

TENTATIVE AGREEMENT

Between

MOORPARK UNIFIED SCHOOL DISTRICT

And

MOORPARK EDUCATORS' ASSOCIATION

The Moorpark Unified School District formally submits to the Moorpark Educators Association this continued negotiations proposal for additional compensation for the 2024-2025 school year.

Adjustments in employee compensation are commensurate with the District's obligation to maintain fiscal stability while balancing the interest of a competitive workforce. The District proposes the following:

Retroactive to March 1, 2025:

- On-schedule increase of 2% to the certificated, CTE, and counselor salary schedules, including anniversary increments.

Additionally, the parties agree to modification to the following Articles in the Master Agreement:

ARTICLE V: WORKING HOURS AND CALENDARS

Section 5. Duties and Approved Activities

- A. The District shall attempt to minimize bus and yard duty for classroom teachers. There shall be equitable distribution of such duties and other personnel shall be used to decrease teacher coverage as much as possible. If requested, the Superintendent shall meet with the Association once per semester to discuss any problems in this area.
- B. As part of a secondary teacher's professional obligation and work day, they shall attend and participate in Back-to-School Nights and graduation/promotion ceremonies, not to exceed two (2) evenings. As part of an elementary teacher's professional obligation and work day, they shall attend and participate in Back-to-School Night and one additional program for parents per school year. Also, during parent conference weeks, one (1) evening may be set aside for parent conferences and unit members will participate as part of their work day if needed.
- C. Teachers in grades TK-5 shall not have bus duty on Friday afternoon.

Section 6. Work Calendars

- A. The District and the MEA agree that a work calendar for each subsequent school year shall be mutually developed by June 1, of each calendar year through a meet and confer process. (School year calendars Appendix D and Appendix E.)
- B. The number of scheduled workdays for teachers shall be one hundred eight-five (185) per school year, unless otherwise agreed upon. Students shall be scheduled to be present for one hundred eighty (180) of the scheduled workdays, with the remaining five (5) workdays scheduled as full inservice days each school year during the term of this Agreement. Two (2) of the inservice days shall be scheduled at the beginning of the school year. Of the two (2) scheduled inservice days at the beginning of the school year, individual teachers may choose to spend one and one half (1 ½) of the days for classroom preparation and legally mandated trainings. Mandated trainings shall be completed by September 30 of each school year, or within the first six (6) weeks of each school year or employment in accordance with Education Code Section 44691. The remaining three (3) inservice days shall be scheduled as full staff development days with input from the Association as to the placement on the school year calendar. On inservice days, the amount of time allotted for lunch shall not be less than one (1) hour.
- C. District nurses may be assigned to by the Superintendent to work up to one hundred ninety-two (192) days per school year. The additional days of work will be paid at the unit member's daily rate which is based upon the unit member's placement on the certificated salary schedule.
- D. Minimum days may be scheduled by the District as follows:
 - 1) In Grades TK-5, up to forty-two (42) days, inclusive of Fridays,
 - 2) In Grades 6-8, up to eight (8),
 - 3) In Grades 9-12, up to seven (7), with at least four (4) days used for exams.
- E. Full day staff development programs may be scheduled at the discretion of the District. Students will not be present and site time shall be as provided in Section 2.A.
- F. The District, after consultation with the Association, may schedule up to an additional two (2) hours of inservice training per quarter of a school year beyond the regular site time. Unit members who are required to participate in such inservice shall receive extra pay at the hourly inservice rate established by Article XV, Salary Schedules.

ARTICLE VIII: SAFETY

It is understood that safety standards and procedures for enforcement are adequately covered in portions of the government code and shall not be duplicated within this Agreement.

The District and the Association have an important interest in providing a safe, healthful working and learning environment for employees and pupils. The District acknowledges that all students

and staff have the right to attend safe, healthful and secure campuses. MUSD will act in compliance with its legal responsibilities pursuant to all health, safety and sanitation requirements imposed by local, state, or federal law or regulations adopted under local, state, or federal law, including but not limited to any and all guidelines or mandates issued by local, state, or federal public health authorities or by Cal/OSHA.

