

TABLE OF CONTENTS

		<u>Page</u>
1		
2	PREAMBLE	1
3	ARTICLE I — EARLY SEPARATION INCENTIVE LEAVE.....	2
4	ARTICLE II — EVALUATION FOR MANAGEMENT PERSONNEL	4
5	2.2 Evaluation Program	4
6	2.2.1 Timeline for Evaluation	4
7	ARTICLE III — ASSIGNMENT AND TRANSFER.....	6
8	3.1 Definitions.....	6
9	3.2 Assignment/Transfer.....	6
10	3.3 Employee-Initiated Transfer	6
11	3.4 Involuntary Transfer	7
12	3.5 Employee-Initiated Reassignment	7
13	3.6 Education Code Section 44951 — Reassignment	7
14	3.7 Medical/Personal Health Reassignment	7
15	3.8 Reassignment of Classified Managers	9
16	ARTICLE IV — DEMOTION AND DISMISSAL	10
17	ARTICLE V — REDUCTION OF SERVICE.....	11
18	5.1 General	11
19	5.2 Procedure	11
20	5.3 Reassignment	11
21	5.4 Reinstatement.....	12
22	ARTICLE VI — RETIREMENT INCENTIVE PROGRAM.....	13
23	ARTICLE VII — COMPENSATION AND BENEFITS.....	14
24	ARTICLE VIII — PROVISIONS FOR LEAVE	16
25	8.1 Sick Leave.....	16
26	8.2 Industrial Accident Leave	17
27	8.3 Maternity Leave	18
28	8.4 Parental Leave.....	18
	8.5 General Leaves.....	19
	8.6 Personal Necessity Leave	19
	8.7 Bereavement Leave.....	20
	8.8 Leave for Judicial and Official Appearances.....	20
	8.9 Military Leave.....	20
	SIDELETTER.....	22
	MANAGEMENT SALARY SCHEDULES	23

PREAMBLE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The provisions of this Agreement apply to Certificated and Classified employees of the Mt. Pleasant School District who are compensated pursuant to the Management salary schedule.

1
2 **ARTICLE I – EARLY SEPARATION INCENTIVE LEAVE**
3

4 1.1 The Management employee shall have completed a minimum of five (5) consecutive years of
5 satisfactory service to the District in a Management position.

6 1.2 The Management employee shall have reached the age of fifty-five (55) years.

7 1.3 The Management employee shall be qualified to provide services in special projects approved
8 by the Superintendent at his/her sole discretion and accepted by the Board.

9 1.4 Nothing herein shall be construed to prevent the District from identifying and proposing
10 activities which are in the best interest of the District other than those proposed by the
11 Management employee.

12 1.5 In order to be eligible for "Early Separation Incentive Leave," the Management employee must
13 take a leave from his/her present position with the District. Upon entering the "Early
14 Separation Incentive Leave" program, the Management employee becomes known as, and
15 hereafter is referred to as, a "consultant."

16 1.6 A contract with the Management employee opting for this program shall be for a period of no
17 more than five (5) years or beyond the age of sixty-two (62) years, whichever is sooner. A
18 consultant may terminate service with the District at the end of the contract year.

19 1.7 Compensation shall be paid at the Management employee's full-time per diem rate of pay on
20 the current salary schedule.

21 1.8 Compensation shall be provided at the end of the month in which services have been
22 performed.

23 1.9 Application for participation in this program shall be made on the designated form to the
24 Superintendent, or the Superintendent's designee, no later than February 15 for the following
25 year. Notification of employment shall be made by the Superintendent, or the
26 Superintendent's designee, to the Management employee applying for the Early Separation
27 Leave program no later than March 15. The Superintendent may waive application deadlines
28 during the first year of this program.

1 1.10 No more than one (1) Management employee of the District may apply to participate in this
2 program in any given year.

3 //

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE II – EVALUATION FOR MANAGEMENT PERSONNEL**

2
3 2.1 It is the Board's position that an appraisal system for Management personnel is fundamental
4 to the evaluation and improvement of professional services rendered by the Management
5 personnel.

