

COLLECTIVE BARGAINING AGREEMENT
MCCS
AND
MAAC COMMUNITY CHARTER SCHOOL
EDUCATION ASSOCIATION

July 1, 2021 – June 30, 2024



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Article 1 – ASSOCIATION RECOGNITION

MCCS recognizes MCCSEA/SEA as the exclusive representative of the bargaining unit. The bargaining unit shall be defined as follows:

- 1.1 **SHALL INCLUDE:** All certificated employees and classroom teachers within the meaning of Education Code section 47605(l) employed by and located at MAAC Community Charter School.
- 1.2 **SHALL EXCLUDE:** All other employees of Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. dba MAAC and dba MAAC Community Charter School, including but not limited to management, supervisory and confidential employees as defined under Government Code section 3540.1.

Article 2 – MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that MCCS retains all of its powers and authority to direct, manage and control its campus(es) to the full extent of the charter school law and the regulations of a 501(c)(3) California corporation. While input from the staff will be considered, and decisions will be derived in a collaborative model, final decisions will rest with MCCS.
- 2.2 MCCS's rights include, but are not limited to, the following rights to:
 - Determine the school intention and overall program design as described in the charter;
 - Establish educational policies with respect to admitting students;
 - Determine staffing patterns and design;
 - Determine the number of personnel and types of personnel required;
 - Determine the qualifications for employment with MCCS;
 - Hire bargaining unit employees, assign and direct their work, discharge or otherwise discipline employees, promote, demote, transfer, layoff and recall bargaining unit employees;
 - Determine MCCS's mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them, subject to input from employees, with all final decisions resting with MCCS;
 - Ensure the rights and educational opportunities of all students;
 - Maintain MCCS operations and operate its campus(es) including moving or modifying facilities;
 - Establish budget procedures and determine budgetary allocations;
 - Determine the methods of raising revenue; and
 - Contract out work and take action on any matter in the event of an emergency as defined below.

The exercise of the foregoing powers, rights, authority, duties, responsibilities by MCCS, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

- 2.3 MCCS retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. For purposes of this Agreement, an emergency shall be defined as a situation where there is a serious danger to the health and/or safety of students or employees or its facilities, or when failure to act may likely result in the partial or full cessation of MCCS's ability to operate.

- 2.4 Nothing in this Article shall be interpreted to impact the parties' obligations to engage in effects bargaining relating to decisions made by MAAC in accordance with applicable law.
- 2.5 Definition of MCCA – "MCCA" is MAAC Community Charter School, its Board of Directors, Administration, and other designated representatives.

Article 3 – NON-DISCRIMINATION

MCCA and the Association agree to adhere to all applicable local, state, and federal laws concerning non-discrimination.

Article 4 – DECISION MAKING

- 4.1 MCCA leadership and staff shall make decisions about MCCA's educational program through democratic processes.
- 4.2 The Steering Committee is the primary leadership and decision-making body for this purpose only, and is comprised of:
- MCCA Director
 - Dean of Students
 - Academic Counselor
 - Department Lead Staff
 - Other staff as designated by the MCCA Director
- 4.3 It is the Steering Committee that annually leads the revision of MCCA's mission and vision, school-wide learning outcomes and professional development plan for the entire faculty and staff.
- 4.4 Through the Steering Committee, Study/Action Groups are formed. The work of the Study/Action Groups is to lead research based, professional development and school-wide action in the areas of: Critical Pedagogy, Restorative Justice, Assessment, Technology and Attendance. Each staff person is an active member of their self-selected Study/Action Group. These groups can expand each year and are based on current site needs.
- 4.5 Ultimately, it is the Steering Committee that discusses and approves any activity or change to the educational program which will then be brought to the entire staff for further discussion and consensus on the changes and or initiatives. The decisions about when and how to implement these are decided by group consensus, with all staff having to understand and agree to the decision before it is implemented.
- 4.6 All other MCCA decisions are governed by Article II, Management Rights.

Article 5 – WORK YEAR AND DUTY HOURS

- 5.1 Work Year
- 5.1.1 MCCA operates on a modified year-round calendar. Summer School and Saturday School

workdays are not included in the work year calendar and are considered to be extra duty assignment(s).

5.1.2 The regular work year for bargaining unit members shall be 190 days to include one hundred eighty three (183) days of instruction, and seven (7) pupil-free days to be used for staff development. Newly hired unit member will also work an additional three (3) pupil free days to be used for staff development purposes.

5.1.3 The parties understand that there may be changes made to the minimum amount of instructional days, or instructional minutes, should there be changes in regulations for Charter School instruction.

5.2 Duty Hours

5.2.1 The typical professional duty day for all bargaining unit members shall include the student day, staff and other meetings and time needed for preparation.

5.2.2 The work hours for teachers shall, except as provided in this Article, be an eight (8) hour duty day.

5.2.3 For full-time unit members, there will be a duty-free lunch period that is equivalent to that of the students but not less than thirty (30) minutes.

5.3 Standard Teaching Assignments

5.3.1 The standard teaching assignment shall consist of four (4) instructional periods (includes advisory class) and one (1) preparation period.

5.3.2 The preparation period shall be the same length as the non-advisory instructional period.

5.3.3 Tutoring, study action groups, department meetings, student support team meetings and collaboration meetings will be scheduled and teacher attendance for these and/or other similar activities is required during non-instructional time periods. For purposes of this provision, the preparatory time period shall be considered instructional time.

5.3.4 Bargaining unit members shall use their professional judgement as to how their preparation time will be used. However, the purpose of preparation time is that it shall be utilized and solely focused on school activities. Preparatory time shall be conducted on-site, unless off-site preparation is approved in advance by the Director or their designee.

5.4 Extended Duty Day

The duty day may be extended for the following reasons:

5.4.1 Back to School Night

5.4.2 Annual MCCS Family Potluck (typically held in November)

- 5.4.3 Parent meetings/evening meetings as assigned (up to three (3) per year per unit member), and
- 5.4.4 One of the following activities (to be selected by the teacher by the last day of Session 1 of each year)
 - 5.4.4.1 Prom
 - 5.4.4.2 Graduation
 - 5.4.4.2 School approved events. Examples of School approved events include:
 - 5.4.4.2.1 Youth/Leadership Development (conferences; panel/forum/townhall, student conferences)
 - 5.4.4.2.2 Family Activity Nights (loteria, movie night, talent show)
 - 5.4.4.2.3 Art & Culture (BattleGroundz; Kingz of Style; art projects; cultural fair/conference)
 - 5.4.4.2.4 Educational and Networking events (galas, community celebrations: MLK/Cesar Chavez breakfast)
- 5.4.5 Scheduling/Notice of Events
 - 5.4.5.1 For even selection listed in Article 5.4.4, unit members shall submit ranked choices (in descending order of ranking, e.g. 1 is the highest ranked choice); two of which will be prom and graduation. M CCS shall grant preferences to unit members' event selections in seniority order, based on years of service at M CCS.
 - 5.4.5.2 By September 1, the approximate time of day (e.g. morning, afternoon, or evening), and general location of each event shall be provided to unit members.
 - 5.4.5.3 By the last day of Session 1, unit members shall submit their selection form to the Director.
 - 5.4.5.4 By the first day of Session 2, M CCS shall inform each unit member which activity to which they were assigned, based on the seniority system. M CCS retains the sole authority to determine the number of staff needed at each event.
- 5.4.6 Nothing precludes a unit member from volunteering to participate in other events for which they were not selected and/or did not initially volunteer.

5.5 Extra Duty Assignments

- 5.5.1 Saturday School
 - 5.5.1.1 Unit members may be assigned to work Saturday School in accordance with the process set out below. Saturday School assignments shall be considered as

additional work days to the work year calendar outlined in Section A.

5.5.1.2 Assignments to Saturday School (24 assignments per year – 6 per quarter) shall be made as follows:

5.5.1.2.1 Volunteers shall be requested once per quarter for the 6 Saturday assignments per quarter.

5.5.1.2.2 Volunteers shall be sought three (3) weeks in advance of the quarter and assignments made two (2) weeks in advance of the quarter. Assignments shall be made based on seniority with the most senior teacher being assigned first.

5.5.1.2.3 Once volunteers have been assigned to Saturday School, in the event there are not enough volunteers to enable Saturday School, assignments to remaining Saturday School needs shall be made based on seniority with the least senior teacher being assigned first until all assignments are made.

