

**MEMORANDUM OF UNDERSTANDING
REGARDING EARLY LEARNING CENTER EDUCATORS**


**BETWEEN THE MENLO PARK CITY SCHOOL DISTRICT (MPCSD)
AND MENLO PARK EDUCATION ASSOCIATION (MPEA)**

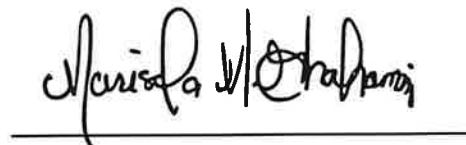
JUNE 5, 2024

This is a Memorandum of Understanding (MOU) between the Menlo Park City School District Board of Education and the Menlo Park Education Association (MPEA) to codify the working conditions of the bargaining unit members that work in the Early Learning Center. These unit members were added to the bargaining unit in May of 2023 and this represents their initial inclusion into the Collective Bargaining Agreement (CBA).

The parties agree that this language shall be effective immediately and incorporated into the full CBA upon the next reopener negotiations.

Signatures:



Kristen Gracia, MPCSD Superintendent

Marisela Ghahramani, MPEA President

ARTICLE ELC: EARLY LEARNING CENTER

- ELC.1** The contents of Article 1: AGREEMENT apply to Early Learning Center (ELC) teachers.
- ELC.2** The contents of Article 2: DEFINITIONS apply to ELC teachers.
- ELC.3** The contents of Article 3: RECOGNITION apply to ELC teachers.
- ELC.4** The contents of Article 4: MANAGEMENT RIGHTS AND DISTRICT POWERS apply to ELC teachers.
- ELC.5** The contents of Article 5: ORGANIZATIONAL SECURITY apply to ELC teachers.
- ELC.6** The contents of Article 6: GRIEVANCE PROCEDURES apply to ELC teachers.
- ELC.7** The contents of Article 7: WORK YEAR does not apply in full to ELC teachers. The following shall apply:
- ELC.7.1** The length of the ELC certificated work year shall be 194 days of teacher service with up to 180 days of instruction.
- ELC.7.2** This provision results in at least fourteen (14) days beyond the student instruction days, and their purpose is to allow our whole organization to pursue equity and excellence at all levels. The days are a hybrid of Professional Development and Teacher Work Days. A minimum of thirty percent (30%) will be allocated for Teacher Work Days. The allocation of these fourteen (14) days shall be determined collaboratively with the Director and ELC unit members.
- ELC.7.3** No more than three (3) orientation days may be added to the work year for newly employed staff.
- ELC.7.4** Two days of the 180-day instructional calendar will be minimum days for unit members. One minimum day will be scheduled either on the day before the Thanksgiving holiday or the day before the start of the winter vacation period. If the minimum day is scheduled before the winter vacation, the last workday before the Thanksgiving break will be Tuesday. The second minimum day will be the last day of instruction of the school year, effective June 14, 2024.
- ELC.7.5** All unit members are required to complete annual mandated safety trainings (e.g., Keenan and Associates, Vector Solutions). To honor the time to complete these trainings and to ensure that unit members are knowledgeable and prepared at the start of the school year, Beginning on the first day of service for the 2022-23 school year, MPCSD will provide a \$200 incentive to all unit members who complete their trainings by September 15 of a school year. Completion will be verified by the time stamp in the training platform and confirmed by the Human Resources Department. Given this incentive, MPCSD will no longer provide district or site restructured days to complete mandated trainings.
- ELC.7.6** Parent Conferences

ELC.7.6.1 A parent conference day consists of a full work day during which a teacher is released from all instructional duties (preparation, teaching, and grading) for half of that work day. This will be defined as a "minimum day" for purposes of this section.

ELC.7.6.2 Parent conferences will be scheduled by releasing each classroom teacher for three to five (3-5) minimum days in the fall of each school year. The ELC Director and ELC teacher leadership team will develop and agree upon a parent conference schedule for the site.

ELC.7.6.3 During the ELC designated conference days, teachers will not be required to conference with parents more than once. ELC teachers shall schedule one additional conference with parents in the Spring, which will occur during the regular work day with coverage provided. This provision recognizes that teachers schedule conferences with parents as needed and requested for a wide variety of reasons during a school year.

ELC.7.6.4 If the District requires parent conferencing during the instructional day and does not release the students, the District will be responsible for planning, scheduling, and implementing any supplemental programs or activities for the students of all the conferencing teachers. These responsibilities will not fall upon teachers engaged in conferences.

ELC.8 The contents of Article 8: HOURS OF EMPLOYMENT does not apply in full to ELC teachers. The following shall apply:

ELC.8.1 The teacher's normal work day shall be eight (8) hours, not including a thirty (30) minute unpaid lunch period.

ELC.8.1.1 A minimum of five (5) days before the first student instructional day, teachers will be notified in writing of their start and end times.

ELC.8.2 On occasion, duties may extend the work day. All additional district/site-initiated or administrator-approved meetings that extend the 8 hour work day shall submit a timecard for the ELC unit member hourly rate.

ELC.8.3 Preparation time provides unit members with valuable time to plan. Preparation time will be for purposes such as, but not limited to, implementing the curriculum using a variety of instructional practices and supplemental resources; creating and maintaining a respectful and supportive learning environment; planning differentiated instruction; utilizing a variety of assessments that guide planning; and collaborating and reflecting regularly with colleagues to improve teaching practice and the success of all students. The district and site administrators will make every effort to preserve preparation time for the purposes stated above.

ELC.8.3.1 ELC Lead Teachers shall have a minimum of sixty (60) minutes of preparation time per day. Part-time teachers shall have preparation time pro-rated to their assigned FTE.

ELC.8.3.2 ELC Assistant Teachers shall have a minimum of thirty (30) minutes of preparation time per day. Part-time teachers shall have preparation time pro-rated to their assigned FTE.

ELC.9 The contents of Article 9: CLASS SIZE does not apply in full to ELC teachers. The following shall apply:

ELC.9.1 The California Department of Social Services Community Care Licensing will dictate ELC class sizes and adult to student ratios. Current guidance establishes an adult to student ratio of 1:12.

ELC.9.1.1 Every effort shall be made to maintain as close to a 1:8 adult to student ratio as possible.

ELC.10 The contents of Article 10: PROFESSIONAL ASSESSMENT PROGRAM does not apply in full to ELC teachers. The following shall apply:

ELC.10.1 Purpose Of The Assessment

ELC.10.1.1 To provide a periodic assessment of unit members' performance through comparison with established standards and expectations;

ELC.10.1.2 To encourage unit members toward self-analysis and reflection about teaching to inform and improve practice;

ELC.10.1.3 To provide relevant and constructive feedback that will form the basis for productive discussion between administrators and unit members, thereby developing mutual understanding and more effective working relationships;

ELC.10.1.4 To complete the District's obligations under law regarding certificated evaluations.

ELC.10.2 Evaluation And Assessment Guidelines

ELC.10.2.1 The District will evaluate and assess unit member competency as it reasonably relates to their job description as ELC lead teacher or ELC assistant teacher.

ELC.10.2.2 Evaluation and assessment made pursuant to this article must be reduced to writing and a copy thereof transmitted to the unit member no later than 30 days prior to the end of school for teachers. The unit member has the right to submit a written reaction or response to the ELC Summative Evaluation Report. This response will become a permanent attachment to the unit member's personnel file. Upon request of a unit member who submitted a response, a meeting shall be held between the unit member and the evaluator to discuss the response before the last day of the teacher work year.

ELC.10.2.3 Under normal circumstances, the unit member's supervisor will be responsible for conducting the evaluation cycle. In the event the unit member's evaluation cycle is

to be conducted by someone other than the immediate supervisor, the unit member shall be so notified when this information is known to the District. In the event that the unit member's evaluator is changed, a separate conference will be held prior to the completion of any final evaluation. In the event a unit member has two or more supervisors, the unit member will be notified which of the supervisors is responsible for conducting the evaluation cycle.

- ELC.10.2.4** The evaluation shall be continuous in nature and shall include both evidence collection and classroom observation, and may also include observations of the unit member in a collaborative setting, or other workplace observations. The evaluator may conduct a reasonable number of formal and informal classroom observations. After each formal observation, the evaluator will discuss with the unit member the evaluator's observations and assessments, and will provide to the unit member formal written feedback within fifteen (15) working days of the formal evaluation. The unit member shall have the right, within ten (10) working days of receipt, to submit a written response to the formal written feedback. This written response will be attached to the formal evaluation.