6 2.2 Evaluation Program

7 The written evaluation is based on performance ratings by the evaluator of the Management
8 person being evaluated. If these ratings indicate that the Management person is performing
9 at a professional level of competence in all goals, then he/she will be involved in the
10 evaluation process every other year. However, if a Management person is rated as needing
11 improvement in any two stated goals, he/she, with the immediate supervisor, shall develop a
12 program of correction with specific guidelines for which the evaluator and evaluatee will
13 have defined joint responsibility.

14 2.2.1 Timeline for Evaluation

15 **No later than October 15:** 1) Goal setting conference completed.
16 2) Goals are mutually agreed upon by
17 evaluator and evaluatee. If no mutual
18 agreement can be reached, the
19 Superintendent's goals shall prevail.

20 **No later than February 1:** 1) Pre-evaluation conference held by evaluator
21 and evaluatee.

22 **No later than March 1:** 1) Written evaluation given to the evaluatee.
23 2) Within ten (10) working days, the evaluatee
24 has the option of requesting a conference
25 with the evaluator and/or submitting a
26 written response to the evaluation.

27 If an evaluation contains a need for improvement in a specific goal area:

28 **No later than March 15:** 1) A program of correction is developed by the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

evaluator and evaluatee. (See evaluation program)

No later than June 1:

- 1) Interim written appraisal of the program of correction. If areas needing improvement have been corrected, it is so noted in the written June 1st appraisal and attached to the March 1st evaluation.
- 2) Evaluatee has the option of requesting a conference and/or submitting a written response to the appraisal within ten (10) working days.

If the program of correction needs to be extended to the following year, specific written recommendations for improvement will be made by the evaluator. Mutually agreed upon goals for the following year will be established by procedures outlined in *Timeline for Evaluation*.

If, after complying with the above steps, the decision to demote, reassign or dismiss a Management employee is made, the Board shall, by March 15, provide the Management employee a written statement of its intent to dismiss at the end of the year. The written statement shall also include the specific reasons for the dismissal action and the legal rights of the Management employee to a personnel session hearing, with representation, before the Superintendent and Board of Trustees. The Management employee has the right to request a hearing within thirty (30) calendar days of receipt of the intent to dismiss.

//

1 ARTICLE III – ASSIGNMENT AND TRANSFER

2
3 3.1 *Definitions*

4 3.1.1 *Involuntary Transfer:* A change of site/location but within the present classification,
5 not requested by the employee.

6 3.1.2 *Assignment:* The **initial** placement of an employee in a particular
7 classification or location.

8 3.1.3 *Reassignment:* A change from one job **classification** to another job
9 classification which may include reassignment to a
10 position with less compensation and/or rank.
11 Reassignment may be employee-initiated, or pursuant to
12 Education Code Section 44951 (Section 3.6 below), or
13 pursuant to Section 3.8 below (for Classified
14 Management employees), or pursuant to the demotion
15 procedure in Article IV of this Agreement, or pursuant to
16 the reduction in services procedure in Article V of this
17 Agreement.

18 3.1.4 *Transfer:* A change in job **location** without a change in job
19 classification.

20 3.2 *Assignment/Transfer*

21 The Superintendent shall have the authority to assign, reassign, organize, reorganize, transfer
22 or arrange Management staff which, in the Superintendent's judgment, best serves the needs
23 of the District.

24 Certificated Management personnel shall accrue seniority rights in the same manner as all
25 certificated personnel as provided in the Education Code.

26 3.3 *Employee-Initiated Transfer*

27 3.3.1 Any Management employee may submit a request for transfer at any time. Transfer
28 requests are valid for six (6) months from date of submission.

3.3.2 An employee's request for transfer shall be made known to that employee's
immediate administrator.

3.3.3 A request for transfer may be withdrawn by the employee at any time.

3.3.4 If a transfer is denied, the appropriate administrator will notify the employee, upon
request, as to the reason.

3.4 *Involuntary Transfer*

1 3.4.1 The Board delegates to the Superintendent the responsibility of final authority to
2 decide if a Management employee should be involuntarily transferred to another
3 position within the employee's existing position classification.