5.5.1.2.4 Teachers are required to work Saturday School if assigned.

5.5.1.2.5 Saturday School work days shall be paid at \$42/hour or the bargaining unit employee's regular hourly rate of pay, whichever is greater.

5.6 Summer School

5.6.1 Summer School assignments are typically four (4) weeks, nineteen (19) days in duration.

5.6.2 Summer School assignments shall be offered on a voluntary basis to core subject teachers.

5.6.3 Volunteers shall be sought first. Assignments shall be made first based on student academic needs then followed by seniority with the most senior core subject teacher being assigned first.

5.6.4 Once volunteers have been assigned to Summer School, in the event there are not enough volunteers to enable Summer School, assignments to remaining Summer School needs shall be made first based on student academic needs, then followed by seniority, based on seniority with the least senior core subject teacher being assigned first until all assignments are made.

5.6.5 Teachers are required to work Summer School if assigned.

5.6.6 Summer School work days shall be paid at the teacher's regular daily rate of pay.

5.7 Definitions

5.7.1 "Pupil-Free Day" means any day of service required of unit members for the purposes of

staff development, preparation, planning, or other professional activity.

- 5.7.2 "Instructional Day(s)" means any day(s) pupils are present for instruction and/or student testing.

ARTICLE 6 – CLASS SIZE

- 6.1 The average class size at MCCC shall not exceed a thirty to one (30:1) student to teacher ratio. The thirty to one (30:1) represents a school-wide average, recognizing that some classes may have a smaller ratio. Average class sizes shall be calculated seven (7) days following the beginning of any session and during that seven day window, no class size shall exceed a student to teacher ratio of thirty-eight to 1 (38:1).
- 6.2 Once enrollment is finalized, if any individual class exceeds thirty (30) students, there will be a conference between the affected teacher and the Director, or their designee. Through this dialogue, options will be discussed to offer amelioratory measures, e.g. lower class sizes in other sections, instructional aide support, limited adjunct supervisory duties, additional curricular support materials, and other ideas which may come into the discussion.
- 6.3 Other than during the seven day window at the beginning of each session, if an instructional assistant is assigned or present, the class size can be a thirty-five (35:1) student to teacher ratio.
- 6.4 Class size calculations shall not include tutoring sessions, or team teaching.

Article 7 – COMPENSATION

- 7.1 Implementation of a Salary Schedule
The salary schedule includes a series of annual increments (steps) from the minimum salary to a maximum salary. Following initial placement, a unit member shall be granted one (1) increment for each year of full service until the maximum salary of their salary classification is reached. For purposes of salary advancement, A full year shall be defined as service for seventy-five percent (75%) or more of the number of duty days pursuant to this Agreement.
- 7.2 Initial Salary Schedule Placement
- 7.2.1 2021-2022 School Year: MCCC agrees to provide an ongoing increase to the salary schedule of 4.0%, retroactive to July 1, 2021. MCCC will notify MCCSEA when the retroactive payment will be made. To receive the retroactive payment, a bargaining unit employee must have been employed during the 2021-2022 school year and must be employed as of April 29, 2022.
- 7.2.2 2022-2023 School Year: MCCC agrees to provide an ongoing increase to the salary schedule of 3.0%, effective July 1, 2022.
- 7.2.3 2023-2024 School Year: MCCC agrees to provide an ongoing increase to the salary schedule of 3.0%, effective July 1, 2023.

7.3 Previous Teaching Experience

7.3.1 Previous teaching experience shall be recognized for initial salary placement of bargaining unit members hired after the full ratification of the parties' Agreement, subject to the provisions below. Initial salary placement shall be applied in accordance with the following:

7.3.1.1 One (1) step credit for each year of verifiable teaching experience; however, the maximum credit shall be 9 years.

7.3.1.2 Column placement shall be in accordance with proof of units and/or degrees and submitted with application materials.

7.3.1.3 No placement shall be made in excess of the salary schedule.

7.3.1.4 The parties agree that MCCS may submit a request to the Association in order to make an exception to Article 7.3.1.1 and allow greater step placement to be provided to a bargaining unit employee hired after the full ratification of this Agreement. Any such agreement must be in writing to be effective.

7.3.2 Unit members will receive credit for out-of-MCCS experience in public schools, accredited private schools, or in private or public institutions and/or schools. Experience in private or public institutions and/or schools will be considered acceptable providing the individual possessed a Bachelor's Degree from an accredited institution and possessed a valid teaching credential for the grade and/or subject to be taught. The experience must have been of an instructional nature and the curriculum taught comparable to that of the public schools of California.

7.3.3 Upon initial employment with MCCS, a unit member has 45 days in which to supply MCCS with official transcripts, credential(s), and evidence of prior teaching experience. Prior teaching experience will be granted for step placement as set forth above and subject to MCCS's receipt of written verification by the previous employer(s) of the unit member's prior teaching experience.

7.4 Salary Advancement

7.4.1 Step Advancement: Commencing with the 2019-20 school year, each year on July 1st, unit members who have completed a full year of service in the preceding school year, are eligible to move to the next step on the salary schedule.

7.4.2 Column Advancement: Course credit for salary placement and column movement shall be given only for post-graduate, upper division or graduate course work taken at accredited four-year colleges, universities or graduate schools.

7.4.2.1 Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds ($\frac{2}{3}$).

- 7.4.2.2 Bargaining unit employees requesting reclassification from one class to another must file such requests with the Human Resources Department no later than April 15th of each year. Supporting records or transcripts verifying post-graduate units of study that are to apply to such a reclassification must be filed with the Human Resources Department no later than September 30th of the ensuing school year, for courses completed by September 30th of the school year. If, by September 30th, the bargaining unit employee is unable to submit supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted. Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to MCCS as soon as it is available, but no later than December 1st.
- 7.4.2.3 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the bargaining unit employee, both for initial placement and for subsequent reclassification.
- 7.4.2.4 Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification.
- 7.4.2.5 If a bargaining unit employee believes that participation in a lower division course will be of direct benefit to MCCS and that a similar benefit is not available at an upper division or graduate course level, such unit member may submit a written petition to MCCS for a waiver. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the bargaining unit employee must submit a formal application to MCCS and receive approval in the form of the aforementioned waiver.
- 7.4.2.6 Reclassification will be processed thirty days following MCCS's Human Resources receipt of official transcripts documenting the conferring of the degree the unit member is requesting reclassification for.

Article 8 – HEALTH AND WELFARE BENEFITS

- 8.1 Employee benefits are intended to assist in covering health insurance costs. Health Plans offered by the Employer shall meet the requirements of, and be administered in compliance, with the Affordable Care Act (ACA) except to the extent that the ACA is modified or repealed in which case, if such modification or repeal impacts the provision of benefits under this Article, the parties agree to reopen only this Article to address the impact of such modification or repeal.
- 8.2 Eligible dependents and registered domestic partners are included in the dental, vision and medical plans. Eligible dependents are defined as a spouse, registered domestic partner, and children (including

step-children, adopted children and children as a result of a court appointed guardianship).

- 8.3 A bargaining unit member must be assigned to a seventy-five percent (75%) or more of a full- time assignment in order to be eligible for health benefits listed in this Section.
- 8.4 Unit members shall be entitled to insurance benefits, in accordance with MCCA's applicable insurance contract(s) and policies, and applicable state law.
- 8.4.1 The maximum health insurance contribution by MCCA for health insurance coverage – which consists of medical, vision, and dental shall be capped at \$1,177.50 per month (\$14,130.00 annual).
- 8.4.2 Effective, January 1, 2023, the maximum health insurance contribution by MCCA for health insurance coverage – which consists of medical, vision, and dental shall be capped at \$1,260.83 per month (\$15,130.00 annually).
- 8.4.3 Effective, January 1, 2024, the maximum health insurance contribution by MCCA for health insurance coverage – which consists of medical, vision, and dental shall be capped at \$1,285.83 per month (\$15,430.00 annually).
- 8.5 If a bargaining unit member selects a plan where the monthly premium for coverage is less than the maximum contribution required by MCCA, MCCA shall not be responsible for paying to applicable carrier/provider or the unit member the difference between the monthly premium of the plan selected and MCCA's maximum monthly contribution. To the extent that MCCA's maximum monthly contribution does not cover the full cost of the selected health benefits plans, the unit member will be responsible for paying, either through payroll deduction or through other means accepted by MCCA and the carrier/provider, the difference between MCCA's maximum monthly contribution amount and the actual cost of the health benefits.
- 8.6 A unit member who can demonstrate that they are covered by a group medical plan either as the dependent of another MCCA employee, or through some other out of MCCA source, may choose to opt out of the MCCA provided medical plan by providing proof of such coverage and completing any necessary opt-out paperwork. Unit members who opt out are not eligible to receive any contributions or money from MCCA. If a unit member opts out, unless otherwise provided by applicable law, the unit member will be ineligible to enroll in benefits until the next open enrollment period. The parties expressly agree and understand that the purchasing of medical benefits via the exchange shall not qualify a bargaining unit member to opt out of coverage.
- 8.7 In each year of the contract, if there is an increase in health and welfare benefit premiums, and such increase exceeds the established Employer contribution, the Employer shall, through its payroll provider, automatically implement payroll deductions for the excess costs.
- 8.8 Upon notification by the unit member to MCCA that the declared insurance has been discontinued, the unit member will, provided notification of insurance loss is within thirty (30) days, be offered the opportunity to enroll in any of the employer provided benefit plans.