ELC.10.3 Overview

- ELC.10.3.1** All probationary and temporary unit members shall be evaluated at least once each year, and all permanent unit members shall be evaluated every other year.
- ELC.10.3.2** By September 6 of each school year, the District shall inform each unit member of their evaluation and the applicable evaluation timelines as set forth in this Article (Appendix ELC 1).

ELC.10.4 Process for Temporary/Probationary

- ELC.10.4.1** The evaluation standards listed in Section ELC.10.2 shall be used to inform unit members of District expectations and to evaluate the progress toward those standards.
- ELC.10.4.2** The assessment of progress toward achieving those standards is a continuous process. The evaluator and the unit member will meet on a regular basis to discuss areas of focus, needed support, and how progress will be documented.
- ELC.10.4.3** A full evaluation is conducted each year. The unit member is observed and provided feedback multiple times, conferences with evaluator, shares evidence of teaching practice and student learning, and demonstrates level of practice for all elements.

- ELC.10.4.3.1** The unit member is evaluated on all elements of their job description.

ELC.10.4.4 Timeline During Evaluation Year

- ELC.10.4.4.1** Before the Goal-Setting Conference, ELC unit members will complete the Professional Growth Plan Form (Appendix ELC 2).

- ELC.10.4.4.2** By October 15: a Goal-Setting Conference will be held with evaluator to discuss: the unit member's Professional Growth Plan Form, the standards used in the evaluation, the multiple measures to be used for determining student progress, the evidence to be used by the unit member and the evaluator for various components of the process, and the areas of emphasis for professional growth (Appendix ELC 3 or 4). Both individuals will make a good-faith effort to reach agreement on these matters. By mutual agreement, this process, which includes goal setting, may be set in the prior spring.
- ELC.10.4.4.3** By December 15: At least one formal classroom observation and related formal written feedback must be completed.
- ELC.10.4.4.4** By March 30: A second and third formal classroom observation and related formal written feedback must be completed. The formal written feedback may relate to formal classroom observations, observations of the unit member in a collaborative setting, review of student progress data, or other evidence or conference regarding the unit member's performance.
- ELC.10.4.4.5** By April 15: Informal visits and related formal written feedback must be completed; and unit members must submit any additional evidence and Annual Evaluation Form to evaluator (Appendix ELC 3 or 4).
- ELC.10.4.4.6** By fifteen (15) days before the last day of school, the year-end ELC Summative Evaluation Report must be completed and provided to the unit member (Appendix ELC 3 or 4).

ELC.10.5 Process for Permanent Unit Members

- ELC.10.5.1** The evaluation standards listed in Section ELC.10.2 shall be used to inform unit members of District expectations and to evaluate the progress toward those standards.
- ELC.10.5.2** The assessment of progress toward achieving those standards is a continuous process. The evaluator and the unit member will meet on a regular basis to discuss areas of focus, needed support, and how progress will be documented.

An evaluation is conducted every two (2) years. The unit member is observed and provided feedback multiple times, conferences with evaluator, shares evidence of teaching practice and student learning, and demonstrates level of practice for three (3) core areas.

- ELC.10.5.2.1** The unit member is evaluated on three (3) core areas of their job description. These core areas will be mutually agreed upon by the teacher and evaluator during the goal setting conference.

ELC.10.5.3 Timeline During Evaluation Year

- ELC.10.5.3.1** Before the Goal-Setting Conference, ELC unit members will complete the Professional Growth Plan Form (Appendix ELC 2).
- ELC.10.5.3.2** By October 15: a Goal-Setting Conference will be held with evaluator to discuss: the unit member's Professional Growth Plan Form, the standards used in the evaluation, the multiple measures to be used for determining student progress, the evidence to be used by the unit member and the evaluator for various components of the process, and the areas of emphasis for professional growth (Appendix ELC 3 or 4). Both individuals will make a good-faith effort to reach agreement on these matters. By mutual agreement, this process, which includes goal setting, may be set in the prior spring.
- ELC.10.5.3.3** By January 30: At least one formal classroom observation and related formal written feedback must be completed.
- ELC.10.5.3.4** By April 15: Informal visits and related formal written feedback must be completed; and unit members must submit any additional evidence and Annual Evaluation Form to evaluator (Appendix ELC 3 or 4).
- ELC.10.5.3.5** By fifteen (15) days before the last day of school, the year-end ELC Summative Evaluation Report must be completed and provided to the unit member (Appendix ELC 3 or 4).

ELC.10.6 Remediation

- ELC.10.6.1** During an evaluation, the evaluator shall notify the unit member of any elements rated at one (1) or two (2) as soon as the evaluator is reasonably aware of the deficiency and indicate so in the written formal feedback.
- ELC.10.6.2** The unit member will be reimbursed for costs incurred by any program or training required by the District for remediation.
- ELC.10.6.2.1** Improvement Plan
- ELC.10.6.2.2** If a Below Standard or Unsatisfactory rating is present in the ELC Summative Evaluation Report, the evaluator places a unit member on an Improvement Plan (Form 4.1) and the unit member is evaluated again the next year on the element(s) rated as 1 and/or 2 in the prior evaluation.
- ELC.10.6.2.3** The evaluator shall develop an Improvement Plan and shall seek the agreement of the unit member before implementation.
- ELC.10.6.2.4** If the unit member is rated At Standard or Above Standard upon completion of their evaluation with an Improvement Plan, the next evaluation will take place in two years.
- ELC.10.6.2.5** If a Below Standard rating is present in the ELC Summative Evaluation

Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as 1 and/or 2 in the prior evaluation.

- ELC.10.6.2.6** If an Unsatisfactory rating is present in the ELC Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as Emerging and/or Exploring in the prior evaluation.

ELC.10.6.3 Peer Assistance and Review

- ELC.10.6.3.1** If an Unsatisfactory rating is present in the ELC Summative Evaluation Report, the unit member will be required to participate in Peer Assistance and Review (PAR), placed on an Improvement Plan and evaluated again the next year on the element(s) rated as 1 and/or 2 in the prior evaluation.

- ELC.10.6.3.2** If a Below Standard or Unsatisfactory rating is present in the ELC Summative Evaluation Report after one year on an Improvement Plan, the unit member remains on an Improvement Plan and is required to participate in Peer Assistance and Review (PAR) and evaluated again the next year on the element(s) rated as one (1) and/or two (2) in the prior evaluation. A unit member in the first year with an Improvement Plan may also request PAR support.

- ELC.10.6.3.3** The evaluator makes PAR referral to District Human Resources and Joint Committee on Teacher Evaluation (Form 4.2).

- ELC.10.6.3.4** If unit member is rated At Standard or Above Standard upon completion of their evaluation with PAR support, the next evaluation will take place in two years.

- ELC.10.6.3.5** If unit member is rated Below Standard or Unsatisfactory upon completion of their evaluation with PAR support, the evaluator and District Human Resources will move towards dismissal.

ELC.10.6.3.6 Roles and Process

- ELC.10.6.3.6.1** PAR includes direct support for the Participating Teacher from a Consulting Teacher.

- ELC.10.6.3.6.2** Consulting Teachers are experienced teachers with Above Standard evaluation rating and are selected, by the Joint Committee, for their teaching and coaching skills.

- ELC.10.6.3.6.3** The Consulting Teacher's assistance and review focus on the specific areas identified in the Improvement Plan.

- ELC.10.6.3.6.4** The Consulting Teacher discusses performance goals and objectives with Participating Teacher, conducts multiple observations of the Participating Teacher during instructional time, assists Participating Teacher in multiple ways using professional judgment, demonstrates good teaching strategies and practices for the Participating Teacher, monitors the progress of the Participating Teacher.
- ELC.10.6.3.6.5** The Consulting Teacher is included in Goal-Setting Conference in which the Improvement Plan is reviewed, with the Participating Teacher and evaluator. The Consulting Teacher and the Participating Teacher meet to determine the plan for assistance. The evaluator and the Consulting Teacher collaborate and consult on a regular basis in relation to offering assistance, review and feedback to Participating Teacher.
- ELC.10.6.3.6.6** The Consulting Teacher does not evaluate the Participating Teacher but makes Peer Review reports (Form 4.3) available to evaluator for consideration in preparing unit member's evaluation and to the Joint Committee and Participating Teacher.
- ELC.10.6.3.6.7** The reports consist of 1) a description of the assistance provided by the Consulting Teacher and 2) a description of the Participating Teachers participation in the program.
- ELC.10.6.3.6.8** The Participating Teacher may make a request to the Joint Committee for a different Consulting Teacher during the process.