4 3.4.2 A Management employee transferred under this policy may request, and shall
5 receive, a written statement containing the basis for a transfer.

6 3.4.3 A Management employee transferred under this policy may request, and shall
7 receive, a meeting with the Superintendent, or Superintendent's designee, to discuss
8 the proposed transfer. The employee shall be permitted to have a representative
9 present.

10 3.5 *Employee-Initiated Reassignment*

11 3.5.1 Any Management employee shall have the right to request reassignment to any
12 position for which he/she possesses the necessary qualifications.

13 3.5.2 The Governing Board hereby delegates to the District Superintendent the final
14 authority for assignment or reassignment of Management employees.

15 3.5.3 Any Management employee may apply for any vacant Management position for
16 which the employee feels qualified.

17 3.5.4 A position application may be withdrawn at any time.

18 3.6 *Education Code Section 44951 – Reassignment*

19 A certificated employee may be reassigned from a position requiring an administrative or
20 supervisory credential upon written notice by March 15 to Administrators. If requested in
21 writing by the employee within ten (10) workdays of the notice of reassignment, the District
22 shall provide the employee with reasons for the reassignment in writing. The provisions of
23 this Section shall apply only to:

24 3.6.1 Certificated employees whose administrative employment begins on or after July 1,
25 1992.

26 3.7 *Medical/Personal Health Reassignment*

27 3.7.1 The Governing Board may reassign a Management employee to another position with
28 less compensation and/or rank when it is reasonably certain that such employee's

1 personal health will prevent him/her from satisfactorily performing and/or devoting
2 sufficient energies to the duties of the Management position the following school
3 year. Such medical/personal health reassignment shall not constitute a demotion,
4 dismissal, negative evaluation, transfer, or any other action, and Articles III, IV and V
5 shall not apply to such reassignment.

6 3.7.2 Reassignment under this Article shall be pursuant to the following procedures and
7 conditions:

8 a) When the Superintendent/designee believes a reassignment under this Article
9 is appropriate, written notice of such intent shall be sent to the Management
10 employee, such notice to include the facts and reasons for taking such action.

11 b) The notice shall advise the employee of his/her right to a conference with the
12 Superintendent/designee to discuss the proposed action.

13 c) If the Superintendent/designee and employee mutually agree to the proposed
14 reassignment, it shall be reduced to writing signed by the parties and submitted
15 to the Governing Board for adoption, after which time it shall be irrevocable
16 unless both parties subsequently agree to a change.

17 d) If the parties do not mutually agree to the proposed reassignment, the
18 following steps shall occur, at the Superintendent's request, in sufficient time
19 for resolution at the beginning of the next school year:

20 (1) The employee may seek the opinion of his/her personal doctor
21 regarding the District's concerns, based upon examination of the
22 employee.

23 (2) The District may similarly seek the opinion of a doctor of its choice
24 based upon examination of the employee.

25 (3) If both doctors agree on their medical opinion of the employee's abilities
26 to perform his/her duties, these conclusions shall be final. If the doctors
27 conclude against the reassignment, the processes under this Article end.

28 If the doctors support the reassignment, the employee's single remaining

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

appeal shall be in a personnel session before the Board, whose decision shall be final.

- (4) If the doctors disagree, the parties shall agree upon examination of the employee by a third, independent physician. Depending upon this doctor's opinion, the provisions of paragraph (3) above shall apply (e.g., doctor against reassignment, process ends; doctor for reassignment, employee entitled to Board session).

3.7.3 If a Management employee is reassigned under this Article, he/she shall be entitled to his/her Management level of health benefits for one school year following the reassignment.

3.8 *Reassignment of Classified Managers*

A classified Management employee may be reassigned upon sixty (60) days' notice to the affected employee. If requested in writing by the employee within ten (10) workdays of the notice of reassignment, the District shall provide the employee with reasons for the reassignment in writing. The provisions of this Section shall be subject to the same conditions set forth in Section 3.6.1.

//

Legal Reference: Ed. Code 35035

1 ARTICLE IV – DEMOTION AND DISMISSAL

2
3 4.1 The Board may demote or dismiss Management employees for specified reasons in
4 accordance with provisions of the Education Code upon the recommendation of the
5 Superintendent.

