.73	73.19	76.87	80.71
71	Hourly	58.76	58.76	61.73	64.79	68.04	71.46	75.03	78.80	82.74
72	Hourly	60.24	60.24	63.25	66.40	69.73	73.19	76.87	80.70	84.74
73	Hourly	61.73	61.73	64.79	68.04	71.46	75.03	78.79	82.71	86.85
74	Hourly	63.25	63.25	66.40	69.73	73.19	76.87	80.71	84.74	88.98

*Step1: Placement 1 and Placement 2 are the same pay rate and are used for internal tracking purposes only.

Board Approved: 9/11/2023

This schedule represents a 6.5% change over the 2022-23 schedule.

MODESTO CITY SCHOOLS

CLASSIFIED SUMMER SCHOOL SALARY SCHEDULE

		STEP 1*		STEP 3	STEP 4	STEP 5	STEP 6	STEP 11	STEP 12	STEP 13
		Placement 1	Placement 2	Placement 3	Placement 4	Placement 5	Placement 6-10	Placement 11-17	Placement 18-24	Placement 25
		(Hired after Jan. 1)	(Hired before Dec. 31)							
23	Hourly	27.36	27.36	28.70	30.15	31.68	33.26	34.89	36.60	38.43
24	Hourly	28.02	28.02	29.42	30.86	32.40	33.99	35.73	37.53	39.41
25	Hourly	28.70	28.70	30.15	31.68	33.26	34.89	36.65	38.49	40.41
26	Hourly	29.42	29.42	30.86	32.40	33.99	35.73	37.52	39.39	41.36
27	Hourly	30.15	30.15	31.68	33.26	34.89	36.65	38.49	40.41	42.44
28	Hourly	30.86	30.86	32.40	33.99	35.73	37.52	39.38	41.36	43.43
29	Hourly	31.68	31.68	33.26	34.89	36.65	38.49	40.44	42.44	44.55
30	Hourly	32.40	32.40	33.99	35.73	37.52	39.38	41.36	43.43	45.60
31	Hourly	33.26	33.26	34.89	36.65	38.49	40.44	42.44	44.55	46.79
32	Hourly	33.99	33.99	35.73	37.52	39.38	41.36	43.43	45.62	47.90
33	Hourly	34.89	34.89	36.65	38.49	40.44	42.44	44.57	46.77	49.11
34	Hourly	35.73	35.73	37.52	39.38	41.36	43.43	45.62	47.91	50.31
35	Hourly	36.65	36.65	38.49	40.44	42.44	44.57	46.77	49.11	51.57
36	Hourly	37.52	37.52	39.38	41.36	43.43	45.62	47.93	50.30	52.82
37	Hourly	38.49	38.49	40.44	42.44	44.57	46.77	49.10	51.57	54.15
38	Hourly	39.38	39.38	41.36	43.43	45.62	47.93	50.31	52.82	55.46
39	Hourly	40.44	40.44	42.44	44.57	46.77	49.10	51.57	54.14	56.84
40	Hourly	41.36	41.36	43.43	45.62	47.93	50.31	52.80	55.47	58.25
41	Hourly	42.44	42.44	44.57	46.77	49.10	51.57	54.14	56.85	59.70
42	Hourly	43.43	43.43	45.62	47.93	50.31	52.80	55.47	58.23	61.14