ELC.10.7 Joint Committee on Teacher Evaluation

- ELC.10.7.1** The Joint Committee consists of three unit members appointed by MPEA and three appointed by the District. Both parties will make their best efforts to have all district sites represented on the Joint Committee. The association will make every effort to appoint unit member representatives to the committee who have completed a Level 2 evaluation cycle. The District representatives must have 3 or more years conducting teacher evaluations. A Committee member's term shall be two years, and every effort will be made to maintain three standing members at the start of each school year.
- ELC.10.7.2** The Human Resources Director shall serve as the non-voting Chair.
- ELC.10.7.3** The Joint Committee will make decisions through consensus. Failing consensus, decisions will be made by a majority vote. Four of the six members will constitute a quorum for purposes of meeting and conducting business.
- ELC.10.7.4** The Joint Committee's primary responsibilities are planning orientation for the evaluation process; soliciting feedback on the evaluation system from all stakeholders; collecting and sharing data related to the process; and providing oversight for PAR, including the assignment of Consulting Teachers.

ELC.10.8 Grievances Regarding Evaluation Process

The substance of the evaluator's classroom observation reports and annual evaluation appraisals are not subject to the grievance procedure. Violations of evaluation procedures specified above may be grieved.

ELC.11 The contents of Article 11: TRANSFERS apply to ELC teachers.

ELC.12 The contents of Article 12: LEAVES apply to ELC teachers.

ELC.13 The contents of Article 13: WORK YEAR apply to ELC teachers with the exception of Article 13.1 where the following shall apply:

ELC.13.1 Salary And Pay Provisions

ELC.13.1.1 2023-2024 Salary: The 2023-2024 ELC Teacher Salary Schedule that was Board approved on May 9, 2024 shall be attached to this Agreement as Appendix A-4.

ELC.13.1.1.1 All ELC unit members shall be paid according to the ELC Teacher Salary Schedule (Appendix A-4).

ELC.13.1.1.2 All part-time employees shall be paid according to the proportional time worked, which includes proportional payment of eligible stipends.

ELC.13.1.1.3 In addition to meetings that extend the eight (8) hour work day for curriculum development and related activities authorized in writing by a site or district administrator (referenced in Article ELC, Section 8.2), the pay shall be the unit members hourly rate on the ELC Salary Schedule (Appendix A-4).

ELC.13.1.1.4 Employees requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one school per day shall be reimbursed for all required travel at the rate approved and authorized by the IRS for all driving done between arrival at the first location at the beginning of the work day and the last location of the work day.

ELC.13.1.1.5 The District shall require tuberculosis tests for each employee once every four years.

ELC.13.1.1.6 To the extent that these provisions are available through the County Office services, each employee may choose to be paid on one of the following schedules:

- Twelve equal installments with payment on the teachers' last

working day of the calendar month, except during summer vacation when payment is issued on the last working day of the calendar month.

- Eleven equal installments with payment on the teachers' last working day of the calendar month.

ELC.13.1.1.7 An employee granted: (1) disability retirement; or (2) disability leave may, at the employee's option, elect to be covered under the District Health Insurance Program providing the employee reimburses the District for the cost of such premiums.

ELC.13.1.1.8 An employee will not be required to take a course given after working hours unless unit credit is provided by the District, or the District provides a minimum day, or the course is written as a performance objective requirement designed to improve a noted weakness for an individual employee. A course is a subject taught by an instructor over a period of five weeks or more, each meeting running for not less than two (2) hours and designed to develop certain skills, expertise, and provide professional growth.

ELC.13.1.1.9 ELC Teachers newly employed with the District will be eligible to receive credit up to the highest step on the ELC Teacher Salary Schedule based on approved public or private teaching experience.

ELC.14 The contents of Article 14: MISCELLANEOUS WORKING CONDITIONS apply to ELC teachers.

ELC.15 The contents of Article 15: TEACHER RIGHTS TO DUE PROCESS apply to ELC teachers.

ELC.16 The contents of Article 16: FORMAL WRITTEN COMPLAINTS apply to ELC teachers.

ELC.17 The contents of Article 17: SAVINGS, TERM, AND COMPLETION OF NEGOTIATIONS apply to ELC teachers and if significant changes to funding, accreditation and/or enrollment occur the parties agree to re-open Article ELC.

APPENDIX ELC 1 — ELC NOTICE OF EVALUATION



**MENLO PARK CITY SCHOOL DISTRICT
EARLY LEARNING CENTER
NOTICE OF EVALUATION**

Teacher Name:

Date:

You are scheduled for evaluation this year at the following Career Development Stage:

Please select ▾

Early Learning Center Teachers in their first or second year as an Assistant Teacher or Lead Teacher are considered temporary/probationary and will be evaluated on all elements. Teachers in their third year and beyond are considered permanent and will be evaluated on three core areas. These core areas will be mutually agreed upon by the teacher and evaluator during the goal setting conference.

Your evaluator will be:

--

Your Goal-Setting Conference is scheduled for:

Date:

Time:

Please review the [Early Learning Center Evaluation Process](#) and submit your [Professional Growth Plan](#) to the evaluator prior to the Goal-Setting Conference.

APPENDIX ELC 2 — ELC PROFESSIONAL GROWTH PLAN



**MENLO PARK CITY SCHOOL DISTRICT
EARLY LEARNING CENTER
PROFESSIONAL GROWTH PLAN**

TEACHER NAME:

DATE OF GOAL SETTING MEETING:

EVALUATOR:

Strengths, as described by myself:

Strengths, as described by colleagues:

Strengths, as described by Director:

Career Development Stage: Please select ▾

Early Learning Center Teachers in their first or second year as an Assistant Teacher or Lead Teacher are considered temporary/probationary and will be evaluated on all elements. Teachers in their third year and beyond are considered permanent and will be evaluated on three core areas. These core areas will be mutually agreed upon by the teacher and evaluator during the goal setting conference.

Fall Goal Setting

Goal 1:

☐

We will know I has made progress towards this goal if:

☐

Goal 2:

☐

We will know I have made progress towards this goal if:

☐

Goal 3:

☐

We will know I have made progress towards this goal if:

☐

What support do you need from the Director, your colleagues to help you make progress towards these goals?

Spring Reflection

APPENDIX ELC 3 — ELC ASSISTANT TEACHER EVALUATION



**MENLO PARK CITY SCHOOL DISTRICT
EARLY LEARNING CENTER
ASSISTANT TEACHER EVALUATION**

TEACHER NAME:

DATE OF MEETING:

EVALUATOR:

Areas of Strength

Areas of Growth

Career Development Stage: Please select ▾

Early Learning Center Teachers in their first or second year as an Assistant Teacher or Lead Teacher are considered temporary/probationary and will be evaluated on all elements. Teachers in their third year and beyond are considered permanent and will be evaluated on three core areas. These core areas will be mutually agreed upon by the teacher and evaluator during the goal setting conference.

Rating scale

1. Does not meet minimum expectations of the job
2. Needs to increase skills in this area
3. Meets expectations of the job - this is a good score and should not be considered unsatisfactory. Most items will likely be scored a 3.

4. Goes above and beyond expectations of the job - May be an area where you could teach others, where you specialize. You may only have 2-4 indicators with this score.

Professionalism	
▾	Speaks and engages in a professional manner with staff, children, parents and visitors at all times.
▾	Contributes to the professional community by engaging fully in staff meetings, seminars, training events, celebrations, etc. and work constructively with ELC staff to solve problems that arise, offer support and provide constructive feedback.
▾	Continually increases knowledge about early childhood education through publications, coursework, conferences, etc.
▾	Abides by the ethical standards of the National Association for the Education of Young Children.
▾	Works constructively with ELC colleagues to solve problems that arise, provide constructive feedback and contribute to the professional community by engaging fully in staff meetings, seminars, training events, etc.

Teaching Practices	
▾	In collaboration with the Lead Teacher, plans and creates learning environments that provide rich opportunities for children to develop skills in early-literacy, mathematical concepts, science, art, physical development, etc.
▾	Plans and leads circle times, small groups, and large group activities.
▾	Serves as the teacher when the Lead Teacher is not present.
▾	Uses classroom management skills to create productive learning environments
▾	In collaboration with the Lead Teacher, plans and creates developmentally appropriate, inviting indoor and outdoor learning environments that engage children in active, inquiry-based, play-based learning.
▾	Provides supportive, culturally relevant education and care to all children, including Dual Language Learners and children with special needs without bias or favoritism.
▾	Communicates concerns about possible developmental delays with the Lead Teacher.