- 8.9 MCCS, in conjunction with its payroll provider, shall be obligated to facilitate administrative withholding and reporting procedures to effect voluntary deductions set forth in the provisions of the Plan, and make required contributions as described above.
- 8.10 State Disability Insurance and Paid Family Leave
- 8.10.1 Bargaining unit employees participate in the California State Disability Insurance (SDI) and Paid Family Leave (PFL) benefits, which are both funded through deductions from bargaining unit employee's wages.
- 8.10.2 Bargaining unit employees may be eligible to receive SDI benefits if they are unable to work and are losing wages because of their own non-work related illness, injury or pregnancy.
- 8.10.3 Employees may be eligible for up to eight weeks of PFL insurance benefits when they take time off for one of the following purposes:
- 8.10.3.1 To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee;
- 8.10.3.2 To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care; or
- 8.10.3.3 To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces.
- 8.10.4 The PFL benefits are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must submit a request for a leave of absence using MCCS's request system and otherwise comply with applicable eligibility, notice, and certification requirements when required by state or federal law.
- 8.10.5 When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits.

ARTICLE 9 – LEAVES

9.1.1 Sick Leave

- 9.1.1 At the beginning of each school year, full-time unit members shall be granted ten (10) days full paid sick leave. Part-time unit members will receive a prorated amount of sick leave based upon the unit member's full-time equivalent (FTE) status. If a unit member is hired mid-year, the unit member will receive a prorated amount of sick leave based upon their FTE status and the amount of workdays left in the school year.

- 9.1.2 Unit members may use sick leave for themselves and their family members. For purposes of this section, a family member is defined as the unit member's current spouse or domestic partner; child, stepchild or individual for which the unit member stands in loco parentis, legal guardian or ward; parent, parent-in-law, person who stood in loco parentis status when the unit member was a minor child; sibling; grandparent; or grandchild.
- 9.1.3 The above leave shall be cumulative year-to-year.
- 9.1.4 If a unit member separates from employment with MCCS, the unit member will not be paid out unused sick leave. If the unit member separates from employment with MAAC and becomes employed by a public school employer in California, within a year of separation from employment, and submits the proper paperwork, MCCS will provide information to the new public school employer regarding the former unit member's sick leave balance for the purposes of allowing the former unit member's sick leave balance to be transferred to the new public school employer. The parties understand and agree that while MCCS will provide the above information, it cannot guarantee the acceptance of such days by the new public school employer.
- 9.1.5 When a bargaining unit member is absent due to illness for more than three (3) consecutive days or MCCS suspects that the bargaining unit member has misused or abused their sick leave, MCCS may require the unit member to submit a note from a health care provider stating the absence was necessitated by reasons covered by this Section and, if requested by MCCS, authorizing the employee to return to work with or without restrictions.
- 9.1.6 If the need to use sick leave for an absence from work is foreseeable – whether for a full day or part of a day – a bargaining unit member must provide as much advance notice as possible by following the procedures established by MCCS to notify MCCS of the intent to be absent and the anticipated duration of the absence. If the need to use sick leave for an absence from work – whether for a full day or part of a day – is not foreseeable, a bargaining unit member must provide notice, by following the procedures established by MCCS to notify MCCS, as soon as practicable and except in extenuating circumstances, such notice must be provided at least two (2) hours prior to the start of the workday.

9.2 Personal Necessity Leave

Unit members may utilize up to five (5) sick leave days per school year for personal necessity, and such personal necessity days shall be deducted from sick leave. When using personal necessity, the unit member must follow the procedures in Section 1(e) above for notifying MCCS of the intended absence.

9.3 Bereavement Leave

- 9.3.1 A unit member shall be granted bereavement leave of absence without loss of pay, not to exceed five (5) workdays per loss of a member of the unit member's immediate family.
- 9.3.2 Immediate family of the unit member shall be defined for purposes of bereavement leave, as the unit member's mother, mother-in-law, father, father-in-law, spouse, registered

domestic partner, son, daughter, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, and aunt.

9.4 Pregnancy Disability Leave

Unit members who are absent or need accommodations due to a pregnancy related disability or medical condition are covered by the Pregnancy Disability Leave appendix of this Agreement set out in Appendix A.

9.5 Childbirth Leave

A bargaining unit member who becomes a parent (male or female) shall be eligible for up to three (3) days of childbirth leave with pay. This leave shall not be deducted from accumulated sick leave, and shall run concurrently with leaves under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave and Maternity Leave.

9.6 State and Federal Medical Leave Act

MCCS provides employees with leaves of absences for reasons set forth in the FMLA and/or CFRA. Information regarding those leaves is set out in Appendix B. To the extent that the Agreement provides greater leave benefits than set out in the FMLA/CFRA, MCCS will provide such benefits consistent with the terms of this Agreement. In all such cases, FMLA/CFRA leave time will run concurrently with any other leave time provided by MCCS.

9.7 Judicial Leave

Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies.

9.8 Jury Duty

A bargaining unit member shall be granted a leave of absence with pay when they are required to report for jury duty or jury services, and the employee shall reimburse MCCS in the amount of the per diem compensation received for the performance of such duty.

9.9 Time Off for Voting

In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote. Such voting time off shall be taken at the beginning or the end of the regular working shift. A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.

9.10 Other Unpaid Leave of Absences

Upon approval of MCCS, other unpaid leaves of absence may be granted for up to one (1) school year. Such leave may be extended at the discretion of MCCS.

ARTICLE 10 – SAFETY

10.1 MCCS shall comply with all health and safety laws and regulations to which it is subject.

10.1.1 MCCS shall make every reasonable effort to provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to

relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

- 10.1.2 MCCC shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary action to have the condition(s) remedied. MAAC shall, in its discretion, institute such emergency safety precautions as deemed necessary.
- 10.1.3 Unit members shall immediately be required to report, to their immediate supervisor, any unsafe, hazardous, unhealthy or potentially dangerous working condition. A response will be provided to the employee within a reasonable time frame, which reflects the urgency of the concern, but in no event later than two weeks from the date of the report.
- 10.1.4 Unit members shall immediately report cases of physical assault or threats of violence suffered in connection with their employment to their immediate supervisor. MCCC shall release the employee from duty without loss of pay or benefits when they are required to make a statement to the police or appear in court in connection with the incident. There shall be no reprisals to the unit member for making reports to law enforcement.
- 10.1.5 Unit members who deem their safety, or the safety of other students, to be endangered by a student's actions should immediately refer such student to the Director or their designee. Prior to returning the student to that unit member's class, the Director or their designee shall communicate with the teacher what action has been taken regarding the student and/or the rationale for returning the student to class.
- 10.1.6 A unit member shall immediately respond whenever they witnesses an act threatening physical harm to a student. When necessary, and if safe to do so, a unit member shall use reasonable physical control as is necessary, to protect students and/or oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.
- 10.1.7 In responding to disruptive persons on campus, unit members may request MCCC to take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of MCCC, but may include ouster (removal) measures or possibly injunctive (restraining order) relief.
- 10.1.8 Unit members will be notified of any known instances of the following for students assigned to their individual caseloads/teacher rosters; pending or current suspension or expulsions, or any criminal convictions involving threat of violence or violence as required by law.

ARTICLE 11 - EMPLOYMENT STATUS

11.1 Probationary Employees

- 11.1.1 Probationary unit members shall be those employees who have served for less than two full

years of service. Such probationary employees may, at the Employer's discretion, be disciplined, suspended or dismissed at any time during their first two years of service. Probationary employees may not appeal discipline, non-reelection/release or dismissal through the grievance procedure under Article XIII of this Agreement.