		STEP 1*		STEP 3	STEP 4	STEP 5	STEP 6	STEP 11	STEP 12	STEP 13
		Placement 1	Placement 2	Placement 3	Placement 4	Placement 5	Placement 6-10	Placement 11-17	Placement 18-24	Placement 25
		(Hired after Jan. 1)	(Hired before Dec. 31)							
43	Hourly	44.57	44.57	46.77	49.10	51.57	54.14	56.85	59.67	62.66
44	Hourly	45.62	45.62	47.93	50.31	52.80	55.47	58.23	61.14	64.20
45	Hourly	46.77	46.77	49.10	51.57	54.14	56.85	59.67	62.66	65.79
46	Hourly	47.93	47.93	50.31	52.80	55.47	58.23	61.14	64.23	67.44
47	Hourly	49.10	49.10	51.57	54.14	56.85	59.67	62.67	65.81	69.09
48	Hourly	50.31	50.31	52.80	55.47	58.23	61.14	64.22	67.40	70.77
49	Hourly	51.57	51.57	54.14	56.85	59.67	62.67	65.81	69.11	72.56
50	Hourly	52.80	52.80	55.47	58.23	61.14	64.22	67.40	70.79	74.33
51	Hourly	54.14	54.14	56.85	59.67	62.67	65.81	69.11	72.53	76.16
52	Hourly	55.47	55.47	58.23	61.14	64.22	67.40	70.80	74.36	78.08
53	Hourly	56.85	56.85	59.67	62.67	65.81	69.11	72.53	76.20	80.01
54	Hourly	58.23	58.23	61.14	64.22	67.40	70.80	74.36	78.06	81.96
55	Hourly	59.67	59.67	62.67	65.81	69.11	72.53	76.19	79.97	83.97
56	Hourly	61.14	61.14	64.22	67.40	70.80	74.36	78.06	81.98	86.07
57	Hourly	62.67	62.67	65.81	69.11	72.53	76.19	79.95	83.99	88.19
58	Hourly	64.22	64.22	67.40	70.80	74.36	78.06	81.93	86.04	90.35
59	Hourly	65.81	65.81	69.11	72.53	76.19	79.95	83.99	88.14	92.55
60	Hourly	67.40	67.40	70.80	74.36	78.06	81.93	86.04	90.36	94.88
61	Hourly	69.11	69.11	72.53	76.19	79.95	83.99	88.14	92.58	97.22
62	Hourly	70.80	70.80	74.36	78.06	81.93	86.04	90.36	94.88	99.62
63	Hourly	72.53	72.53	76.19	79.95	83.99	88.14	92.60	97.19	102.05
64	Hourly	74.36	74.36	78.06	81.93	86.04	90.36	94.88	99.60	104.58

		STEP 1*		STEP 3	STEP 4	STEP 5	STEP 6	STEP 11	STEP 12	STEP 13
		Placement 1	Placement 2	Placement 3	Placement 4	Placement 5	Placement 6-10	Placement 11-17	Placement 18-24	Placement 25
		(Hired after Jan. 1)	(Hired before Dec. 31)							
65	Hourly	76.19	76.19	79.95	83.99	88.14	92.60	97.19	102.03	107.13
66	Hourly	78.06	78.06	81.93	86.04	90.36	94.88	99.60	104.60	109.83
67	Hourly	79.95	79.95	83.99	88.14	92.60	97.19	102.06	107.19	112.55
68	Hourly	81.93	81.93	86.04	90.36	94.88	99.60	104.60	109.79	115.28
69	Hourly	83.99	83.99	88.14	92.60	97.19	102.06	107.19	112.55	118.17
70	Hourly	86.04	86.04	90.36	94.88	99.60	104.60	109.79	115.31	121.07
71	Hourly	88.14	88.14	92.60	97.19	102.06	107.19	112.55	118.20	124.11
72	Hourly	90.36	90.36	94.88	99.60	104.60	109.79	115.31	121.05	127.11
73	Hourly	92.60	92.60	97.19	102.06	107.19	112.55	118.19	124.07	130.28
74	Hourly	94.88	94.88	99.60	104.60	109.79	115.31	121.07	127.11	133.47

*Step1: Placement 1 and Placement 2 are the same pay rate and are used for internal tracking purposes only.

Board Approved: 9/11/2023

This schedule represents a 6.5% change over the 2022-23 schedule.

MODESTO CITY SCHOOLS CLASSIFIED OUTDOOR EDUCATION STIPEND

	STEP 1*		STEP 3	STEP 4	STEP 5	STEP 6	STEP 11	STEP 12	STEP 13
	Placement 1	Placement 2	Placement 3	Placement 4	Placement 5	Placement 6-10	Placement 11-17	Placement 18-24	Placement 25
	(Hired after Jan. 1)	(Hired before Dec. 31)							
23	145.92	145.92	153.04	160.80	168.96	177.36	186.08	195.20	204.96
25	153.04	153.04	160.80	168.96	177.36	186.08	195.44	205.28	215.52
26	156.88	156.88	164.56	172.80	181.28	190.56	200.08	210.08	220.56
27	160.80	160.80	168.96	177.36	186.08	195.44	205.28	215.52	226.32
29	168.96	168.96	177.36	186.08	195.44	205.28	215.68	226.32	237.60
30	172.80	172.80	181.28	190.56	200.08	210.00	220.56	231.60	243.20
34	190.56	190.56	200.08	210.00	220.56	231.60	243.28	255.52	268.32
41	226.32	226.32	237.68	249.44	261.84	275.04	288.72	303.20	318.40
53	303.20	303.20	318.24	334.24	350.96	368.56	386.80	406.40	426.72

Notes: Ranges coordinate with existing Classified Unit Salary Schedule.