▼	Supports the lead teacher in creating a developmental portfolio for each child. Documents children's activities through written observations and photographs for use in communication with families, on the web, and in children's portfolios.
▼	Provides guidance and instruction to children with challenging behaviors to help them develop appropriate social skills.
▼	Converses with children daily and scaffolds interactions to extend children's vocabulary and oral language development

Classroom and Playground Routines and Safety	
▼	Assists teachers and children in daily routines. Prepares, sets up and puts away meals, snacks and curriculum activities.
▼	Participate in mealtimes and help with dressing, toileting, etc. as needed.
▼	Follow District, Community Care Licensing and CSPP guidelines to submit incident reports when a child is injured, in collaboration with Lead Teacher and Director.
▼	Monitor classrooms, playgrounds, bathrooms and shared areas for safety and cleanliness.

Family Engagement	
▼	Builds warm, attentive, and respectful relationships with children and families to foster a sense of belonging with children and speaks about children in a respectful, positive, culturally responsive, honest, sensitive, and confidential manner.
▼	Strives to understand and respond supportively to family values, needs and concerns.
▼	Learns about children's language experiences and cultural background.
▼	Fosters family and community pride, and positive identity and promotes use of children's home languages..

Work Habits	
▼	Prompt/consistent in attendance
▼	Complies with ELC, licensing, CSPP and MPCSD rules and regulations and informs director if classroom or center is out of compliance

▾	Meets timelines, schedules, deadlines
▾	Keeps work areas organized
▾	Adheres to safety practices
▾	Understands and is ready to implement emergency and disaster preparedness procedures
▾	Dresses appropriately for preschool teaching

Work Performance

▾	Makes appropriate work judgments
▾	Has ability to interpret and respond to challenges encountered on job
▾	Demonstrates correct English usage and writing skills
▾	Works without close supervision

Adaptability & Initiative

▾	Accepts responsibility
▾	Adapts to change/is flexible
▾	Follows direction and suggestions
▾	Works well under pressure
▾	Shows initiative
▾	Is dependable

Communication

▾	Uses discretion in discussing school or personnel matters, maintaining confidentiality
▾	Displays tact and courtesy
▾	Interacts positively and communicates effectively/professionally with staff and administrators

▼	Maintains ongoing communication with supervisor
---	---

Overall Evaluation			
Overall Performance Rating	<input type="checkbox"/> Above Standard	Improvement Plan	<input type="checkbox"/> Not Required
	<input type="checkbox"/> At Standard		<input type="checkbox"/> Required
	<input type="checkbox"/> Below Standard	PAR Referral	<input type="checkbox"/> Not Required
	<input type="checkbox"/> Unsatisfactory		<input type="checkbox"/> Required
My signature acknowledges this document was presented to me on the date below. It does not mean that I agree to the content of the document and I reserve my right to attach a rebuttal to this document.			
Employee Signature:			Date:
Reviewer Signature:			Date:

APPENDIX ELC 4 — ELC LEAD TEACHER EVALUATION



**MENLO PARK CITY SCHOOL DISTRICT
EARLY LEARNING CENTER
LEAD TEACHER EVALUATION**

TEACHER NAME:

DATE OF MEETING:

EVALUATOR:

Areas of Strength

Areas of Growth

Career Development Stage: Please select ▾

Early Learning Center Teachers in their first or second year as an Assistant Teacher or Lead Teacher are considered temporary/probationary and will be evaluated on all elements. Teachers in their third year and beyond are considered permanent and will be evaluated on three core areas. These core areas will be mutually agreed upon by the teacher and evaluator during the goal setting conference.

Rating scale

1. Does not meet minimum expectations of the job
2. Needs to increase skills in this area
3. Meets expectations of the job - this is a good score and should not be considered unsatisfactory. Most items will likely be scored a 3.

4. Goes above and beyond expectations of the job - May be an area where you could teach others, where you specialize. You may only have 2-4 indicators with this score.

Classroom Leadership and Teaching Practices	
▾	Plans comprehensive, anti-bias, developmentally appropriate curriculum based on the ELC's adopted curriculum models.
▾	Provides supportive, culturally relevant education and care to all children, including English Language Learners and children with special needs.
▾	Plans and implements whole group and small group activities that are responsive to children's emerging interests and follow the ELC's adopted curricula and California Preschool Learning Foundations.
▾	Plans and creates developmentally appropriate, inviting indoor and outdoor learning environments that engage children in active, inquiry-based, play-based learning.
▾	Creates language rich environments that promote expressive and receptive oral language, early writing and reading skills and love of stories and reading. Includes ample examples of phonological awareness including rhyming, alliteration, visual and sound recognition of letters
▾	Includes environmental print in English and children's home languages and artifacts and materials that reflect home life, cultures and communities.
▾	Documents weekly lesson plans with sufficient detail to demonstrate alignment with developmental objectives, coverage of content areas, and accommodation for individual interests and needs.
▾	Uses classroom management skills to create productive learning environments
▾	Provides guidance and instruction to children with challenging behaviors to help them develop appropriate social skills. Develops and implements success plans based on observation, documentation and collaboration in partnership with families, specialists and ELC director.

Collaboration with Families	
▾	Builds warm, attentive, and respectful relationships with children and families to foster a sense of belonging with children and speaks about children in a respectful, positive, culturally responsive, honest, sensitive, and confidential manner.

▾	Communicates with families of potential developmental concerns (in collaboration with director), behavior incidents and accidents in a sensitive manner.
▾	Invites parents and family members to volunteer to read books, sing songs, or facilitate a group activity using their home language.
▾	Fosters family and community pride, and positive identity and promotes use of children's home languages, where possible.
▾	Participates in assessments and/or meetings for children with identified or suspected special needs.

Collaboration with Colleagues

▾	Includes classroom team members (assistants and aides) in curriculum planning and provides opportunities for assistants to lead small and large group activities of their own design, providing feedback to support reflection and growth.
▾	Works constructively with ELC colleagues to solve problems that arise, provide constructive feedback and contribute to the professional community by engaging fully in staff meetings, seminars, training events, etc.
▾	Serves as a mentor and guide to Assistant Teachers, Preschool Aides, volunteers and interns in the classroom. Provides constructive feedback as needed and relays concerns to director

Meeting the needs of Dual Language Learners

▾	Learns about children's language experiences and cultural background.
▾	Shares with families the benefits of bilingualism, language preservation and revitalization, and the importance of maintaining the home language.
▾	Introduces 3-5 words per week in English that are relevant to the child and curriculum. Uses movement, chants, songs and visual aids when introducing new vocabulary.
▾	Converses with children daily and scaffolds interactions to extend children's vocabulary and oral language development
▾	Requests help from staff or family to support assessment in home language, as needed.

Assessment and Documentation

▼	Documents children's activities through written observations, photographs/videos. Sends weekly summaries to families through ELC's online portal(s).
▼	Creates a developmental portfolio for each child, documenting highlights of their development to share with families during parent-teacher conferences
▼	Conducts Desired Results Developmental Profile (DRDP) and Developmental Progress Reports (DPR) and develops plans for children's education that are aligned with the findings of the assessments.

Professionalism

▼	Abides by the ethical standards of the National Association for the Education of Young Children.
▼	Stays up to date about child development and early childhood education via publications, coursework, conferences, trainings, etc.

Work Habits

▼	Prompt/consistent in attendance
▼	Complies with ELC, licensing, CSPP and MPCSD rules and regulations and informs director if classroom or center is out of compliance
▼	Meets timelines, schedules, deadlines
▼	Keeps work area organized
▼	Adheres to safety practices
▼	Understands and is ready to implement emergency and disaster preparedness procedures
▼	Dresses appropriately for preschool teaching

Work Performance

▼	Makes appropriate work judgments
▼	Plans and organizes effectively

▼	Has ability to interpret and respond to challenges encountered on job
▼	Communicates easily and effectively with students, staff and public
▼	Demonstrates correct English usage and writing skills
▼	Works without close supervision

Adaptability and Initiative	
▼	Accepts responsibility
▼	Adapts to change/is flexible
▼	Follows direction and suggestions
▼	Works well under pressure
▼	Shows initiative
▼	Is dependable

Relationships	
▼	Uses discretion in discussing school or personnel matters, maintaining confidentiality
▼	Displays tact and courtesy
▼	Interacts positively and communicates effectively/professionally with staff and administrators
▼	Maintains ongoing communication with supervisor

Overall Evaluation			
Overall Performance Rating	<input type="checkbox"/> Above Standard	Improvement Plan	<input type="checkbox"/> Not Required
	<input type="checkbox"/> At Standard		<input type="checkbox"/> Required
	<input type="checkbox"/> Below Standard	PAR Referral	<input type="checkbox"/> Not Required
	<input type="checkbox"/> Unsatisfactory		<input type="checkbox"/> Required
My signature acknowledges this document was presented to me on the date below. It does not mean that I agree to the content of the document and I reserve my right to attach a rebuttal to this document.			
Employee Signature:			Date:
Reviewer Signature:			Date:

APPENDIX A4 — SALARY SCHEDULE EFFECTIVE JULY 1, 2023, FOR ELC TEACHERS
MENLO PARK CITY SCHOOL DISTRICT
ELC TEACHER SALARY SCHEDULE

POSITION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELC LEAD TEACHER (194 DAYS)	\$67,093	\$67,286	\$68,968	\$70,692	\$72,460	\$74,271	\$76,128	\$78,030	\$79,981
DAILY RATES:	\$345.84	\$346.83	\$355.50	\$364.39	\$373.51	\$382.84	\$392.41	\$402.22	\$412.27
HOURLY RATES:	\$43.23	\$43.35	\$44.44	\$45.55	\$46.69	\$47.86	\$49.05	\$50.28	\$51.53
ELC ASSISTANT TEACHER (194 DAYS)		\$56,276	\$57,683	\$59,126	\$60,604	\$62,119	\$63,671	\$65,263	\$66,895
DAILY RATES:		\$290.08	\$297.34	\$304.77	\$312.39	\$320.20	\$328.20	\$336.41	\$344.82
HOURLY RATES:		\$36.26	\$37.17	\$38.10	\$39.05	\$40.02	\$41.03	\$42.05	\$43.10

* Step 0: ELC Lead Teachers who do not yet hold a bachelor's degree will be placed at Step 0 of the Lead Teacher Salary Schedule and remain on Step 0 until they obtain their bachelor's degree, at which time they will be placed on the salary schedule commensurate with their years of experience at the ELC.

Masters Degree = \$2,500 and BCLAD = \$3,500

Date of Board Meeting Proposal: May 13, 2024; retroactive to July 1, 2023

3.0% salary increase effective July 1, 2023

Recent Revision History:

5.0% salary increase effective July 1, 2022 + 1% OFF schedule

5.0% salary increase effective July 1, 2021

2.5% salary increase effective July 1, 2020

**MEMORANDUM OF UNDERSTANDING
REGARDING ARTICLE 12: LEAVES**

**BETWEEN THE MENLO PARK CITY SCHOOL DISTRICT (MPCSD)
AND MENLO PARK EDUCATION ASSOCIATION (MPEA)**

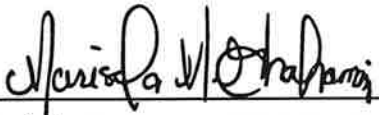
JUNE 5 2024

This is a Memorandum of Understanding (MOU) between the Menlo Park City School District Board of Education and the Menlo Park Education Association (MPEA) to update leave language with state and federal law.

The parties agree that this language shall be effective immediately and incorporated into the full CBA upon the next reopener negotiations.

Signatures:

Kristen Gracia, MPCSD Superintendent



Marisela Ghahramani, MPEA President

ARTICLE 12. LEAVES

12.1 Definition of Immediate Family As Used In This Article

Except as otherwise specified, "immediate family" shall be defined to include only mother, mother-in-law, father, father-in-law, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, and cousin of the employee, or any person living as a family member in the immediate household of the employee.

12.2 Sick Leave

12.2.1 All employees shall be entitled to ten (10) days of sick leave per year in accordance with prevailing law. Part-time employees shall be entitled to sick leave on the same basis as full-time employees in proportion of time worked to full-time employment.

12.2.2 Employees who leave the District must request the transfer of sick leave in writing within the school year succeeding the school year in which the employment is terminated. New employees of the District must follow the same procedure to receive credit for any transferable accumulated sick leave.

12.2.3 As required by Education Code Section 44977, when an employee exceeds his or her accumulated sick leave due to illness or injury and continues to be absent for reasons of that illness or injury, for an additional period of up to five school months the employee shall be paid the difference between the employee's per diem rate and the amount that is actually paid to the substitute, or, if no substitute is employed, the amount that would have been paid to the substitute according to the District's substitute salary schedule. The payment to unit members pursuant to this section shall be no less than 50% of the unit member's per diem salary for each day of absence during the five month period. For purposes of this section, a "school month" is defined as 20 work days. The provisions of Education Code Section 44977(b)-(g) shall apply.

12.2.4 Only that sick leave accumulated under provisions of subsection 12.2.1 above is available for use when authorization for use of sick leave is granted in other sections of this Article.

12.2.5 The District may require verification for sick leave usage, when the District has reason to believe that the sick leave may have been used for inappropriate reasons. Prior to submitting that verification, the teacher may request and shall be given in writing, the reasons upon which the requirement for verification was based.

12.3 Leave for Personal Necessity and Family Illness

12.3.1 An employee may use sick leave described in subsection 12.2.1 above for purposes of personal necessity as enumerated below, provided the use for such purposes does not exceed nine (9) days in any school year.

12.3.2 For purposes of this Section, personal necessity shall be limited to: (a) death or serious illness of a member of the employee's immediate family; (b) an accident involving the

employee's person or property, or the person or property of the employee's immediate family; (c) appearance in court as a witness or litigant; and (d) illness or injury of a member of the employee's immediate family that requires the employee's assistance and/or attendance.

12.4 Discretionary Leave

Four (4) days per year of the unit member's accumulated sick leave under Section 12.2.1 may be used for discretionary leave, provided that the unit member provides five (5) work days' notice to the site principal or immediate supervisor and that no more than three (3) such days are taken consecutively.

12.5 Notice for Personal Necessity and Family Illness

12.5.1 In order to obtain a substitute or coverage for work, the employee will notify the District five (5) days in advance of taking leave, except when the need for the leave is unknown in advance or in case of emergency. In such cases, the employee will make every effort to appropriately notify the District of the need for and the duration of the leave as soon as possible in advance of the leave.

12.5.2 The employee taking leave will not be required to provide the specific reasons for the leave. Under all circumstances, however, an employee shall verify in writing that the leave was taken for the purposes stated in this Section. The District will provide a verification form at each school site. If the District has a reasonable basis to believe that the leave was not taken for the purposes stated, the District may require the employee to verify the appropriate usage.

12.5.3 In the event of death, bereavement leave must be taken before the employee may utilize personal necessity leave.

12.6 Paid Family Care Leave (Labor Code Section 233)

12.6.1 In addition to any other rights to leave afforded by this Article, in any school year, unit members may use up to a maximum of five (5) days of accrued and available sick leave under Section 12.2.1 for any of the following reasons:

12.6.1.1 Diagnosis, care, or treatment of an existing health condition of, or preventive care for a unit member's family member.

12.6.1.2 In addition, with appropriate certification a unit member who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this Section 12.6 for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual

assault, or stalking;

- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

12.6.2 As used in this Section 12.6:

“Family member” means a unit member’s parent, child, spouse, registered domestic partner, sibling, grandchild or grandparent, or a designated person.

“Child” means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the unit member stands in loco parentis.

“Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the unit member or the unit member’s spouse or registered domestic partner, or a person who stood in loco parentis when the unit member was a minor child.

“Designated person” means a person identified by the employee at the time the employee requests paid sick days. Employees may have one designated person for this purpose pre 12-month period.

12.6.3 All conditions and restrictions upon the unit member’s use of sick leave, including those set forth in Sections 12.2.4 and 12.2.5, shall apply to the use of sick leave in this Section to attend to the unit member’s family member.

12.6.4 This Section does not extend the maximum period of leave to which a unit member is entitled under the Family Medical and Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

12.7 **Bereavement Leave**

Upon receiving appropriate confirmation that an employee’s immediate family member has died, or an employee or their partner has experienced a miscarriage or stillbirth, the Superintendent shall grant bereavement leave not to exceed five (5) days for each bereavement without loss of pay.

12.8 **Jury Duty Leave**

Leave for jury duty will be granted under provision of the law. Jury duty leave will be with pay, the amount of which will be up to the amount of the difference between the employee's regular earnings and any amount received for jury fees.

12.9 Other Unpaid and Paid Leaves Of Absence

The District may grant other unpaid and paid leaves of absence, all conditions surrounding which shall be upon the mutual agreement of the District and the employee. No such agreements will establish precedent nor proscribe the unrestrained future discretion of the District or an employee to reach mutual agreements under this Section.

12.10 Industrial Accident and Illness Leave

12.10.1 Employees will be entitled to industrial accident and illness leave in accordance with the requirements of the Education Code for personal injury or illness that qualifies for Workers' Compensation under provisions of the Compensation Insurance Fund.

