

AGREEMENT
Between
MODESTO CITY SCHOOLS
And
MODESTO TEACHERS ASSOCIATION

On Thursday, February 17, 2022, Modesto City Schools and the Modesto Teachers Association (collectively referred to as the “Parties”) met and negotiated.

The Parties entered into the attached tentative agreement regarding Article IV Hours of Employment and related exhibits, which shall be effective commencing the 2022-23 school year.

Following ratification of the tentative agreement by the Parties, the tentative agreement will be attached to the current version of the collective bargaining agreement.

The Parties intend to incorporate the tentative agreement and any subsequent negotiated revisions into the 2022-23 Collective Bargaining Agreement between the Modesto City Schools and the Modesto Teachers Association following completion of negotiations for the 2022-23 school year.

This tentative agreement is subject to ratification by the general membership of the Modesto Teachers Association and by the Board of Education of the Modesto City Schools.

MODESTO CITY SCHOOLS

By _____
Roman Muñoz, Chief Negotiator

Date

MODESTO TEACHERS ASSOCIATION

By _____
Chris Peterson, Chief Negotiator

Date

By _____
Yaser Herrera, Executive Director

Date

ARTICLE IV

HOURS OF EMPLOYMENT

1 A. The regular employee work day is defined as follows:

2
3 1. For Grades TKindergarten and Kindergarten:

4
5 For TK-K teachers who do not teach Full Day, 200 minutes of contact time including
6 recesses and excluding lunch, and an additional 60 minutes assisting other transitional
7 kindergarten or kindergarten teachers (or primary level class if no transitional
8 kindergarten or kindergarten exists).

9
10 For TK-K teachers who teach Full Day, the same minutes as primary teachers, and no
11 requirements to assist other TK-K teachers (or primary level class if no TK-K exists).

12
13 2. For Grades 1-6:

14
15 Based on the student attendance calendar of 180 days, the Association and District
16 agree that primary teachers will be responsible for at least 50,400 minutes annually of
17 student contact time and intermediate teachers will be responsible for at least 54,000
18 minutes of contact time. In no case shall the 50,400 minutes total and the 54,000
19 minutes annually total, respectively, be exceeded by more than 100 minutes for the
20 year.

21
22 Elementary schedules for each site shall be mutually developed by the teachers and
23 principal subject to District Office approval. The start and end times will not be
24 adjusted by the District in excess of 20 minutes from the 2015-16 bell schedules
25 without negotiations. All grades shall have at least one recess that is a minimum of
26 fifteen (15) minutes in length. The District will adjust daily bell schedules to maximize
27 daily prep schedules, but duration of lunch and recess shall not be changed.

28
29 3. For Grades 7-8:

30
31 330 minutes, including a preparation period equivalent to a student instructional period,
32 and excluding lunch. If Modesto City Schools does not meet the definition of a rural
33 school district, the parties agree to adjust start times to comply with Education Code
34 46148 as of July 1, 2022.

35
36 4. For Grades 9-12:

37
38 ~~330~~ 378 minutes, including a preparation period equivalent to a student instructional
39 period, ~~and~~ excluding lunch, and a lunch passing period. The instructional year shall
40 consist of a minimum of 64,800 instructional minutes. The 64,800 annual instructional
41 minutes requirement shall not be exceeded by more than 200 minutes in any year. For

1 traditional schedule sites, there will be six (6) 58-minute periods with 30 minutes
2 passing time and a 35 minute lunch (this excludes a six (6) minute passing period that
3 is not considered instructional time) Exhibit C. If Modesto City Schools does not meet
4 the definition of a rural school district, the parties agree to adjust start times to comply
5 with Education Code 46148 as of July 1, 2022.

6
7 Modified Bell Schedules for 9-12 Schools: A modified block schedule for 9-12 schools
8 is effective July 1, 2010. The modified block schedule for 9-12 schools is effective
9 July 1, 2022 (Exhibit "D"). Block schedules may be implemented at a site with the
10 vote of 60% of the total number of teachers at the site. A site may terminate the block
11 schedule following the vote of 60% of teachers at the site, and the site will be returned
12 to the previous schedule. A site that does not have a previous non-block schedule shall
13 default to high school bell schedule Exhibit C-2. A vote to change the schedule must
14 be completed by January 31 for implementation in the following school year. The
15 election shall be run by MTA site representatives in collaboration with site
16 administration. For the purpose of the Modified Bell Schedules for 9-12 schools, the
17 term "teachers" as defined in Article III, Section B is incorporated herein.

18
19 5. For Continuation High Schools and Opportunity School:

20
21 300 minutes (7 equal periods), including a preparation period equivalent to a student
22 instructional period and excluding a 15 minute break.

23
24 The seven periods shall continue to be assigned consecutively except individual
25 teachers may be scheduled between ~~7:45~~ 8:30 a.m. and ~~6:10~~ 6:55 p.m. For the 2022-23
26 school year, the student instructional day will start at 9:00 a.m.

27
28 A teacher shall be assigned either to the morning session or the afternoon session. No
29 teacher shall be assigned from the morning session to the afternoon session, or from the
30 afternoon session to the morning session without a teacher agreement.

31
32 The District may schedule double sessions (classes) between ~~7:45~~ 8:30 a.m. and ~~6:10~~
33 6:55 p.m. For the 2022-23 school year, the student instructional day will start at 9:00
34 a.m.