6 For purposes of this policy, demotion shall be defined as reassignment
7 to another position with less compensation and/or rank.

8 4.2 Action by the Board to demote or dismiss a Management employee shall be preceded by an
9 evaluation process outlined in Article II of this policy, which includes:

10 4.2.1 Pre- and post-conference with written evaluation.

11 4.2.2 The right of the affected Management employee to respond in writing within a
12 limited period of time.

13 4.2.3 A program of assistance to help correct any noted deficiencies.

14 4.2.4 A probationary period in which to correct the deficiencies.

15 4.3 If, after complying with the above steps, the decision to demote or dismiss is made, the Board
16 shall, by March 15 for certificated employees and thirty (30) days for classified employees,
17 provide the Management employee a written statement of its intent to demote or dismiss.

18 4.4 The written statement shall also include the specific reasons for the demotion or dismissal
19 action and the legal rights of the Management employee in the proceedings. Upon request,
20 the Management employee has a right to a hearing before the Board. The hearing shall take
21 place prior to final notice of demotion or dismissal being given.

22 //

23 *Legal Reference: Ed. Code 44422, 44426 – 27*
24 *44660, 44806, 44837*
25 *44932 – 56, 45101*
26 *45113, 45123*

ARTICLE V – REDUCTION OF SERVICE

1
2
3 5.1 *General*

4 The Board, upon the recommendation of the Superintendent, shall determine the number of
5 Management personnel needed in the school district.

6 The Board recognizes that conditions, such as declining enrollment, may necessitate the
7 reduction of Management services and the reassignment of Management personnel.

8 The Board delegates to the Superintendent the responsibility of recommending those
9 Management positions and personnel scheduled for reduction.

10 5.2 *Procedure*

11 5.2.1 This policy is not a substitute for demotion/dismissal procedures. The
12 Superintendent may, however, taken into recommendations for reduction of
13 services: (1) the assessment of the relative effectiveness of each individual in the
14 classification being reduced; and (2) any other factors which should be considered
15 to maintain the most effective Management.

16 5.2.2 The Superintendent or designee shall give written notice to certificated
17 Management employees scheduled for reassignment by March 15 of the school year
18 in which the reassignment is to take place. Classified Management employees shall
19 be notified sixty (60) days prior to the date of reassignment.

20 5.2.3 Upon receipt of the written notice of possible reassignment, the Management
21 employee has the right, upon request, to receive in writing reasons for the
22 reassignment. Upon receipt of the reasons for reassignment, the Management
23 employee has the right to a hearing before the board before final action is taken by
24 the Board.

25 5.3 *Reassignment*

26 5.3.1 Certificated employees initially employed in an administrative position on or after
27 July 1, 1983, the period of employment in the administrative position shall not be
28 included in determining seniority for purposes of Ed. Codes 44955 and 44956,

1 except for school site administrators who shall earn up to a maximum of three (3)
2 years seniority while serving as site administrators (Ed. Code 44956.5).

3 5.3.2 Classified Management employees shall be given the opportunity in lieu of layoff to
4 replace an employee with fewer years of seniority in a lower classification provided
5 the employee has served in that classification previously and can meet the
6 requirements for appointment.

7 5.3.3 Any Management employee who is reassigned may be reassigned to any position
8 for which the employee is credentialed, if appropriate, and is qualified.

9 5.3.4 The Management employee assigned to a position in a lower Management
10 classification shall be placed at the new salary level of that lower classification
11 which is nearest his/her current salary.

12 5.3.5 A Management employee reassigned to a position outside of the Management team
13 shall be given credit for all administrative service in placement on the appropriate
14 salary schedule.

15 5.4 *Reinstatement*

16 5.4.1 A Management employee who has been removed from his/her position because of
17 reduction of services shall have the right to reinstatement to Management position
18 openings that may occur during the first thirty-nine (39) months following
19 reassignment, subject to the following conditions:

20 5.4.1.1 The Superintendent recommends reinstatement to the Board;

21 5.4.1.2 The position opening is at the same or lower Management classification
22 held at the time of reassignment;

23 5.4.1.3 The Management employee accepts reinstatement within the time
24 limits specified by the District.