12.10.2 Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise be performing work for the District in any one fiscal year for the same industrial accident or illness. An employee's entitlement for any given industrial accident or illness shall not exceed sixty (60) days. If the industrial accident or illness extends beyond a fiscal year, the employee will be entitled only to the unused portion of the original sixty (60) days provided for the given industrial accident or illness.

12.10.3 The District has the right at its own expense to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which the disability is attributable to the injury or illness involved.

12.10.4 For any days of absence from duty as a result of the industrial accident or illness, the employee shall endorse to the District any wage loss benefit check from the Compensation Insurance Fund which makes the total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as salary if there had been no industrial accident or illness.

12.10.5 If the employee fails to endorse to the District any wage loss disability indemnity check received because of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

12.10.6 Employees shall report within twenty-four (24) hours any accident to themselves that occurs in the line of duty. A written report must be filed on a form prescribed by the District. If the employee is incapacitated, the report must be prepared by the employee's supervisor.

12.11 Religious Leave

An employee is entitled to two (2) days for religious leave providing at least a two (2) week notice has been given the immediate supervisor. This leave will be classified as Personal Necessity Leave and subtracted from sick leave.

12.12 Pregnancy Leave and Child Rearing Leave

The Board of Education will request the advice of the Association prior to the granting of any leave excepting Pregnancy Leave and Child Rearing Leave for a third or subsequent year.

12.13 Sabbatical Leave

12.13.1 Objectives

Sabbatical leaves are approved under State law in the phrase "for the purpose of permitting study or travel by the employee which will benefit the schools and pupils of the District."

12.13.2 Distribution

12.13.2.1 The number of certificated employees absent on sabbatical leave at any one time shall not exceed three employees.

12.13.2.2 Selection of these three employees shall be based on the needs of the District, direct benefits to students, and continuing professional growth of the teacher.

12.13.2.3 Sabbatical leaves shall coincide with the school year, unless otherwise approved by the Superintendent.

12.13.2.4 Refusal: Should the District refuse to grant a Sabbatical Leave, it shall be in writing, stating the reason for the refusal.

12.13.3 Requirements

12.13.3.1 Sabbatical leaves must be preceded by at least seven (7) consecutive years of teaching service, all of which must have been in the Menlo Park City School District.

12.13.3.2 This application is to be submitted no later than January 10 and a formal decision by the office of the Superintendent should be rendered as soon as budget considerations make it possible. Deadlines for applications may be waived by mutual agreement of the applicant and Superintendent.

12.13.3.3 Applicants must sign to the effect that they will return to the District for a period of at least two (2) years following the termination of the leave.

12.13.3.4 Sabbatical leave time may be a combination of both travel and study.

12.13.3.5 Teachers' plans for a combination study-travel sabbatical leave must be submitted to the Governing Board for approval.

12.13.3.6 Sabbatical Leaves For Study

12.13.3.6.1 A teacher shall complete at least twenty-four (24) semester units of work during a sabbatical year, not less than eight (8) semester units of which shall be completed during either semester while on leave.

12.13.3.6.2 These courses should be exclusive of correspondence courses.

12.13.3.6.3 A special project or research problem may be substituted for the unit requirements if approved in advance by the Superintendent.

12.13.3.6.4 Transcripts or other evidence of completion shall be submitted to the office of the Superintendent within sixty (60) days of the teachers' return to duty.

12.13.3.7 Sabbatical Leave For Travel

12.13.3.7.1 Teachers on sabbatical leave for travel shall remain in travel status at least four and one-half (4-1/2) months for each semester of leave granted.

12.13.3.7.2 The application for leave for travel shall include an itinerary of the proposed travel, together with a statement concerning the proposed objectives and be submitted to the building principal for consideration.

12.13.3.7.3 Upon completion of the travel leave, and within sixty (60) days of the teacher's return to duty, a written report shall be submitted to the office of the Superintendent.

12.13.4 Compensation

12.13.4.1 Compensation while on leave shall be based on the salary schedule in effect during the period of leave, and shall be no less than one-half (1/2) the salary which the employee would receive for full-time employment during that period.

12.13.4.2 The Governing Board will have the option of requiring an applicant to post a bond in the amount of the contract salary before payment of salary commences.

12.13.4.3 One-half (1/2) the cost of medical and dental insurance shall continue to be paid by the District and sick leave benefits will remain in effect.

12.13.4.4 Additional compensation from study benefits, research grants, scholarships, and fellowships will be honored and encouraged by the District, and these are not prorated with leave pay.

12.13.5 Effect Of Salary Increment

12.13.5.1 The sabbatical leave shall constitute a year's service for salary increment purposes.

12.13.5.2 The sabbatical leave shall constitute a year's service for retirement credit.

12.13.6 Prior to granting a Sabbatical Leave, the District and the employee shall enter into a written agreement regarding assignment upon return from leave.

12.14 Catastrophic Illness Leave

On a case-by-case basis and with mutual agreement of the Association and the District, any employee may donate accumulated and unused eligible leave credits to another employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.

12.14.1 Definitions

12.14.1.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and that incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because all of his or her sick leave and other paid time off has been exhausted.

12.14.1.2 "Eligible leave credits" means sick leave accrued to the donating employee under subsection 12.2.1 of this Agreement. One (1.0) full day of eligible leave credit shall equal one day of usable leave to the receiving party.

12.14.1.3 "Family members" shall be as defined in Section 12.1 of this Agreement for bereavement leave.

12.14.2 Eligibility

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

12.14.2.1 The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

12.14.2.2 The District determines that the employee is unable to work due to the employee's, or his or her family member's, catastrophic illness or injury.

12.14.2.3 The employee requesting donation of sick leave has exhausted all accrued paid leave credits, including differential leave for certificated employees and extended

sick leave for classified employees, if the employee is requesting catastrophic leave for his/her illness or injury.

12.14.3 Procedure

- 12.14.3.1** An employee who wishes to receive the catastrophic illness benefit must request in writing to the Association and District that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.
- 12.14.3.2** Donations will be solicited anonymously by a joint announcement of the Association and District on behalf of an individual who meets the requirements for this benefit.
- 12.14.3.3** The employee who volunteers to donate sick leave must donate in minimum increments of one (1) full-time equivalent day of leave credit.
- 12.14.3.4** The maximum amount of time that donated leave credits may be used by the recipient employee shall not exceed twelve (12) consecutive months per illness, recurrence, or injury. Donated leave credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.
- 12.14.3.5** All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used within twelve (12) months of donation, it will revert to the donor(s) in the order in which it was donated.
- 12.14.3.6** An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.
- 12.14.3.7** Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.
- 12.14.3.8** The recipient shall be paid at her or his regular rate of pay.
- 12.14.3.9** The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements. Such rules and regulations will be submitted to the Association for review prior to implementation.
- 12.14.3.10** Any entitlement to family leave under the Federal Family and Medical Leave Act and the California Family Rights Act will run concurrently with the leave created by donations.
- 12.14.3.11** If STRS determines that any provision of this policy is inconsistent with STRS rules and regulations, the provision shall be reopened for negotiations. If PERS determines that any provision of this policy is inconsistent with PERS rules and

regulations, the provision shall be reopened for negotiations.

- 12.14.3.12** Disputes regarding alleged violations or misinterpretations of this policy may be resolved through the appropriate collective bargaining agreement grievance procedure, for represented employees, or through the District complaint procedure for unrepresented employees.

12.15 Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- 12.15.1** Eligible unit members are entitled to a total of 12 work weeks or the equivalent of 12 of the unit member's normally scheduled work weeks of unpaid, job-protected leave in a 12 month school year period (July 1 through June 30) leave under each of the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. This article will be interpreted and applied in conformance with the FMLA and CFRA.

~~**12.15.2** — The provisions of this Agreement and District policies will be applied in conformance with the FMLA and CFRA.~~

12.15.3 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a unit member must have been employed by the District for at least 12 months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

12.15.4 Qualifying Events or Reasons for FMLA and CFRA Leave:

- 12.15.4.1** The birth of a child and to care for the newborn child within one year of the child's birth.

- 12.15.4.2** The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child, within one year of the child's adoption or foster placement.