The District shall make available to all bargaining unit members information about Education Code, Board Policy, and any local/state/federal regulations that govern the creation and implementation of district and comprehensive school safety plans (CSSP), including the Injury and Illness Prevention Program (Cal/OSHA IIPP), district Emergency Operations Plan (EOP), and Workplace Violence Prevention Plan (WVPP). The Moorpark Educators' Association reserves the right to appoint ~~two members~~ a member to the District Safety Committee.

In this Article the following definitions apply:

- 1) Workplace – All District property and any place away from the District or where it is visible from the school site and/or District students are engaged in a school related activity.
- 2) Scope of Employment – Any duties performed as a District employee. Exclusions are: conferences, MEA and District social functions where District students are not present.
- 3) Reasonable Suspicion – A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that an employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. It may be based on reliable information that the employee is currently using or has recently used or possessed a controlled substance, or open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as, but not limited to, slurred speech, red and/or watery eyes, unsteady gait, dilated pupils, or sleeping on the job.

Section 1: Vaping, Smoking, Controlled Substances

- A. Vaping, smoking, ~~using THC~~ and use of THC and tobacco products shall be prohibited on District property and within 1,000 feet of District property, including District parking lots, and in vehicles owned and operated by the Moorpark Unified School District. This shall apply to all buildings, grounds, and vehicles, as well as employees acting within the scope of employment while off campus.
- B. The District encourages and will reasonably assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation through available health benefits. The District will reasonably accommodate any employee with an alcohol or drug dependency, as long as such reasonable accommodation does not impose an undue hardship on the

District. Sick leave and/or contractual unpaid leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. Depending on the circumstance, an employee may be permitted to participate in out-patient treatment and/or in-patient treatment before a final dismissal.

- C. All employees must notify the Superintendent ~~in~~ within five (5) days of any drug statute conviction or citation or of any under the influence of drugs or alcohol conviction or citation for a violation occurring in any workplace or while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence by any judicial body.
- D. No employee shall manufacture, distribute, dispense, possess, consume, use, or be under the influence of alcohol or any controlled substance, including THC, in the workplace or when acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possesses, consumes, uses, or is under the influence of alcohol or other controlled substance, including THC, at any workplace or while acting within the scope of employment or who is convicted of driving under the influence of alcohol or a controlled substance, including THC, with a pupil or another employee while acting within the scope of employment is subject to discipline up to and including termination, even for a first violation depending on the facts of the case.

Mere possession of sealed and unopened liquor products in a member's vehicle is not in and of itself a matter for discipline unless otherwise prohibited by law.

The terms illegal drugs and controlled substances include all chemical substances or drugs, including THC, listed in any controlled substance laws or regulations, such as the Federal Controlled Substances Act and California Health and Safety Codes, Sections 11054 to 11058.

The possession or use of prescription drugs under and consistent with the specific directions of a physician, which do not seriously impair the performance of an employee or render the employee unfit to work with children are not prohibited.

- E. The District has the right to search any District property, such as desks, lockers, cabinets, or other property at any time for any reason. However, a bargaining unit member's locked desk may not be searched unless there is reasonable suspicion related to prohibitions concerning drugs or alcohol.
- F. A District official with authorization from the Superintendent or his/her designee may inspect an employee's personal property when there is reasonable suspicion to believe that the employee is in violation of the prohibitions concerning alcohol, illegal drugs, or controlled substances, including THC, and the employee is advised about the reason for the inspection. The employee may request an Association designated representative to be present during the inspection.

An employee's personal property will not be inspected without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to an inspection after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the facts of the case.