Calculations are range and step x 8.

This stipend is a flat rate and not subject to the number of hours actually worked for Outdoor Education.

This Salary Schedule is a result of the Memorandum of Understanding signed in January 2016.

*Step1: Placement 1 and Placement 2 are the same pay rate and are used for internal tracking purposes only.

Board Approved: 9/11/2023

This schedule represents a 6.5% change over the 2022-23 schedule.

MODESTO CITY SCHOOLS

CLASSIFIED ATHLETIC COACHING STIPENDS

7-8 SPORT	LEVEL	RATE PER SEASON *	
Athletic Directors After School Recreation		\$	1,800
Baseball 7-8		\$	1,500
Basketball 7-8	Boys'	\$	1,800
	Girls'	\$	1,800
Co-Ed Track		\$	1,200
Flag Football 7-8		\$	1,500
Soccer 7-8		\$	1,500
Softball 7-8		\$	1,500
Volleyball 7-8	Boys'	\$	1,500
	Girls'	\$	1,500
9-12 SPORT	LEVEL	RATE PER SEASON *	
Cross Country	Head Boys'	\$	4,560
	Head Girls'	\$	4,560
Baseball	Varsity Head	\$	4,950
	Varsity Assistant	\$	3,900
	JV Head	\$	4,560
	Frosh Head	\$	4,560
Basketball-Boys'	Varsity Head	\$	4,950
	Varsity Assistant	\$	3,900
	JV Head	\$	4,560
	Frosh Head	\$	4,560
Basketball-Girls'	Varsity Head	\$	4,950
	Varsity Assistant	\$	3,900
	JV Head	\$	4,560
	Frosh Head	\$	4,560
Football	Varsity Head	\$	5,550
	Varsity Assistant (3)	\$	3,900
	JV Head	\$	4,560
	JV Assistant (2)	\$	3,900
	Frosh Head	\$	4,560
	Frosh Assistant (2)	\$	3,900
Golf	Head Boys'	\$	4,560
	Head Girls'	\$	4,560
Soccer-Boys'	Varsity Head	\$	4,950
	JVHead	\$	4,560
Soccer-Girls'	Head	\$	4,950
	JV Head	\$	4,560

9-12 SPORT	LEVEL	RATE PER SEASON
Softball	Varsity Head	\$ 4,950
	Varsity Assistant	\$ 3,900
	JV Head	\$ 4,560
	Frosh Head	\$ 4,560
Swim/Dive-Boys'	Varsity Head	\$ 4,950
	JV Head	\$ 4,560
Swim/Dive-Girls'	Varsity Head	\$ 4,950
	JV Head	\$ 4,560
Tennis	Head Boys'	\$ 4,560
	Head Girls'	\$ 4,560
Track	Varsity Head	\$ 4,950
	Assistant (3)	\$ 3,900
Volleyball-Boys'	Varsity Head	\$ 4,950
	Varsity Assistant	\$ 3,900
	JV Head	\$ 4,560
	Frosh Head	\$ 4,560
Volleyball-Girls'	Varsity Head	\$ 4,950
	Varsity Assistant	\$ 3,900
	JV Head	\$ 4,560
	Frosh Head	\$ 4,560
Water Polo - Boys'	Varsity Head	\$ 4,950
	JV Head	\$ 4,560
Water Polo - Girls'	Varsity Head	\$ 4,950
	JV Head	\$ 4,560
Wrestling - Boys'	Varsity Head	\$ 5,280
	JV Head	\$ 4,560
Wrestling Girls'	Varsity Head	\$ 5,280
	JV Head	\$ 4,560
Spirit Leading Coordinator		\$ 5,100
Spirit Leading Coach		\$ 4,020

****Please note compensation is equal to the base amount reflected on the Certificated Athletic Stipend schedule.***

Board Approved: 9/11/2023