- 12.15.4.3** To care for the unit member's qualifying family member with a "serious health condition," including a child, including a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member standing in loco parentis to that child who is under 18 years of age, parent; including a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child (excluding a parent-in-law); spouse, registered domestic partner (CFRA ONLY), domestic partner's child (CFRA ONLY), an adult dependent child (CFRA ONLY), grandparent (CFRA ONLY), grandchild (CFRA ONLY), sibling (CFRA ONLY), or "designated person." (CFRA ONLY)

A "serious health condition" is an illness, injury, impairment, or a physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential care facility, including any period of incapacity or any treatment in connection with such inpatient care or any period of incapacity;
2. incapacity (i.e., inability to perform essential job functions or inability to attend school or perform other regular daily activities) of more than 3 consecutive calendar days that also involves: (a) at least 2 visits to a health care provider, or (b) one visit and a regimen of continuing treatment;
3. incapacity due to pregnancy or prenatal care following a pregnancy disability leave;
4. incapacity or treatment due to chronic health conditions requiring periodic treatment;
5. incapacity for a condition that is permanent or long-term for which treatment may not be effective and the patient is under the continuing supervision of a health care provider;
6. inpatient care or continuing treatment, including treatment for substance abuse; or
7. any period of absence to receive multiple treatments for restorative surgery or for a condition that would result in incapacity of more than 3 consecutive calendar days if left untreated.

A **"Designated Person"** means any person identified by the employee at the time the employee requests leave. Employees may have one designated person for this purpose pre 12-month period. **(CFRA ONLY)**

12.15.4.4 Because of a unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave.

12.15.4.5 Because of any **"qualifying exigency"** arising out of the fact that the unit member's spouse, domestic partner, child, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status).

12.15.4.6 **FMLA Only:** Family Care and Medical Leave to care for a covered servicemember with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the servicemember. An eligible unit member's entitlement under this Section is limited to a total of 26 workweeks of leave during a single 12-month period. The "single 12-month period" in which the 26-weeks-of-leave-entitlement begins on the first day a unit member takes leave to care for the covered servicemember. During the "single 12-month period" described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

~~12.15.5 — Family Care and Medical Leave Entitlement~~

~~Subject to state and federal law, including the federal FMLA and the CFRA, an eligible unit member is entitled to a total of 12 workweeks of unpaid leave in a 12-month period for any one, or more, of the following reasons:~~

~~**12.15.4.1** — The birth of a child and to care for the newborn child (FMLA and CFRA);~~

~~42.15.4.2 — The placement with the unit member of a child in connection with adoption or foster care of the child by the unit member and care for the newly placed child (FMLA and GFRA);~~

~~42.15.4.3 — To care for the unit member's child, parent or spouse with a serious health condition (FMLA and GFRA);~~

~~42.15.4.4 — Because of an unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)~~

~~42.15.4.5 — Because of any qualifying exigency arising out of the fact that the unit member's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) (FMLA only).~~

~~42.15.6 — Definitions Under Section 12.15, Family Care and Medical Leave~~

~~42.15.5.1 — "Child" is defined as a biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, or child of a unit member standing in loco parentis to that child who is under 18 years of age or an adult dependent child.~~

~~42.15.5.2 — "Parent" is defined as a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child. Parent does not include a parent-in-law.~~

~~42.15.5.3 — "Spouse" means partner in marriage as defined in Family Code Section 300 or a registered domestic partner as defined in the California Family Code and includes same-sex partners in marriage.~~

~~42.15.5.4 — The twelve month period for FMLA/GFRA purposes is the school year, July 1 through June 30. "Twelve work weeks" means the equivalent of 12 of the unit member's normally scheduled work weeks.~~

~~42.15.7 — Family Care and Medical Leave To Care for a Covered Servicemember with a Service Injury or Illness~~

~~Subject to the provisions of this Article, and state and federal law, including the FMLA, an eligible unit member may take FMLA leave to care for a covered servicemember with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the servicemember.~~

~~42.15.6.1 — An eligible unit member's entitlement under this Section 12.15.6 is limited to a total of 26 workweeks of leave during a single 12-month period to care for~~

~~a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26 weeks of leave entitlement begins on the first day a unit member takes leave to care for the covered servicemember.~~

~~12.15.6.2 During the "single 12-month period" described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.~~

12.15.8 Pay Status and Benefits

Except as otherwise provided in this Section 12, ~~provided in this Section 12.15 and in Section 12.19 (Teacher Parental Leave),~~ the family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health and welfare premiums during the period of family care and medical leave for up to twelve work weeks on the same basis as District contributions would have been provided had the unit member not taken family care and medical leave. The unit member will be required to continue to pay the unit member's share of premiums, if any, during a family care and medical leave.

12.15.9 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit member may be entitled for the same qualifying reason. A unit member is required to utilize the unit member's accrued sick leave during and to run concurrently with ~~for~~ FMLA/CFRA qualifying absences ~~due to the unit member's own serious health condition.~~

12.15.10 Notice to the District

12.15.9.1 The unit member must provide written notice to the District's Human Resources Department as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable including, but not limited to, for ~~based on~~ an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, ~~or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.~~

12.15.9.2 The written notice must inform the District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

12.15.9.3 If a unit member needs leave intermittently or on a reduced leave schedule for planned medical treatment, the unit member shall consult with the District and make a reasonable effort to schedule the treatment so as to minimize disruption to District operations, subject to the approval of their health care provider, or the health care provider of their family member or designated person, as appropriate.

12.15.9.4 Any requests for extensions of CFRA Leave must be received at least 5 working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the approved leave.

12.15.11 Medical Certification

12.15.10.1 A unit member's request for family care and medical leave for a serious health condition of to care for an employee, an employee's family member, or a designated person a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the unit member shall provide the District with recertification by the health care provider. The certification must state: (1) whether the person is suffering from a serious health condition; (2) the date, if known, of the onset of the serious health condition; and (3) the probable duration of the condition. The medical certification should not disclose the underlying nature or diagnosis of the serious health condition or any genetic information.

~~12.15.10.2 A unit member's request for family care and medical leave because of unit member's own serious health condition shall be supported by a certification issued by the unit member's health care provider.~~

12.15.10.3 As a condition of a unit member's return from leave taken because of the unit member's own serious health condition, the unit member is required to obtain certification from the unit member's care provider that the unit member is able to resume work and perform the essential functions of the unit member's job with or without accommodation.

12.15.10.4 Unit members are encouraged to may use the District's Certification of Health Care Provider form available from the District to meet the certification and recertification requirements of this section.

12.15.12 Minimum Duration of Leave Length of Leave

~~12.15.11.1 Family care and medical leave does not need to be taken in one continuous period of time.~~

12.15.11.2 CFRA and FMLA leave Leave taken for a serious health condition of the unit member, the unit member's child, parent, or spouse of the unit member may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the unit member or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider. Unit members requesting intermittent leave shall make a reasonable effort to schedule the leave to minimize disruption to school or district operations.

12.15.11.3 Leave taken for reason of birth, adoption, or foster care placement of a child of the unit member does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the unit member. The basic minimum duration of leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks' duration on any two occasions. Spouses who are both employed by the

District may each take 12 workweeks of CFRA Leave in a 12-month period.

12.15.11.4 District's Response to Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family care and medical leave-qualifying based on the information provided by the unit member and to notify the unit member of the designation.

12.15.11.5 ~~Dual Parent Employment~~

~~Where both parents are District employees, allowable leave for the birth, adoption, or foster care placement of a child limited to a total of 12 work weeks in a 12-month period between the two unit members. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.~~

12.15.11.6 Unit Member's Status on Returning from Leave

Except as provided by law, ~~on return from family care and medical leave,~~ a unit member is entitled to be returned to the same or equivalent position the unit member held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit member is also entitled to reinstatement even if the unit member has been replaced or the unit member's job has been restructured to accommodate the unit member's absence. A unit member has no right to return to the same position. Use of FMLA and/or CFRA ~~family care and medical~~ leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible unit member's FMLA/CFRA leave. A unit member has no greater right to reinstatement or to other benefits and conditions of employment than if the unit member had been continuously employed during the FMLA/CFRA leave period.

12.16 Enhanced CFRA Leave

- 12.16.1** Beginning July 1, 2021, all permanent (tenured) members shall earn five (5) days of enhanced CFRA per year of service after July 2, 2021, up to a maximum of ten (10) days. This leave is either fully paid and included as part of the standard CFRA leave, or paid at the differential rate and utilized after the conclusion of standard CFRA leave, at the unit member's discretion, for up to a maximum of ten (10) days per calendar year.
- 12.16.2** The leave shall be taken in five (5) day increments, which must be continuous, cannot be used intermittently, and are not applicable during break or non-work time. The leave must be taken within 12 months of the adoption, birth of a newborn, or foster of a child age 0-3 years.
- 12.16.3** The enhanced CFRA is used as a "bank." As a member uses this leave, it is taken out of their bank. This leave is not transferable to another member.
- 12.16.4** If the unit member has earned less than ten (10) days of enhanced CFRA, they may utilize their accumulated sick leave for the balance of the ten (10) day period.