- G. The District, when there is reasonable suspicion, may request that an employee submit to drug and alcohol testing. Reasonable suspicion normally requires either information from a person who is known and whose credibility can be carefully weighted or another reasonable ground for suspecting that the testing will turn up evidence that prohibitions concerning alcohol, illegal drugs, or controlled substances, including THC, have been violated. A reasonable ground includes but is not limited to the employee appearing to be under the influence of alcohol or drugs, the employee being found in possession of alcohol or suspected controlled substances, including THC, the employee being involved in an accident whose nature indicates impairment of ability of judgement or the employee being involved in an incident in which a safety precaution was violated or a careless act was performed. The District also may request that an employee submit to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to such testing. No discipline shall be imposed, however, unless the employee is advised about the reason for the testing and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline. However, such discipline will not be based solely on such refusal, but shall be based on all the facts of the case.

Any consent or refusal to submit to the testing shall be in writing. If the employee consents to the testing, the employee also shall authorize in writing the release of the medical information. If the employee consents to the testing but refuses to authorize the release of the medical information, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence. If the employee refuses to release the medical information to the District, it will not be available to assist the employee in any decision regarding discipline.

The District representative and the Association representative, if requested by the employee, may be present according to the policy and procedures of the lab or clinic and should escort the employee to the independent laboratory and/or clinic.

The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:

- 1) Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substance.
- 2) Preserve and mark all specimens yielding positive results.

3) Return the lab report and any other information showing results to the District with written consent of the employee as specified in Section H. of this Article. If the first laboratory test shows positive results, the specimen will be tested again using a different test methodology. The employee may be asked to provide an additional specimen under the procedures described above.

Any second test must confirm a positive first test for evidence of alcohol or drug use.

A District representative will attempt to interview any employee where a test shows positive results. The employee will be given an opportunity at such interview to explain the positive test result. If such explanation is satisfactory to the District representative, no discipline shall result from this test.

- H. Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
- I. The District agrees to hold harmless, save and defend the Association and any officer, agent or employee thereof from any and all liability for damages or attorney's fees and costs arising out of any claim against the Association or such person or persons concerning the interpretation or application of these drug testing provisions.
- J. The District and the Association intend that these provisions shall be interpreted so as to give effect to all constitutional and statutory rights of employees, and to provide employees freedom from unreasonable searches.

Section 2: Emergency and Disaster Preparation

- A. The District shall provide each classroom with emergency supplies, including but not limited to, rubber gloves, flashlight, emergency toileting supplies, and any other items which may be reasonably necessary and unique to a work location.
- B. Each classroom and major work area shall have communication devices, such as telephones, for use during the workday.
- C. The District shall have a procedure for reporting alleged unsafe and unhealthy conditions to management. The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy.
- D. Pursuant to Government Code, the California Emergency Services Act of 2013, and the California Code of Regulations 3100-3109, in the event of a declared natural disaster, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, Bargaining Unit Members are Disaster Service Workers and may be subject to disaster services activities that are assigned to them by their supervisor.

- E. In the event of a closure of District facilities, including but not limited to earthquakes, fires, high winds, power outages, quarantine, pandemic, poor air quality, safety threat (e.g. bomb threat, shooting threat, etc.), or government order, bargaining unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall instate the make-up day(s) negotiated in the instructional calendar and negotiate any additional make-up days as necessary. Bargaining Unit Members will work the replacement day(s) not to exceed the combined negotiated number of days and professional hours.
- F. The District shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations and/or policies issued by federal, state, and local regulatory agencies such as OSHA, Cal/OSHA, the EPA, and GSA

Section 3: Student Discipline

The District shall, upon request, make available to teachers copies of laws covering the discipline and rights of pupils. Pursuant to Education Code 49079, the District also shall notify teachers if it has reliable information that students under their supervision have been convicted or disciplined for violent behavior or for the possession of weapons.

Section 4: Workplace Violence Prevention

Every employee is responsible for the safety of himself/herself as well as others in the workplace. To achieve this goal of maintaining a safe workplace, everyone must be mindful of safety at all times.