11.1.2 It is MCCS's intent to provide notice to probationary unit members of the decision to release the unit member at the conclusion of the school year by the second Friday in April; however, MCCS reserves the right to release a probationary unit member – either immediately or at the conclusion of the school year – after the second Friday in April.

11.1.3 Unit members who have completed their probationary period are referred to as regular unit members and are subject to discipline as set forth in Article XII (Discipline and Discharge) for any warnings, suspensions, or terminations that are issued by MCCS.

11.2 Intent To Return

By the second Friday in March, MCCS will provide notice to unit members of its intent to employ them for the subsequent school year. The notice shall be delivered via e-mail and hard copy. Any unit member who is out on leave shall receive the notice via e-mail and also via certified mail. Unit members must submit a signed non-binding notice of intent to return to the Human Resources Department either confirming their intent to return for the subsequent school year or that they will not be returning for the subsequent school year by the second Friday in April. The notice delivered via email shall be designed to allow electronic signature. When the second Friday of April falls on a teacher non-workday, the notice will be due on the next workday. If a unit member fails to timely submit the notice of intent to return, they will be deemed to have resigned their employment with MCCS for the subsequent school year. Nothing in this section impacts the ability of MCCS to release a probationary employee after the second Friday in March.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

12.1 Progressive Discipline

12.1.1 Regular unit members may be disciplined, suspended, or terminated for just cause under this Article. The Employer utilizes a discipline process which typically includes the following progression: verbal warning; written warning; suspension without pay of up to 15 days; and termination. Disciplinary action beyond a verbal warning may be appealed by a unit member through the grievance procedure set forth in Article 13 of this Agreement.

12.1.2 A suspension or dismissal shall be memorialized in a written Notice of Discipline/Dismissal and provided to the regular unit member in person or by certified mail. If the regular unit member wishes to appeal the discipline/dismissal, the unit member may initiate the appeal by written grievance under Article 13 submitted to the Director's office within 20 duty days from the time the disciplinary notice is delivered to the unit member.

12.1.3 Nothing in this Article shall prohibit the use of a more serious disciplinary action in the first instance (violation) when an offense so warrants the imposed discipline, including suspension or immediate termination. Specifically, a unit member may be immediately

suspended without pay or dismissed from employment in instances where the offense is egregious or involves immoral conduct.

12.2 Cause for Discipline and Dismissal

Cause for discipline and/or termination, include the following violations:

- 12.2.1 Unsatisfactory teaching performance based upon a written evaluation;
- 12.2.2 Falsifying of employment records, employment information, or other MCCS records;
- 12.2.3 Theft or deliberate or careless damage or destruction of any school property, or the property of any unit member or student;
- 12.2.4 Unauthorized use of school equipment, materials, or facilities;
- 12.2.5 Possession of any firearm(s) or any other dangerous weapon(s) on school premises at any time;
- 12.2.6 Possession of any intoxicant on school grounds or at school events, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- 12.2.6 Possession of marijuana on school grounds or at school events, regardless of whether the unit member has a prescription;
- 12.2.7 Being under the influence of any intoxicant while on school grounds or at a school function, including alcohol, marijuana, or any other controlled substance that impairs the unit member's ability to perform their job;
- 12.2.8 Possession of any pornography or sexually explicit material on school grounds or at school events;
- 12.2.9 Absence without leave;
- 12.2.10 Violating any safety, health, security or school policy, rule, or procedure or engaging in any conduct which risks injury to unit member or others;
- 12.2.11 Committing or involvement in any act of unlawful harassment of another individual;
- 12.2.12 Abusive or unprofessional conduct toward a student, parent or other MCCS employee;
- 12.2.13 Insubordination;
- 12.2.14 Committing any act that threatens the safety of a student;

- 12.2.15 Sexual conduct towards a student;
- 12.2.16 Using profanity toward or in the presence of a student;
- 12.2.17 Excessive tardiness or unexcused absences;
- 12.2.18 Failure to maintain appropriate credential(s) required for the position;
- 12.2.19 Immoral conduct, including but not limited to egregious conduct;
- 12.2.20 Being charged with an optional or mandatory leave of absence offense as defined by California Education Code section 44940;
- 12.2.21 Conviction of a felony or of any crime involving moral turpitude;
- 12.2.22 Evident unfitness for service; and
- 12.2.23 Dishonesty.

12.3 Substitutes

Substitutes are non-unit members that are hired on an at-will basis and shall not have any "cause" or "progressive" discipline rights under this Article.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Definitions

- 13.1.1 A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 13.1.2 The "grievant" is the unit member, unit members, or the Association making the claim.
- 13.1.3 A "day" is any duty day in which the grievant is required by contract to render service.

13.2 Purpose

- 13.2.1 The purpose of this grievance procedure is to secure, at the administration level closest to the grievance, solutions to problems which may arise from time to time. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of problems outside the structure of the grievance procedure.
- 13.2.2 Failure by a grievant to comply with the timelines of any Level of the grievance procedure under this Article shall render the grievance withdrawn and shall be construed as a waiver of the party's rights under this Article. Failure of MCCS to respond within the timelines shall automatically move the grievance to the next level in the grievance process.

13.3 Informal Resolution

The grievant must first notify their supervisor of the event or condition giving rise the grievance with

the objective of informally resolving the matter. The grievant must identify the concern as a grievance to their supervisor, who shall meet with grievant in any attempt to informally resolve the matter.

13.4 Formal Resolution

13.4.1 *Level I - Director/Immediate Supervisor*

If the grievance is not resolved informally, and the grievant wishes to formally grieve the matter, they shall present the grievance in writing on the appropriate form to the Director/immediate supervisor and to the Association representative.

13.4.1.2 A written grievance should be filed within twenty (20) duty days after the event, act or condition giving rise to the grievance.

13.4.1.3 The written grievance shall contain the following information:

13.4.1.4 A concise description of the grievance including necessary names, dates, and places related to the allegation(s).

13.4.1.5 A listing of provision(s) of these articles which are alleged to have been violated, misapplied, or misinterpreted.

13.4.1.6 A listing of the specific remedy sought.

13.4.1.4 The Director/immediate supervisor shall meet with the grievant and an Association representative, if requested by the grievant or the Association. The immediate supervisor shall within ten (10) duty days after meeting with the grievant render a written response to the grievant and the Association.

13.4.2 *Level II – President/ CEO or Their Designee*

13.4.2.1 If the grievance is not settled during the Informal Resolution or Level I stages and the grievant wishes to continue to grieve the matter, they shall present the grievance in writing on the appropriate form to the President /CEO or their designee, to the Association site representative, and to the President of the Association within five (5) duty days from the issuance of the decision at Level I.

13.4.2.2 Within ten (10) duty days following receipt of the written grievance, the President/CEO or their designee shall meet with the grievant. The President/ CEO or their designee, within fifteen (15) duty days after meeting with the grievant, shall render a written response to the grievant and the Association.

13.4.3 *Level III - Mediation*

Within ten (10) duty days of MCCS's written response under Level II, either party may request mediation of the grievance before a mediator with the California State Mediation and Conciliation Service or any other agreeable mediator chosen by the parties. A grievance may also be mediated at any time after the Level I response by mutual agreement of the parties.

13.4.4 *Level IV- Arbitration*

- 13.4.4.1 If the grievant is not satisfied with the disposition of their grievance at Level II, or after mediation in Level III is completed if the grievance is mediated, or if no written response has been rendered as required in Level II by the President/CEO or their designee, the Association may thereafter initiate arbitration proceedings within ten (10) duty days by providing written notice to MCCA of its intent to arbitrate the grievance.
- 13.4.4.2 If arbitration is initiated by the Association, submission of the grievance shall be made by requesting a list of arbitrators from the California State Mediation and Conciliation Service (CSMCS).
- 13.4.4.3 Should the Association and MCCA be unable to agree on an arbitrator within fifteen (15) calendar day of the receipt of the list, selection of the arbitrator shall be made by each party striking in an alternate fashion an equal number of arbitrators from the list to arrive at a single arbitrator. The parties shall use a coin toss to determine the first strike.
- 13.4.4.4 By mutual agreement, the parties may request a second list of arbitrators from CSMCS.
- 13.4.4.5 If any questions arise as to the arbitrability of the grievance, such question will be ruled upon first by the arbitrator before any hearing is conducted on the merits of the grievance.
- 13.4.4.6 The arbitrator's decision will be in writing and will set forth to all parties their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the employer. The decision of the arbitrator shall be final and binding on the parties.
- 13.4.4.7 All costs for the arbitration, including but not limited to, costs for the list of arbitrators, transcription and transcripts, arbitrator per diem expenses, travel, and subsistence expenses will be borne equally by MCCA and the Association.