25 //

26 *Legal Reference:* Ed. Codes 44893, 44955, 44956
27 44114, 14117, 45298,
28 45308

1 **ARTICLE VII – COMPENSATION AND BENEFITS**

2
3 7.1 **2006-2007 Salary Schedule Addendum A**

4 The 2006-2007 Salary Schedule will be retro to July 1, 2006. Effective July 1, 2006, the
5 District will increase the maximum fringe benefit contribution from \$6300.00 to \$6500.00

6 **2007-2008 Salary Schedule Addendum B**

7 Effective July 1, 2007, the 2006-2007 Salary Schedule will be increased by 2%. Effective
8 July 1, 2007 the District will increase the maximum fringe benefit contribution from
9 \$6500.00 to \$7000.00

10 **2008-2009 Salary Schedule Addendum C**

11 Effective July 1, 2008, the 2007-2008 Salary Schedule will be increased by 1.5%. Effective
12 July 1, 2008 the District will increase the maximum fringe benefit contribution from
13 \$7000.00 to \$7500.00

14 7.2 MASTER's – \$1,600

15 DOCTORATE – \$2,100

16 7.2.1 Longevity: are percentages based on completed years of service with the District and
17 current salary (example, if you completed 5 years your longevity begins on the 6th
18 year):

19 ADMINISTRATORS

Beginning Year	Percentages
6	5%
9	7.5%
12	10%

20
21
22
23 7.2.2 Administrative allowance will be part of the base salary.

24 7.3 Site level people will be at Board meetings if there is something on the agenda pertaining to
25 their schools.

26 7.4 *Fringe Benefit Proposal*

27 The District's contribution toward fringe benefits will be \$5,364 annually retro back to January
28

1 2004 for the 2003-2004 fiscal year.

2 The District will offer the following plans for employee and dependents:

- 3 1) Delta (CDS) Dental Plan
- 4 2) Medical-Surgical Coverage:
 - 5 a) Kaiser (including prescription, vision, and psychiatric care)
 - 6 b) Sigma (including prescription)
 - 7 c) Preferred 100 administered by Stateco
- 8 3) Income Protection
- 9 4) Life Insurance – straight term/\$50,000
- 10 5) Vision Coverage
- 11 6) Psychology Systems (Employee Assistance Program)
- 12 7) Cancer Insurance

13 *(Numbers 6 & 7 choice of the employee.)*

14 7.5 School Administrators who retire after June 30, 1997 shall receive District
15 contribution up to the amount of contribution paid to employees during the
16 year in which the employee retires. All new School Administrators hired for
17 the 1997/98 school year and thereafter shall receive District contribution up to
18 the amount of the contribution paid to the employee during the year in which
19 the employee retires, up to age 65. Administrators hired for the 2004 -2005
20 and thereafter will not receive post health and welfare benefits.

21 The District's contribution toward fringe benefits shall be \$5,364 plus group
22 long-term care insurance. The District will maintain, at the same rate as
23 active employees, long-term care benefits for qualified retired administrators.

24

25

26 //

27

28

ARTICLE VIII – PROVISIONS FOR LEAVE

8.1 *Sick Leave*

Every Management employee employed on a full-time basis will be entitled to one (1) day of paid sick leave for each month in a paid status. Sick leave will be prorated for part-time employees on a proportionate basis based upon the regular hourly assignment of the employee when compared to a full-time employee.

8.1.1 Unused sick leave will accrue from year to year without limit.

8.1.2 A new Management employee reporting for work after the eleventh (11th) working day of the month will not earn sick leave until the following month.

8.1.3 Sick leave for a given fiscal year shall be granted in advance.

8.1.4 An employee absent from duty due to illness or injury shall use all accumulated sick leave before the provisions of extended sick leave shall apply. At the termination of the accumulated sick leave period, the employee shall be eligible for up to five (5) additional months sick leave during which the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the established daily rate paid the substitute employed to fill the position during the absence. The Personnel Office may require medical verification of the cause of absence. (*Ed. Code 44977*)

8.1.5 Any absence due to illness or accident for three (3) or more consecutive days may be required to be verified by the employee's physician or recognized practitioner of those who follow a well-recognized faith which depends upon prayer for healing.