In compliance with California law, and to promote the concept of a safe workplace, the District shall establish, communicate, and maintain a Workplace Violence Prevention Plan (WVPP). The WVPP shall be in effect at all times and work areas and be specific to the hazards and corrective measures for each work area and operation.

All employees shall report all threats or acts of workplace violence to their immediate supervisor who will inform the appropriate WVPP administrator.

The WVPP shall be in writing and available to all employees.

ARTICLE X: EVALUATIONS

(Entire Article has been updated to reflect current practice)

The parties agree that the purpose of the formal evaluation process is to assess the performance and effectiveness of each unit member. Additionally, the intent of this process is to ensure quality education, enhance student learning and well-being, recognize and/or improve practice, and offer a system of support, if appropriate. The parties also agree that the evaluation process involves establishing professional goals, encouraging meaningful dialogue between professional educators, speech and language pathologists, counselors, and certificated nurses that promotes

reflection upon their practice, and provides an opportunity for growth, with the ultimate goal of improving student learning and well-being.

Formal evaluation and assessment of the performance of each unit member shall be made on a continual basis 1) At least once each year for probationary and temporary certificated personnel, 2) At least every other year for certificated personnel with permanent status, and 3) At least every five (5) years for certificated personnel with permanent status who have been employed for at least ten (10) years with the District, are fully credentialed to teach or act in the subject or position, and whose previous evaluation is rated satisfactory.

Section 1. Teachers and Speech and Language Pathologists (SLPs)

The evaluator shall conduct formal and informal observations and formal evaluations. The formal evaluation process for teachers and SLPs shall consist of goal setting and pre-observation meetings between the evaluating administrator and educator, in-class formal and informal observations, post-observation meetings and evaluations, as well as written overall evaluations that will be placed in their permanent file. The formal evaluation and assessment of teacher and SLP competence, pursuant to the Stull Act Evaluation procedure, shall not include the use of norms established by standardized tests.

- 1) *The Stull Act Evaluation Procedure* shall be used to assess teacher and SLP competency. The District will observe, assess, and evaluate competency based on the *California Standards for the Teaching Profession* (CSTP). In addition, the District shall evaluate employee competency based on the following criteria:
 - A. The progress of pupils toward the standards of expected student achievement at each grade level in each area of study and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments
 - B. Instructional techniques and strategies used by the employee
 - C. The employee's adherence to curricular objectives
 - D. The establishment and maintenance of a suitable learning environment, within the scope of the employee's job responsibilities
 - E. Additional evaluation and assessment guidelines or criteria related to an employee's job responsibilities
 - F. The evaluation and assessment of employee competence pursuant to the Stull Act Evaluation Procedure shall not include the use of publishers' norms established by standardized tests.
- 2) The evaluator and the teacher/SLP shall meet for an annual goal setting conference no later than November 1 to establish mutually agreed upon at least two (2) professional growth goals and objectives. If a mutual agreement on the specific goals and objectives is not reached, the evaluator shall have the right to establish no more than two (2) professional growth goals and objectives. The teacher/SLP may attach a written statement indicating his/her disagreement with the specific goals and objectives. The evaluator shall

contact the employee to schedule a conference at least forty-eight (48) hours prior to the goal setting conference, excluding nonwork days.