12.16.5 After ~~June 30, 2026~~ ~~July 3, 2023~~, this provision will sunset. Enhanced CFRA leave time accrued through June 30, 2023 will not be lost. Continuation of this leave will need to be renegotiated as part of the successor agreement.

12.16.6 The use of this leave shall not prohibit the advancement of unit members on the salary schedule.

12.17 **Pregnancy Disability Leave**

A pregnant unit member is entitled to an unpaid leave of up to four months, as needed, for the period(s) of time the unit member is actually disabled by pregnancy, as determined by her health care provider.

12.17.1 **Notice to District**

Using the District's Certification of Health Care Provider form for pregnancy disability leave, a unit member should provide at least 30 days advance notice or notice as soon as practicable of the unit member's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

12.17.2 **Use of Sick Leave During Pregnancy Disability Leave**

A unit member may use any accrued sick leave under Section 12.2 during an otherwise unpaid pregnancy disability leave. An employee that elects not to use their accrued sick leave will automatically be placed on differential pay.

12.17.3 **Health and Welfare Benefits**

The District shall maintain its contribution toward health and welfare benefits during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the unit member had not taken pregnancy disability leave. The unit member will be required to continue to pay the unit member's share of premiums, if any, during a pregnancy disability leave.

12.17.4 **Unit Member Status**

During a pregnancy disability leave, the unit member shall retain unit member status, and the leave shall not constitute a break in service for any purpose under this Agreement.

12.17.5 **Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves**

12.17.5.1 A pregnancy disability leave shall run concurrently with the unit member's FMLA leave entitlement.

12.17.5.2 The right to take pregnancy disability leave is separate and distinct from the right to

take leave under CFRA. A unit member's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.

- 12.17.5.3** At the end of the unit member's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave of up to 12 workweeks for reason of the birth of her child, if the child has been born by this date.

12.18 **Teacher Parental Leave**

12.18.1 **Interpretation of Teacher Parental Leave Section**

This section 12.17~~8~~ is based on Education Code Section 44977.5 and shall be interpreted and implemented in compliance with Section 44977.5 as amended by the California Legislature or interpreted by a court with jurisdiction over the District.

12.18.2 **Definition of Teacher Parental Leave**

~~"For the purposes of this section, "teacher parental leave" means leave for reason of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member." (Education Code Section 44977.5)"parental leave or paternity leave" as that term is defined in Education Code Section 44977.5 i.e. leave for reason of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member," pursuant to Government Code Section 12945.2 (CFRA). "Teacher parental leave" refers to the same entitlement described in Sections 12.15.4~~3~~.1 and 12.15~~7~~.4~~3~~.2; it is not a separate and additional entitlement. All of the requirements for using such leave as set forth in Section 12.17 above apply except, to the extent required by law (Education Code Section 449.77.5(d)), a unit member shall not be required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this Section 12.15~~7~~.~~

12.18.3 **Eligibility for Teacher Parental Leave**

In accordance with Education Code Section 44977.5, any unit member is entitled to teacher parental leave regardless of number of hours of service during the previous 12-month period. During each school year, a unit member may use their ~~his or her~~ sick leave for purposes of parental leave for a period of up to 12 workweeks. When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from ~~their~~ the unit member's duties on account of parental leave pursuant to Government Code Section 12945.2 (CFRA, Sections 12.15.4~~3~~.1 and 12.15.4~~3~~.2 above) for a period of up to 12 workweeks, the amount deducted from the salary due the unit member for any of the remaining portion of the 12 workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the unit member's position during the unit member's absence or, if no substitute was employed, the amount that would have been paid to the substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute teacher.

12.18.4 **Calculation of Teacher Parental Leave**

For the purposes of this section, (1) the 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave;; (2) A unit member shall not be provided more than one 12-week period per parental leave during any 12-month period;; and (3) parental leave taken pursuant to Section 12.17 shall run concurrently with parental leave taken pursuant to ~~CRFA Government Code Section 12945.2~~ and the aggregate amount of parental leave taken pursuant to this Section 12.17 and ~~CRFA Government Code Section 12945.2~~ shall not exceed 12 workweeks in a 12-month period.

12.18.5 Governing Board Approval Not Required

This section of the collective bargaining agreement, which is based on Education Code Section 44977.5, shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

12.19 Child Rearing Leave

In addition to the parental leave provisions of Section 12.17, upon request the District may grant an employee who is a natural or adopting parent an unpaid leave of absence for the purpose of child rearing. The employee shall request at least four (4) weeks prior to the anticipated date on which the leave is to commence.

12.20 Shared Teaching Assignment And Job Share Leave

12.20.1 Introduction

Subject to the Governing Board's approval, two full-time permanent teachers may elect to share the duties and responsibilities of one full-time position. The percentage of full-time position actually employed will constitute the share of the job, and the remaining percentage will be placed on Job Share Leave for the period of one year, subject to annual review and renewal by the Governing Board. Nothing in this provision will in any way limit a teacher from seeking a part-time leave (reduced employment) by requiring participation in a job share.

12.20.2 Shared Teaching Assignment Defined

A shared teaching assignment is defined as one full-time instructional assignment shared by two unit members. Both unit members in a shared teaching assignment share equally instruction and other ancillary duties and responsibilities performed by teachers, as further described in this Article.

12.20.3 Eligibility For Shared Teaching Assignments

12.20.3.1 A unit member must have three years of consecutive service in the District with satisfactory evaluations and be on the 189 day salary schedule by the beginning of the job share year.

12.20.3.2 A unit member must apply to the Superintendent by February 1 in the year preceding the actual job sharing.

12.20.3.3 The application must be submitted on the District form setting forth the plan for sharing of the job duties and responsibilities, including:

- the expected duration of the job share;
- the details of the prorated compensation;
- a summary of the prorated duties listed in this section; and
- a plan to ensure consistent classroom management that includes: (1) behavior and discipline standards; (2) methods by which classroom assignments will be given, collected, and evaluated; (3) methods by which students' progress will be monitored and recorded; and (4) methods by which unit members communicate daily information about students and about school related matters.

12.20.3.4 The application will constitute the job share plan if accepted by the site administrator of the job share's location, and if approved by the Superintendent and the Governing Board.

12.20.4 Shared Duties And Responsibilities

12.20.4.1 Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, attendance at regular staff meetings, grade level or department meetings, SST, IEP or Section 504 meetings, District meetings, etc. If a unit member attends one of these meetings on an off-duty day, they will receive the pay at the established hourly rate specified in 13.1.8 for the time of attendance.

12.20.4.2 Both unit members will attend all Staff Development Days, Back-To-School, and Open House Nights as part of their regular job responsibilities as stated in Article 8, Section 2.

12.20.4.3 For parent- teacher conferences scheduled on the minimum days, the individual who is attending the meetings outside their usual "working day" will be compensated at their hourly rate specified in 13.1.8.

12.20.5 Salary And Benefits

Because a shared position entails necessary dual attendance requirements to equal the regular attendance of one full-time unit member, the FTE for a job share will be proportional for all 180 instructional days with the addition of all teacher work days and all professional development days. For example, 99 days (90 instructional days plus 9 days for teacher work days and professional development days) will constitute the base pay for a 50/50 split, or .5238 FTE. A 60/40 split would result in the 60% unit member working 117 days (108 instructional days plus 9 teacher work days and professional development days), or .5714

FTE, and the 40% unit member working 81 days (72 instructional days plus 9 teacher work days and professional development days), or .4286 FTE. In addition, each participant shall qualify for one-year advancement on the salary schedule for each year served in a shared position.

12.20.6 STRS Contribution

Unit members on shared assignments will contribute to the State Teachers Retirement System and will receive prorated credit for years of service toward retirement. The District will continue its contributions according to STRS requirements for part-time participants.

12.20.7 Duration And Return To Full-Time Assignment

Shared teaching assignments are approved for only one year, but may be extended for an additional year with the approval of the Governing Board.

A job share participant must inform the District on the annual intent-to-return form of any intent to extend the job share for another year or to return from leave to a full-time status on a 189 day calendar. A job share participant returning to full-time status will be placed in a position for which the individual is credentialed and qualified, and will have the same rights as other unit members to posted positions under Article 11, Transfers.

12.20.8 Order Of Employment And Tenure Status

Shared teaching assignment status shall not constitute a break in service for purposes of tenure status and the certificated order of employment (Education Code "seniority").