8.1.6 Prior to returning to work after an extended illness, a doctor's verification that the employee is physically able to render full and complete service to the District shall be submitted to the Personnel Office.

8.1.7 In addition, the District may require that the employee undergo a physical examination by the District's physician.

8.1.8 The employee may convert unused sick leave to retirement credit in accordance

1 with Government Code Section 20862.5, or its successor, at the time the employee
2 files a request for retirement.

3 *Legal Reference: Ed. Code 45190, et seq.*
4 *44962-86*

5 8.2 *Industrial Accident Leave*

6 A Management employee shall be provided leave of absence for industrial accident or illness
7 under the following rules and regulations:

8 8.2.1 The accident or illness must have arisen out of and in the course of the employment
9 of the Management employee and must be accepted as a bona fide injury or illness
10 arising out of and in the course of work.

11 8.2.2 Allowable leave shall be for not more than seventy-five (75) working days in any
12 one fiscal year for the same accident.

13 8.2.3 Allowable leave shall not be cumulative from year to year.

14 8.2.4 Industrial accident or illness leave will commence on the first day of absence.

15 8.2.5 Payment for wages lost on any day shall not, when added to an award granted the
16 employee under the worker's compensation laws of the State, exceed the normal
17 wage for the day.

18 8.2.6 Industrial accident leave will be reduced by one (1) day for each day of authorized
19 absence, regardless of compensation award made under worker's compensation.

20 8.2.7 When an industrial accident or illness occurs at a time when the full seventy-five
21 (75) days will overlap into the next fiscal year, the Management employee shall be
22 entitled to only that amount remaining at the end of the fiscal year in which the
23 injury or illness occurred for the same illness or injury.

24 8.2.8 When entitlement to industrial accident or illness leave has been exhausted,
25 entitlement or other sick leave will then be used; but if a Management employee is
26 receiving worker's compensation, the employee shall be entitled to use only enough
27 accumulated or available leave or vacation leave when added to his/her worker's
28 compensation to result in a payment not to exceed his/her full regular salary.

1 8.3 Maternity Leave

2 8.3.1 A Management employee may use sick leave if physically disabled and unable to
3 render service to the District as a direct result of pregnancy.

4 8.3.2 The use of sick leave for pregnancy disability shall be treated the same as any other
5 disability for which sick leave is granted.

6 8.3.3 At any time a Management employee is absent as a result of her physical disability
7 arising out of her pregnancy, the District may request a doctor's verification of her
8 inability to render service to the District.

9 8.3.4 In order to use sick leave for pregnancy disability, the Management employee must
10 have been actually rendering paid service to the District and not on any unpaid
11 leave immediately preceding the disability.

12 8.3.5 A Management employee temporarily disabled as a result of pregnancy,
13 termination of pregnancy, or childbirth may return to duty at any time she is
14 physically able to render full and complete service to the District.

15 8.3.6 Upon returning to duty as a result of her temporary disability, the Management
16 employee must file with the Personnel Office a doctor's verification that she is
17 physically able to render full and complete service to the District.

18 8.4 Parental Leave

19 8.4.1 A Management employee who wishes to take personal leave to prepare for
20 childbirth, to raise a child immediately following childbirth, or upon adoption of a
21 child of pre-school age shall be granted such a leave without pay for up to one (1)
22 year. Such leave may be extended up to one (1) year upon approval of the District.

23 8.4.2 Management employees returning from leaves of one (1) year or less shall have the
24 right to return to their former classification. Upon termination of parental leave
25 beyond one (1) year, the employee shall be placed in the first available vacancy for
26 which he/she is qualified.

27 8.4.3 A Management employee whose child is due to be born during the year may use
28 up to five (5) days alternate sick leave for absences required by pregnancy or

1 delivery. The number of such days taken will be part of the days allowable
2 annually for personal necessity leave.