- 3) The evaluator will schedule formal observations at mutually agreed upon times. The evaluator will formally observe the employee for a minimum of thirty (30) minutes, and the observation evaluations will be based on the lessons using CSTP standards. The employee shall submit lesson plans for all formal observations not less than twenty-four (24) hours prior to the formal observation date.
- 4) A post-observation conference and formal observation evaluation shall be held after each formal observation. The time periods in this provision shall be set aside during any period in which the employee or the evaluator is absent on the scheduled day of the post-observation conference. The evaluator may conduct a reasonable number of additional formal and informal observations or assessments within their discretion prior to issuing formal evaluations at the conclusion of an evaluation period. Employees who are in probationary, temporary, or intern status shall be scheduled to be formally observed and evaluated at least two (2) times per year.
- 5) A formal evaluation conference and evaluation shall be scheduled between the evaluator and the employee to discuss the formal evaluation. The evaluator shall contact the employee a minimum of forty-eight (48) hours prior to the formal evaluation conference, excluding non-work days. Written formal evaluations shall include recommendations, if necessary, as to areas or improvement in the overall performance of the employee. Formal evaluations made pursuant to this procedure shall be transmitted in writing to the certificated employee no later than thirty (30) calendar days before the last school day in which the evaluation takes place. Certificated personnel shall have the right to initiate a written response to the formal written evaluation. This response shall become a permanent attachment to the written formal evaluation and placed in the employee's personnel file.
- 6) Tenured certificated employees who received all satisfactory performance ratings on their most recent formal observation and written performance evaluation may, with the evaluator's approval, elect to implement an alternative to the formal observation as part of the evaluation process and instead elect to participate in the Alternative Evaluation process. The Alternative Evaluation proposals are due to the evaluator by the thirtieth (30th) instructional day of the school year. The evaluator must approve the proposal by the first workday of November or the evaluation will automatically revert to the standard formal observation and evaluation process. Teachers will schedule a mid-year progress conference by the ninetieth (90th) instructional day with the evaluator and a final assessment conference with the evaluator at least forty-five (45) calendar days prior to the end of the school year. An incomplete or poorly implemented alternative evaluation will result in a formal evaluation the subsequent year using the standard formal observation and evaluation process.
- 7) Bargaining unit members shall not evaluate other bargaining unit members.
- 8) The District retains the right to prepare and utilize Stull Act evaluation forms relating to the observation, evaluation, and assessment of the job performance of each bargaining member. Prior to the adoption of any Stull Act forms, the District shall seek input from

the Association to ensure compliance with this Agreement and to assure that the Association has reasonable opportunity to assist in the development of new evaluation criteria or procedures.

- 9) If, during the term of this Agreement, the Legislature should modify the Stull Act (Sections 44660 through 44665 of the Education Code), this Article shall be reopened for negotiations.

Section 2: School Counselor and Certificated Nurse Evaluations

- 1) School counselors shall utilize the formal evaluation process outlined in Sections 1 and 3, but will be exempt from the formal observation requirement. Additionally, the school counseling standards shall be utilized for the formal evaluation rather than the CSTPs.
- 2) Certificated nurses shall utilize the formal evaluation process outlined in Sections 1 and 3, but will be exempt from the formal observation requirement. Additionally, the certificated nurse standards shall be utilized for the formal evaluation rather than the CSTPs.

Section 3: Unsatisfactory Evaluations

- 1) In the event an employee is not performing his or her duties in a satisfactory manner, the District shall notify the employee in writing of their less than satisfactory performance. The District shall thereafter confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance. When any permanent certificated employee has received an evaluation with a rating that is less than satisfactory, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the District.
- 2) No employee shall receive an *unsatisfactory* evaluation unless there were at least two classroom observations during the school year of at least thirty (30) minutes in duration prior to the unsatisfactory evaluation. These two (2) classroom observations shall be followed by a written observation report or post-observation conference within reasonable amount of time. The teacher and evaluator shall meet prior to the first observation to mutually determine the actual date and time of the classroom observation, the class procedures, and the techniques and objectives of the lesson. The evaluator shall contact the employee a minimum of 48 hours, excluding non-workdays prior to the evaluation conference. The employee shall submit a comprehensive written lesson plan to evaluator at least twenty-four (24) hours prior to the observation.
- 3) In the case of additional evaluations because of an unsatisfactory rating, an employee may select a mutually agreed upon monitor to be present during the formal observation with the evaluator. This monitor shall be a member of the bargaining unit who has expertise, including recent experience, in the type of activity for observation, who is in good standing, and who has received all satisfactory ratings on their most recent evaluation. If a monitor is present at the formal observation, the monitor will provide the employee and the evaluator with a completed copy of their notes from the formal observation.