13.5 Rights of Unit Members to Representatives

A unit member may be represented at all stages of the grievance procedure by Association representation.

13.6 Miscellaneous

- 13.6.1 Forms for filing grievances shall be contained in the contract – see Appendix B-1 & B-2.

13.6.2 The Association reserves the right to withdraw a grievance which has been appealed to arbitration.

13.7 Confidentiality of Employee Grievance File

Employee grievance files are confidential and shall not be maintained in the employee's personnel file.

13.8 Release Time for Processing Grievances

In addition to the grievant, MCCS agrees to provide no more than two (2) representatives of the Association release time for the purpose of processing grievances; however, every effort will be made to process grievances at times other than during the instructional day.

13.9 No Reprisals

No reprisals of any kind will be taken by MCCS or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 14 – ASSOCIATION RIGHTS

14.1 MCCSEA RIGHTS

MCCSEA has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the MCCS.

14.2 Communication

14.2.1 MCCSEA shall have the right to use MCCS school mail and email service and unit member mailboxes for communications to unit members in a manner consistent with the law.

14.2.2 MCCS email is restricted to MCCS business only. Such communication may be used for MCCS – Union business such as setting and confirming meetings and managing release time consistent with MCCS's computer use policies.

14.2.3 MCCS computers and email are the property of MCCS and no confidentiality of information shall be expected by unit members.

14.2.4 Bulletin Boards

MCCSEA shall have the right to post notices of activities and matters of MCCSEA concern on the MCCSEA bulletin board which shall be provided in an area frequented by unit members.

14.3 Use of Buildings and Equipment

MCCSEA shall have the right to hold MCCSEA chapter meetings in school building at times before or after the school day subject to the availability of facilities; reasonable advance notice by the Union or Union Representative is required.

14.4 MCCSEA Union Release Time

MCCSEA shall have available four (4) total days of release time per year for MCCSEA business (total for

the bargaining unit) for the purpose of attending local, state or national workshops, subject to the following conditions:

- 14.4.1 The unit member(s) utilizing the leave must provide written notification to their supervisor in advance of the requested leave.
- 14.4.2 The unit member must arrange for a suitable substitute according to MCCS procedures.
- 14.4.3 Such leave will not be utilized on days when special events or special duties require the specific presence of that individual teacher.
- 14.4.4. MCCSEA shall reimburse MCCS for the cost of any substitute employees hired to replace persons utilizing this leave at the usual MCCS substitute teacher pay rate.
- 14.4.5 Such release time will be taken in increments of not less than one full day of eight (8) hours.

14.5 Organizational Security

- 14.5.1 The right of payroll deduction for payments of membership dues and general assessments shall be accorded exclusively to the Association for positions it represents. Membership dues and general assessments, upon formal written requests from the Association to MCCS will be increased or decreased in the following pay period after receipt of the notice by MCCS.
 - 14.5.1.1 The Association will notify MCCS of unit members who authorized membership dues and general assessments. The Association shall provide any updates to the membership – new members or individuals who revoked membership – to MCCS’s Director or designee (with a copy to the Director of Human Resources). In order to be implemented for the current month’s payroll, the information from the Association must be received by MCCS by the 10th of each month (or the first MCCS business day after the 10th, if the 10th falls on a weekend or holiday).
 - 14.5.1.2 If the Association fails to provide MCCS with the written certified list (conveyed on paper or electronically via email) by the 10th of the month (or the first MCCS business day after the 10th, if the 10th falls on a weekend or holiday), MCCS will utilize the prior month’s list of the purpose of taking dues from union members, but will not be required to take dues for any other unit member for that month.
 - 14.5.1.3 Pursuant to the list of names authorizing such deductions provided by the Association, MCCS, through its payroll provider (as allowed), will deduct one-tenth (1/10) from the regular salary check of the unit member for each month for ten (10) months. Deductions for unit members who the Association identifies as having authorized such deductions after the commencement of the school year will be appropriately prorated to complete payments by the end of the year. In addition, MCCS shall, through its payroll provider (as allowed), deduct other voluntary payments as authorized by unit members and MCCSEA.

14.5.1.4 The Association shall not be required to submit to MCCS a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, MCCS may request that the written authorization be provided to it and shall not be required to process for any such unit member over who a dispute has arisen until that dispute has been resolved.

14.5.2 With respect to all sums deducted by MCCS pursuant to Article 14.5.1, MCCS agrees to remit such moneys promptly to the Association accompanied by an alphabetical list – including their names and addresses – of unit members for whom such deductions have been made.

14.5.3 The Association agrees to furnish any information needed by MCCS to fulfill the provisions of this Article.

14.5.4 **Hold Harmless Provision**
MCCSEA agrees to indemnify and hold MCCS harmless against any and all liabilities (including reasonable and necessary costs and legal fees of litigation) arising from any and all claims, demands, suits, or other actions relating to MCCS's compliance or attempted compliance with this Article – including, but not limited to, dues deductions made in reliance on the information provided by the Association to MCCS –or MCCS's implementation of this Article, or the requests of MCCSEA pursuant to this Article, or the conduct of MCCSEA in administering this Article. MCCSEA's indemnification and hold harmless duty shall not apply to actions related to compliance with this Article brought by MCCSEA against MCCS.

14.6 New Employee Orientation

14.6.1 Access to New Unit Member Orientations

14.6.1.1 Definitions

14.6.1.1.1 **Definition of "Contact Information":** For purposes of this Article, "contact information" shall be defined to include: first name; middle initial; last name; job title; primary worksite name; work telephone number; home street address (incl. apartment #) if applicable and/or in the possession of MCCS; home telephone number, if applicable and/or in the possession of MCCS; personal cellular telephone number (10 digits), if applicable and/or in the possession of MCCS; personal email address of the employee, if applicable and/or in the possession of MCCS; and hire date.

14.6.1.1.2 **Definition of a "Newly Hired Employee":** For purposes of this Section, "newly hired employee," "new hire," or "new employee" means any employee, whether permanent, full-time, part-time, hired by MCCS, and who is still employed as of the date of the new employee orientation set forth in Article 14., below. The definition also includes all employees who are or have been previously employed by MCCS and

whose current position has placed them in a position represented by the Association. For those latter employees, for purposes of this Agreement only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in a position represented by the Association.

14.6.1.2 Employee Information

14.6.1.2.1 Provide the Association with New Hire Contact Information: On the tenth (10th) (or the first M CCS business day after the tenth (10th), if the tenth (10th) falls on a weekend or a holiday) of each month, M CCS shall provide to an Association representative, designed in writing by the Association, with the contact information, as defined in Article 14.6.1.3, of any new hires hired by the tenth (10th) (or the first M CCS business day after the tenth (10th), if the tenth (10th) falls on a weekend or a holiday) of the month. The contact information shall be provided electronically, in excel spreadsheet format or other mutually agreeable format.

14.6.1.2.2 Provide the Association With Periodic Update of Unit Member Contact Information: M CCS shall provide to a designated Association representative a spreadsheet with bargaining unit member’s contact information, as defined in Article 14.6.1.1.1, on the last working day of September, January and May. The information shall be provided to the Association electronically in excel spreadsheet format or other mutually agreeable format.

14.6.1.3 New Employee Orientation

14.6.1.3.1 Each time a person is newly employed in a position in the bargaining unit, M CCS shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

14.6.1.3.2 M CCS shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given school year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within thirty (30) calendar days from the date of hire.

14.6.1.3.3 Scheduling of Orientation: M CCS shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings via email to the Association no

later than seven (7) calendar days in advance of the annual orientation meeting(s) and four (4) calendar days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event that there is an urgent need to hold the orientation meeting without providing the required advance notice, M CCS will provide as much notice as possible to the Association.

14.6.1.3.4 Association Provided Time: The Association shall be provided no less than thirty (30) minutes of uninterrupted time to communicate with new employees at the orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda (M CCS will do its best to honor such requests, but reserves the ability to schedule when the 30 minute time will be allocated).

14.6.1.3.4.1 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to School audio visual equipment for Association presentations.

14.6.1.3.4.2 The Association shall, unless M CCS agrees otherwise, have 45 minutes of School-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to two (2) bargaining unit members, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

14.6.1.4 If, after receiving notice of the designated group orientation for new bargaining unit employees, the Association fails to attend the designated access period, no additional orientation access periods will be provided by M CCS for those employee(s). The preceding sentence does not impact the Association's access rights to meet with new bargaining unit employees subject to the requirements/limitations in this Agreement and under applicable law.