3 *Legal Reference: Ed. Code 45290 et seq.*
4 *44962 – 86*

5 8.5 *General Leaves*

6 Management employees may be granted unpaid or paid leaves of absence for personal
7 reasons or reasons of health not to exceed one (1) year, subject to Board approval.

8 8.6 *Personal Necessity Leave*

9 Personal necessity leave shall be limited to circumstances serious in nature which the
10 Management employee cannot reasonably be expected to disregard. Absences pursuant to
11 this leave provision normally necessitate the Management employee's immediate physical
12 presence elsewhere and involve matters which cannot be accomplished at any other time.

13 8.6.1 In any year a maximum of six (6) days of accumulated sick leave may be used for
14 personal necessity reasons as defined below.

15 8.6.2 Under personal necessity leave, the Management employee shall not be required to
16 secure advance permission for leave taken for any of the following reasons:

17 8.6.2.1 Death or serious illness of a member of his/her immediate family.

18 8.6.2.2 Accident involving his/her person or property or the person or
19 property of a member of his/her immediate family.

20 8.6.2.3 Imminent danger to the home of a Management employee, occasioned
21 by an event such as flood or fire serious in nature which under the
22 circumstances the Management employee cannot reasonably be
23 expected to disregard, and which requires the attention of the
24 Management employee during his/her assigned hours of service.

25 8.6.3 Other personal necessity leaves allowable shall be limited to the following:

- 26 • Appearance in court as litigant;
- 27 • Paternity;
- 28 • Bereavement beyond the number of days allowable in the Bereavement

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Leave rule.

*Legal Reference: Ed. Code 45190 et seq.
44962*

8.7 *Bereavement Leave*

A Management employee shall be entitled to four (4) days leave of absence for travel up to 400 miles and six (6) days if travel beyond 400 miles is required for the death of any member of his/her immediate family. Members of the immediate family as used in this Section mean the mother, father, grandmother, grandfather or a grandchild of the Management employee or of the spouse of the Management employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Management employee, any relative living in the immediate household of the Management employee or a person standing in loco parentis. No deduction shall be made from the sick leave or salary of such Management employee due to such leave of absence.

8.8 *Leave for Judicial and Official Appearances*

8.8.1 Management employees shall be entitled to 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, or to serve as a juror.

8.8.2 Any compensation received for appearance as a witness or for serving as a juror under this Section shall be endorsed over to the District so that the employee's compensation for any days of absence for the above purposes shall not be in excess of, or less than, his/her regular pay. Travel expense reimbursement shall not be payable to the District.

8.9 *Military Leave*

8.9.1 The status of a Management employee shall not be affected by virtue of induction or call to active duty in any branch of the Armed Forces of the United States of America or the State of California.

8.9.2 During Reserve Corps and National Guard emergency military service periods, the time for which is ordered by the President of the United States or the Governor of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

California will be leave granted to the Management employee as necessary.

*Legal Reference: Ed. Code 45190 et seq.
44962 – 86*

//

SIDELETTER

The Governing Board and the Management employees of the Mt. Pleasant School District hereby agree that the provisions of Sections 3.6 and 3.8 of the Management Agreement do not apply to Management employees whose administrative employment begins prior to July 1, 1992. This exclusion therefore applies to the following Management employees:

Antoinette Cook
Wendy Hendry
Bill Jordan
Sandy Meyer
Roy Shiba
Vincent Sunseri
Mary Tidwell
Joseph "Jay" Totter

DATED: January __, 1994

For the Management Employees:

DATED: January __, 1994

For Mt. Pleasant School District:

**AGREEMENT BETWEEN MT. PLEASANT ELEMENTARY SCHOOL DISTRICT
AND MANAGEMENT EMPLOYEES**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Mt. Pleasant School District

George Perez, Superintendent

Date

Management Employees:

Laurie Aknin

Date

Laurie Clarque Breton

Date

Toni Cook

Date

Leigh Duggan

Date

Mariann Engle

Date

Diane Haywood

Date

Mike Kelly

Date

Elida MacArthur

Date

Sandy Meyer

Date

Laura Pham

Date

Peter Scarsdale

Date

Roy Shiba

Date

Julie Howard

Date

Patty Pizziol

Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28