- 4) Any less than satisfactory formal evaluations in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the District, participate in a program designed to improve appropriate areas of the employee's performance and further pupil achievement and the instructional objectives of the District. If an employee is required to participate in such an improvement program or plan, the program or plan shall relate to the less than satisfactory rating. Release time shall be provided when required by the nature of the program or plan. The program shall not require costs to the employee unless agreed to by the employee. If the plan includes peer participation, the relationship between the participating teaching and his or her peer should be confidential.
- 5) Any certificated employee who receives an unsatisfactory rating on an evaluation may participate in the Peer and Review Program (PAR) for Teachers pursuant to Education Code 44500 when funding is available to support the program and both parties have mutually agreed to reactivate the PAR program as defined in Article XI of the CBA.

ARTICLE XIII: LEAVES

Leaves are defined as authorized time away from work and may be with or without pay as specified herein.

Section 1. Personal Illness and Injury Leave

- A. Full-time unit members shall be entitled to ten (10) days leave with full pay each year during the term of this Agreement for purposes of personal illness or injury. Unit members who work less than a full-time day shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours of scheduled duty per week for a full-time certificated member in a comparable position.
- B. Unused sick leave shall accumulate from year to year.
- C. Members of the bargaining unit must notify the District of absence as soon as the necessity to be absent becomes known to the employee, preferably not later than six o'clock (6:00) a.m. of the day of the absence. The employee shall notify the District by calling the District office or by utilizing the District designated absence management system.
- D. A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, up to one full day shall be deducted from accumulated leave.
- ~~E. Extended Sick Leave (Education Code sections 44977 and 44978.1)-Effective January 1, 1999;~~

During each school year, when ~~a bargaining unit member~~ a teacher has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of personal illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.

During each school year, when a school counselor, school nurse, or speech and language pathologist has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of personal illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall be one half (.5) of their regular pay on the salary schedule.

The bargaining unit member shall provide the District with medical verification of the personal illness or injury ~~upon request to access~~ Extended Sick Leave. Such verification shall be signed by a licensed physician of California. If no physician verification is received, salaries will be reduced by the full daily rate for the unverified absences. The physician's verification for personal illness or injury must be received within ten (10) calendar days of the absence to be valid to access Extended Sick Leave.

For purposes of this provision, sick leave, including accumulated sick leave, and five-month period shall run consecutively. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. The District may require a physician's certificate to verify an employee's illness and/or recovery sufficient to permit performance of his/her contractual duties before the employee may return to duty.

In accordance with FMLA Section 825.213, if a member does not return to work following medical leave for a reason other than:

- 1) the continuation, recurrence, or onset of a serious health condition which would entitle him/her to medical leave; or
- 2) other medical circumstances beyond his/her control,

the member shall be required to reimburse the District for health insurance premiums paid on his/her behalf during the leave.

F. Exhaustion of Extended Sick Leave

When a member of the bargaining unit has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided immediately above, and the member of the bargaining unit member is not medically able to resume the duties of his or her position, the member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. The 24 month or the 39 month period shall commence at the expiration of the five-month period of partial paid sick leave or at the expiration of any unpaid leave granted by the District.

When the unit member is medically able, as determined by a physician selected or agreed to by the District, during the 24- or 39-month period, the member shall be returned to employment in position for which he or she is credentialed and qualified. If the member does not return to work during the 24 month or 39-month period, the member shall be taken off the reemployment list and shall have no further reemployment rights in the District. If the District selects a physician, the District shall pay all professional fees for the medical exam and report.

For the
DISTRICT _____ Date _____

For the
MEA _____ Date _____