14.6.1.5 Unless invited, no School manager or supervisor or non-unit employee shall be present at the Association's new member orientation sessions.

14.6.2 Any alleged violations, misinterpretations or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 13 (Grievance Procedures) of the collective bargaining agreement, except that only the Association – through its Association Representative – and not individual bargaining unit employees may file a grievance under

this Agreement.

ARTICLE 15 – EVALUATION PROCEDURES

15.1 Purpose of Evaluation Process

- 15.1.1 The expressed purpose of the evaluation procedures outlined in this article is the improvement of instruction and the professional growth of the certificated unit members at MCCS.
- 15.1.2 MCCS shall determine the need for, the type of, and provide the necessary assistance to unit members for the purpose of improving their teaching competencies. If the Director/designee determines that a unit member is not performing their duties in a satisfactory manner according to the California Standards for the Teaching Profession (CSTP), the Director/designee shall notify the unit member in writing of that fact and describe the unsatisfactory performance.
- 15.1.3 The Director/designee shall continue to confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in their performance through an assistance plan.

15.2 Observation Procedures

- 15.2.1 Frequency of Formal Observations.
Two (2) formal classroom observations shall be conducted, which shall last at least 20 minutes. MCCS shall provide the unit member at least ten (10) working days notice prior to each formal observation.
- 15.2.2 A lesson plan will be provided by the unit member to the Director/designee prior to the formal observation within 5 working days of the scheduled formal observation.
- 15.2.3 The Director/designee will utilize the MCCS mutually agreed upon MCCS Formal Observation Summary to compile all observation information.
- 15.2.4 Any unit member who receives an "Improvement Necessary" or "Ineffective" on the formal observation summary shall be entitled to receive additional support/observations from MCCS, upon request. Such additional support may, at MCCS's discretion, include, but are not limited to, additional classroom formal observations, evaluation conferences, a pre-observation conference, and written summaries/feedback of the classroom observations. The Director/designee or unit member may also request mentoring for the unit member.
- 15.2.5 The Formal Observation Summary shall contain:
 - 15.2.5.1 The teacher's name, evaluator's name, start time, end time, and date;
 - 15.2.5.2 A description of each competency observed; and

15.2.5.3 If any components are marked "Improvement Necessary" or "Ineffective," the Formal Observation Addendum must be attached. The evaluator shall take steps role to assist the unit member may include, but is not limited to, the following:

15.2.5.3.1 Specific recommendations for improvement.

15.2.5.3.2 Direct assistance to implement such recommendations.

15.2.5.3.3 Provisions of additional resources to be utilized to assist with improvement.

15.2.5.3.4 Techniques to measure improvement.

15.2.5.3.5 Scheduling of additional formal observations to monitor progress.

15.2.6 Within ten (10) days of a formal observation, the Evaluator shall meet with the unit member to discuss the Formal Observation and review the Observation Summary. The Observation Summary shall be made available to be signed by both the Evaluator and the unit member to indicate that it has been reviewed by the unit member. If a unit member does not sign the form, the Evaluator shall note that the unit member refused to sign the Summary. A copy of the Formal Observation Summary shall be forwarded to the Human Resources Department after the conference with the unit member.

15.2.7 MCCS may also conduct, as needed, informal observations as part of the evaluation process. Within five working days after conducting the informal observation, the Evaluator will provide written feedback on what was observed.

15.2.7.1 A conference may be requested by the Evaluator or by the unit member regarding the informal observation.

15.2.7.2 A rebuttal to the informal observation may be made by the unit member within ten (10) working days after receipt of said report. The rebuttal shall be attached to the written observation report.

15.3 Final Formal Evaluation Procedures

15.3.1 Frequency of Formal Evaluation

Unit members shall be formally observed and evaluated by their immediate supervisor and/or designee according to the following schedule:

15.3.1.1 Probationary Employees

15.3.1.1.1 Unit members with probationary employment status shall be evaluated once per school year.

15.3.1.1.2 MCCS will conduct the first formal observations and provide the

Summary on or by November 30th. The second formal observations and Summary will be completed on or by March 1st, for probationary employees. For unit members who are hired mid-year, they will receive a formal final evaluation as long as M CCS is able to conduct at least one formal observation.

15.3.1.2 Permanent Employees

15.3.1.2.1 First formal observations and written evaluation by November 30th. Second formal observations and written evaluation by February 1st for permanent employees with less than 5 years of full-time employment.

15.3.1.2.2 Unit members that have attained permanent employment of over 5 years status shall be evaluated once every other year.

15.3.1.2.3 Unit members that have attained permanent employment status, have been employed at least ten (10) years with M CCS as of the first duty day of the current school year and whose previous two evaluations rated the employee as meeting or exceeding standards prescribed by M CCS, will be evaluated every five years. By October 31st, M CCS may move the unit member off of the five-year evaluation cycle and evaluate them beginning in that current school year consistent with subsection A above. In such a case, M CCS will provide written notice that shall include the rationale for the removal from the 5-year evaluation cycle.

15.3.1.2.4 If a unit member with permanent status receives an unsatisfactory evaluation, M CCS shall evaluate the unit member each school year until the unit member achieves a satisfactory evaluation or is separated from M CCS.

15.3.2 By no later than the employee's fifth duty day in a school year during which the employee is to be formally evaluated, the evaluator(s) will notify the evaluatee of the forms to be used in the areas to be covered in the evaluation. The evaluator(s) and the evaluatee may utilize others to assist in gathering data for the purpose of the evaluation.

15.3.3 The areas to be evaluated are based on the responsibilities and criteria contained in the employee job description and the CSTEP. The evaluator will provide the evaluatee with copies of these documents by no later than the employee's fifth duty day.

15.4 The evaluation is subject to the grievance procedure to the extent that these guidelines and procedures have not been followed.

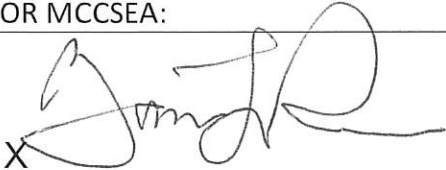



ARTICLE 16 – NO STRIKE - NO LOCKOUT

- 16.1 MCCSEA and MCCS agree that the differences between the Parties hereto shall be settled by peaceful means as provided in this Agreement.
- 16.2 No Strike
- 16.2.1 During the term of this Agreement, MCCSEA and bargaining unit members will not engage in a strike as defined by law, including concerted refusals to perform mandatory duties and sympathy strikes.
- 16.2.2 In the event that MCCS learns of any such actual or threatened activity, MCCS shall inform MCCSEA and MCCSEA shall inform employees of their obligations under this section and shall make its best efforts to cause the activity to cease.
- 16.3 No Lockout
- During the term of this Agreement, MCCS will not engage in a lockout of bargaining unit members.

ARTICLE 17 – DURATION

- 17.1 It is agreed by the Association and MCCS that this Agreement, pending full ratification of the Agreement by both parties, shall be in effect from July 1, 2021 through June 30, 2024.
- 17.2 If any provision of this Agreement, or the application of such provision, is subsequently determined to be contrary to or unauthorized by law, or held invalid or unenforceable by operation of law or by decision of any tribunal of competent jurisdiction, then such provision shall not be applicable, performed or enforced, except to the extent permitted or authorized by law, and such provision shall be deemed to be temporarily modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect. The parties shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired modification of the provision held invalid or unenforceable for the purpose of arriving at a mutually satisfactory replacement.
- 17.3 This Agreement represents the complete collective bargaining agreement and full and final agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. Any matters or subjects not covered by this Agreement have, through the parties' proposals and counterproposals, been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. It is, accordingly, agreed that during the term of this Agreement neither party shall be bound to negotiate any addition, change, or modification of this Agreement, except as required by law and, that in the event such action is determined by MCCS to be required to bring the Agreement into compliance with law, MCCS reserves the right to take such action by management direction.

SIGNATURE PAGE

FOR MCCSEA:	FOR MAAC:
<p>X </p> <hr/> <p>Terrence L. Borden</p>	<p>X </p> <hr/> <p>Tommy Ramirez, Director M CCS</p>
<p>X </p> <hr/> <p>JENNIFER MARKERT</p>	<p>X </p> <hr/> <p>Adolfo Ventura, Vice President and COO</p>

APPENDIX A-1 - MCCS/MCCSEA TEACHER SALARY SCHEDULE 190 DAY
Effective July 1, 2021

Step	BA Daily	BA	BA + 30 Daily	BA + 30 units	MA or BA + 60 Daily	MA or BA + 60 units	BA + 75 or MA + 30 Daily	BA + 75 or MA + 30 units
1	250.47	47,589.98	259.24	49,255.64	268.31	50,979.58	277.70	52,763.87
2	256.74	48,779.73	265.72	50,487.03	275.02	52,254.07	284.65	54,082.96
3	263.15	49,999.23	272.36	51,749.20	281.90	53,560.43	291.76	55,435.04
4	269.73	51,249.20	279.17	53,042.93	288.94	54,899.44	299.06	56,820.91
5	276.48	52,530.44	286.15	54,369.01	296.17	56,271.91	306.53	58,241.44
6	283.39	53,843.70	293.31	55,728.22	303.57	57,678.71	314.20	59,697.47
7	290.47	55,189.79	300.64	57,121.44	311.16	59,120.68	322.05	61,189.91
8	297.73	56,569.53	308.16	58,549.47	318.94	60,598.70	330.10	62,719.65
9	305.18	57,983.78	315.86	60,013.21	326.91	62,113.67	338.36	64,287.65
10	312.81	59,433.37	323.76	61,513.54	335.09	63,666.51	346.81	65,894.84
11	320.63	60,919.21	331.85	63,051.37	343.46	65,258.17	355.49	67,542.21
12	328.64	62,442.18	340.15	64,627.66	352.05	66,889.63	364.37	69,230.76
13	336.86	64,003.23	348.65	66,243.35	360.85	68,561.86	373.48	70,961.53
14	345.28	65,603.31	357.37	67,899.44	369.87	70,275.92	382.82	72,735.57
15	353.91	67,243.40	366.30	69,596.92	379.12	72,032.81	392.39	74,553.96
16			375.46	71,336.84	388.60	73,833.64	402.20	76,417.81
17			384.84	73,120.27	398.31	75,679.47	412.25	78,328.26
18			394.46	74,948.28	408.27	77,571.46	422.56	80,286.46
19					418.48	79,510.75	433.12	82,293.62
20					428.94	81,498.52	443.95	84,350.97
21					439.66	83,535.98	455.05	86,459.73
22							466.43	88,621.23
23							478.09	90,836.76
24							490.04	93,107.68
25							502.29	95,435.37

Special Education Certification - \$3,000 Annual Stipend in Addition to Above
All Placements Require a Valid Teaching Credential
% Incremental ALL Steps 2.5% % Incremental ALL Columns 4%

APPENDIX A-1 - MCCS/MCCSEA TEACHER SALARY SCHEDULE 190 DAY
Effective July 1, 2022

Step	BA Daily	BA	BA + 30 Daily	BA + 30 units	MA or BA + 60 Daily	MA or BA + 60 units	BA + 75 or MA + 30 Daily	BA + 75 or MA + 30 units
1	257.99	49,017.68	267.02	50,733.31	276.36	52,508.97	286.04	54,346.79
2	264.44	50,243.13	273.69	52,001.64	283.27	53,821.69	293.19	55,705.45
3	271.05	51,499.20	280.54	53,301.68	290.35	55,167.24	300.52	57,098.09
4	277.82	52,786.68	287.55	54,634.22	297.61	56,546.42	308.03	58,525.54
5	284.77	54,106.35	294.74	56,000.08	305.05	57,960.07	315.73	59,988.68
6	291.89	55,459.01	302.11	57,400.07	312.68	59,409.07	323.62	61,488.39
7	299.19	56,845.49	309.66	58,835.08	320.50	60,894.30	331.71	63,025.61
8	306.67	58,266.62	317.40	60,305.96	328.51	62,416.66	340.01	64,601.24
9	314.33	59,723.29	325.33	61,813.61	336.72	63,977.08	348.51	66,216.28
10	322.19	61,216.37	333.47	63,358.94	345.14	65,576.51	357.22	67,871.68
11	330.25	62,746.78	341.80	64,942.91	353.77	67,215.91	366.15	69,568.47
12	338.50	64,315.45	350.35	66,566.49	362.61	68,896.32	375.30	71,307.68
13	346.96	65,923.33	359.11	68,230.65	371.68	70,618.72	384.69	73,090.38
14	355.64	67,571.41	368.09	69,936.42	380.97	72,384.20	394.30	74,917.64
15	364.53	69,260.71	377.29	71,684.83	390.49	74,193.80	404.16	76,790.58
16			386.72	73,476.95	400.26	76,048.64	414.26	78,710.34
17			396.39	75,313.88	410.26	77,949.85	424.62	80,678.10
18			406.30	77,196.72	420.52	79,898.60	435.24	82,695.05
19					431.03	81,896.07	446.12	84,762.43
20					441.81	83,943.47	457.27	86,881.50
21					452.85	86,042.06	468.70	89,053.53
22							480.42	91,279.87
23							492.43	93,561.86
24							504.74	95,900.92
25							517.36	98,298.43

Special Education Certification - \$3,000 Annual Stipend in Addition to Above
All Placements Require a Valid Teaching Credential
% Incremental ALL Steps 2.5% % Incremental ALL Columns 3%

APPENDIX A-1 - MCCS/MCCSEA TEACHER SALARY SCHEDULE 190 DAY
Effective July 1, 2023

Step	BA Daily	BA	BA + 30 Daily	BA + 30 units	MA or BA + 60 Daily	MA or BA + 60 units	BA + 75 or MA + 30 Daily	BA + 75 or MA + 30 units
1	265.73	50,488.21	275.03	52,255.31	284.65	54,084.24	294.62	55,977.19
2	272.37	51,750.42	281.90	53,561.69	291.77	55,436.34	301.98	57,376.62
3	279.18	53,044.18	288.95	54,900.73	299.06	56,822.26	309.53	58,811.03
4	286.16	54,370.28	296.17	56,273.25	306.54	58,242.81	317.27	60,281.30
5	293.31	55,729.55	303.58	57,680.08	314.20	59,698.87	325.20	61,788.34
6	300.65	57,122.78	311.17	59,122.07	322.06	61,191.35	333.33	63,333.04
7	308.16	58,550.85	318.95	60,600.13	330.11	62,721.13	341.67	64,916.37
8	315.87	60,014.62	326.92	62,115.14	338.36	64,289.16	350.21	66,539.28
9	323.76	61,514.99	335.09	63,668.01	346.82	65,896.39	358.96	68,202.77
10	331.86	63,052.86	343.47	65,259.71	355.49	67,543.80	367.94	69,907.83
11	340.15	64,629.19	352.06	66,891.20	364.38	69,232.39	377.13	71,655.53
12	348.66	66,244.91	360.86	68,563.48	373.49	70,963.21	386.56	73,446.91
13	357.37	67,901.03	369.88	70,277.57	382.83	72,737.28	396.23	75,283.09
14	366.31	69,598.56	379.13	72,034.51	392.40	74,555.72	406.13	77,165.17
15	375.47	71,338.53	388.61	73,835.38	402.21	76,419.61	416.29	79,094.30
16			398.32	75,681.26	412.26	78,330.10	426.69	81,071.65
17			408.28	77,573.29	422.57	80,288.35	437.36	83,098.45
18			418.49	79,512.63	433.13	82,295.56	448.29	85,175.91
19					443.96	84,352.95	459.50	87,305.30
20					455.06	86,461.78	470.99	89,487.94
21					466.44	88,623.32	482.76	91,725.13
22							494.83	94,018.26
23							507.20	96,368.72
24							519.88	98,777.94
25							532.88	101,247.39

Special Education Certification - \$3,000 Annual Stipend in Addition to Above
All Placements Require a Valid Teaching Credential
% Incremental ALL Steps 2.5% % Incremental ALL Columns 3%

APPENDIX B-1 - MCCS/MCCSEA GRIEVANCE REPORT FORM

_____ LEVEL I (Filled at site level only after preliminary conference has been held and grievance is not resolved)

_____ LEVEL II (To be sent to the Director or their designee)

Name of Grievant: _____ Date: _____

Job Title: _____

Director/Supervisor

COMMENTS: A description of the grievance including names, dates and places with a listing of the provision(s) of this Agreement which are alleged to have been violated, misapplied, or misinterpreted)

PROPOSED REMEDY:

I HAVE REVIEWED THIS WITH MY Director/Supervisor on _____
Date

Signature of Grievant _____ Date Submitted: _____

APPENDIX B-2 - MCCS/MCCSEA GRIEVANCE REVIEWED – LEVEL 1

Date Received: _____

Name of Grievant: _____ Grievance #: _____

Job Title: _____

Name of Grievance Representative: _____

Management Representatives in Attendance: _____

DECISION OF DIRECTOR/SUPERVISOR:

Signature of Director/Supervisor

Date

Printed Name/Title

APPENDIX C - PREGNANCY DISABILITY LEAVE

- 1.1 MCCS shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Pregnancy Disability Leave "PDL") and federal (Family Medical Leave Act – FMLA) laws. Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement. An employee who is disabled because of pregnancy, childbirth, or a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid Pregnancy Disability Leave, as set forth in .. The leave can be taken before or after the birth of the employee's child.
- 1.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, they cannot work at all or are unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of their pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).
- 1.3 Reasonable Accommodation for Pregnancy-Related Disabilities
 - 1.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if they are pregnant or have a related medical condition, and because of pregnancy, the employee's health care provider has certified that it is medically advisable for them to temporarily transfer or to receive some other accommodation.
 - 1.3.2 MCCS will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: they request a transfer or other accommodation; the request is based upon the certification of their health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.
 - 1.3.3 As part of this accommodation process, no additional position will be created and MCCS will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.
 - 1.3.4 Advance Notice and Medical Certification
To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

- 1.3.4.1 Provide thirty (30) days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- 1.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when thirty (30) days' notice is not foreseeable; and
- 1.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

MCCS may require an employee to provide a new certification if they request an extension of time for the leave, transfer or other requested accommodation.

1.3.5 Duration

- 1.3.5.1 MCCS will provide an employee with a Pregnancy Disability Leave of Absence for the duration of their pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by their health care provider. The four (4) months of leave available to an employee due to their pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four (4) calendar months or 17.33 workweeks.
- 1.3.5.2. Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

1.3.6 Reinstatement

- 1.3.6.1 If the employee and MCCS have agreed upon a definite date of return from their leave of absence or transfer, they will be reinstated on that date if they notify MCCS that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, they will be returned to work within two (2) business days, where feasible, after they notify MCCS of their readiness to return.

- 1.3.6.2 Before an employee will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide the Human Resources Department with a certification from their health care provider that they can perform safely all of the essential duties of their position, with or without reasonable accommodation. If they does not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.
- 1.3.6.3 An employee shall be returned to the same or a comparable position upon the conclusion of their leave of absence or transfer. If the same position is not available on the employee's scheduled return date, MCCS will provide them a comparable position on their scheduled return date or within sixty (60) calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if they had not taken the leave. For example, if an employee would have been laid off had they not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.
- 1.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or School policy or MCCS has otherwise approved the employee to take additional time off.
- 1.3.7 Integration with Other Benefits
Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during their leave of absence except during those periods when the employee is substituting sick leave for unpaid leave.
- 1.3.8. Benefits
- 1.3.8.1 MCCS will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, MCCS will continue the employee's health insurance benefits for up to a maximum of twelve (12)

workweeks in a twelve (12) month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, their Pregnancy Disability Leave will also be concurrently covered by FMLA and their group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave has been completed, they wish to take twelve (12) additional weeks off from work to bond with a new baby under CFRA, MCCC will continue their health insurance benefits for the twelve (12) workweek period.

- 1.3.8.2 In some instances, MCCC may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following their pregnancy disability leave for reasons other than taking additional leave afforded by law or MCCC policy or not returning due to circumstances beyond their control.

APPENDIX D - FAMILY CARE AND MEDICAL LEAVE

- 1.1 To be eligible for leave under the FMLA ("Fed-FMLA") and CFRA (collectively "FMLA Leave") pursuant to Title 29 USC section 2601 and California Government Code section 12945.2, employees must have: (1) completed twelve (12) months of service for MCCS; and (2) worked at least 1,250 hours during the previous twelve (12) months as of the start of the leave.
- 1.2 **Reasons For Leave**

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, child of a registered domestic partner, parent-in-law, grandparent, grandchild, or sibling (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only), and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

 - 1.2.1 the birth, adoption, or foster care of an employee's child within twelve (12) months following birth or placement of the child ("Bonding Leave");
 - 1.2.2 to care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner, parent-in-law, grandparent, grandchild, or sibling) with a serious health condition ("Family Care Leave");
 - 1.2.3 an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
 - 1.2.4 a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States ("Military Emergency Leave"); or
 - 1.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined by the FMLA ("Military Caregiver Leave").
- 1.3 **Leave Length**
 - 1.3.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be twelve (12) workweeks in any twelve (12) month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by MCCS is a rolling 12-month period

measured backward from the date an employee uses FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

- 1.3.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single twelve (12) month period. A “single twelve (12) month period” begins on the date of the employee’s first use of such leave and ends twelve (12) months after that date.

If both spouses work for MCCS and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of twenty-six (26) workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

- 1.3.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt MCCS’s operations. An employee must contact their immediate supervisor and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, MCCS may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee’s CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee’s CFRA entitlement.

If an employee’s request for intermittent leave is approved, MCCS may later require an employee to obtain recertifications of their need for leave.

- 1.3.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee’s work-related injury/illness, a

pregnancy related disability, or a “disability” as defined under the Americans with Disabilities Act and/or the Fair Employment and Housing Act (“FEHA”). When the reason for CFRA leave was the employee’s serious health condition, which also constitutes a “disability” under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, MCCC will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA. In addition, in some circumstances, and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner’s child. Certain restrictions on these benefits may apply.

1.4 Notice and Certification

1.4.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

1.4.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, thirty (30) days advance notice or such notice as is both possible and practical if the leave must begin in less than thirty (30) days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by MCCC’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within fifteen (15) calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (5) periodic reports during the leave.

Certification forms are available from the Human Resources Department.

1.4.1.2 At MCCC’s expense, MCCC may, if it doubts the validity of the certification provided by the employee, also require a second opinion regarding the employee’s own serious health condition or the serious health condition of an employee’s family member for Fed-FMLA purposes and, for CFRA purposes, the employee’s own serious health condition. In some cases, MCCC may require a second or third opinion regarding the injury or illness of a “Covered Servicemember.” Employees are expected to cooperate with MCCC in obtaining additional medical opinions that MCCC may require. If the second

opinion differs from the opinion in the original certification, MCCC may require, at MCCC's expense, that the unit member obtain the opinion of a third health care provider, designated or jointly approved by MCCC and the unit member. The opinion of the third health care provider shall be final and binding on MCCC and unit member.

1.4.1.3 When leave is for planned medical treatment, an employee must make a reasonable effort to schedule treatment so as to minimize disruptions to MCCC's operation. Employees are to contact their immediate supervisor or Human Resources prior to scheduling planned medical treatment.

1.4.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, MCCC may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, MCCC may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) MCCC receives information that casts doubt upon the employee's stated reason for the absence. In addition, MCCC may request recertification in connection with an absence after six (6) months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by MCCC shall be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may be requested by MCCC at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

1.4.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) MCCC with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within fifteen (15) calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

1.4.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

1.5 Generally, FMLA Leave is unpaid. MCCA may require employees to use accrued sick leave during any unpaid portion of FMLA Leave. However, MCCA will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by MCCA and the employee. Employees may also choose to use accrued sick leave, to the extent permitted by law and the applicable sick sections in this collective bargaining agreement. When accrued sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

1.6 Benefits

MCCA will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee wants their benefits coverage to continue during the leave, the employee must also continue to make any premium payments that they are now required to make. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently will generally be provided with group health benefits for a twelve (12) workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively MCCA will continue the employee's health insurance benefits for up to a maximum of twelve (12) workweeks in a twelve (12) month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of twenty-six (26) workweeks. MCCA may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as sick leave will not accrue while on an unpaid FMLA Leave.

1.7 Job Reinstatement

1.7.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off had they not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

- 1.7.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.
- 1.8 Entitlement to family care and medical leave for the purposes of the employee's own illness shall be satisfied by and run concurrently with leaves taken pursuant to section Articles 9.1 (Sick Leave), if applicable, 9.4 (Pregnancy Disability Leave), and 9.5 (Childbirth Leave).
- 1.9. Article 9.6 of this Agreement and this Appendix may be reopened at the request of either party if further legislation or state or federal regulations are implemented.
- 1.10 Department of Labor Notice WH1420 is attached following this Appendix. In addition, a link to the Notice is here: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>