35
36 6. School Psychologist/Social Worker:

37
38 a. Each school psychologist shall work a professional workday. The school
39 psychologists' professional workday will include their availability for before or
40 after school student meetings related to their job duties. This includes but not is
41 limited to student counseling needs, Student Study Team (SST), Section 504, and
42 Individualized Education Plan (IEP) meetings in addition to ensuring assessment
43 guidelines and timelines are met related to these. A professional workday includes
44 participation is staff development programs, department meetings and other
45 professional activities related to their assignment. The District and the Association
46 recognize that activities in furtherance of these duties are work related.

1
2 b. Beginning 2017-18, psychologists will maintain Local Education Agency (LEA)
3 Medi-Cal billing. This duty will be added to the job description as a specific
4 responsibility. The beginning and ending established times will no longer be in
5 place.
6

7 7. Hourly Independent Study Teachers
8

9 a. A teacher that is a regular teacher with the District may work no more than 4 hours
10 per school day outside of the school day, including but not limited to Independent
11 Study and Home and Hospital. The four (4) hour limit may be exceeded due to
12 mandated testing or vacation/holiday periods.
13

14 b. A teacher that only works in the Independent Study Program may work up to 45
15 hours per week.
16

17 c. Special Education Independent Study Teachers shall be compensated for IEP's,
18 triennial reviews, annual reviews and necessary IEP meetings pertaining to
19 evaluations. If a Special Education Independent Study teacher is required to
20 perform the duties pertaining to a triennial review they shall be compensated for
21 four (4) hours, and if they are required to perform the duties of an annual review,
22 they shall be compensated for two (2) hours. Duties include student assessment,
23 writing of the report, coordination of the IEP meeting, and completion of IEP
24 documents.
25

26 8. Cal-SAFE Teachers: The workday for Cal-SAFE members of the bargaining unit shall
27 be 450 minutes per day including recess, preparation and a duty-free lunch of at least
28 30 minutes. The Cal-SAFE program is administered, directed and supervised by the
29 District's Alternative Education Program, not Child Development and paid from a
30 separate salary schedule.
31

32 9. Full-time School Counselor schedules may be modified to provide assistance to
33 students before and after school. Prior to the first student instructional day, the site
34 administrator will develop a schedule after receiving input from the counselors. No
35 involuntary assignment shall be made to periods 0-6 or 2-8 if there is a qualified
36 volunteer for the assignment periods needed. If a counselor is involuntarily assigned to
37 a 0-6 or 2-8 schedule, they will not be involuntarily assigned to a 0-6 or 2-8 schedule
38 the following year, unless there are three or fewer counselors at a site. If there are
39 fewer than three counselors at a site, a counselor may be involuntarily assigned a
40 maximum of two years in a row. Sites shall have the flexibility to choose all 0-6 or 2-8
41 schedules. A modified schedule does not excuse a counselor from participating in
42 other required job duties as a part of the professional work day.
43
44

45 During State mandated testing, hours of employment may be modified from the
46 aforementioned instructional minutes per day, as long as the total instructional minutes does

1 not exceed the instructional minutes for the week outlined in this section.
2

- 3 B. The District and the Association recognize that the varying nature of an employee's
4 day-to-day professional responsibilities does not lend itself solely to a workday of rigidly
5 established length.
6

7 In addition to performing duties as assigned during the regular employee work day,
8 employees may be required to perform other duties, many of which shall occur outside of
9 the regular employee workday but are still related to the assigned duties. Such duties
10 include, but are not limited to, planning and selecting and preparing materials for
11 instruction; preparing substitute lesson plans, receiving and evaluating work of pupils,
12 providing evidence that students progress toward established standards as part of the course
13 curriculum; ensuring adequate direction and supervision of students immediately prior and
14 immediately subsequent to the beginning and ending of the student attendance day;
15 conferring and counseling with pupils, parents, staff, and administrators; keeping records;
16 inputting, attendance, and report card marks in District approved system; attending faculty,
17 department and grade level meetings (see C below); participating in staff development
18 programs and other professional activities relating to the employee's assignment; and
19 studying current literature to keep abreast of developments within the subject matter taught
20 by the employees. 7-12 assignment grades will be inputted every two weeks throughout the
21 year. 3-6 grade teachers will input one grade for each content area at each progress
22 reporting period. The TK-12 teachers shall have three (3) full workdays after the end of the
23 grading periods (not including weekends and holidays) to submit grades into the District
24 approved system. The District and the Association recognize that activities in furtherance
25 of these duties are work-related duties.
26

27 1-6 teachers will not have yard duty.
28

29 Since TK-3 and 4-6 student schedules must overlap, TK-6 teachers shall be available to
30 provide supervision of students before and after school necessary to implement the longer
31 day plan. The District will make an effort to minimize additional supervision requirements.
32

33 It is understood and agreed that although the overall amount of time required of employees
34 to perform their duties should be substantially equal, the proportion of time that these duties
35 require the presence of the employee at the work site may vary according to the nature of
36 the employee's duties and responsibilities. Such non-work site activities are part of the
37 employee's duties.
38

39 C. TK-12 Meetings
40

41 The total number of school-wide faculty meetings involving all staff shall not exceed eight (8)
42 per year and shall not exceed sixty (60) minutes per meeting. The meetings may include all
43 credentialed staff, department/grade level, professional learning communities or 7-12 level
44 instructional teams.

45 The District shall not schedule meetings before 11:00 am on a mutually agreed upon non-
46 student work day prior to the first student attendance day to allow for the MTA General

1 Membership meeting. In addition, the District shall not schedule meetings on any day of
2 the MTA Representative Assembly, MTA Board of Directors Meeting or General
3 Membership meeting (excluding the meeting scheduled prior to the first day of school). A
4 staff meeting prior to the first student attendance work day shall not exceed two and one
5 half (2.5) hours but does count as a meeting for the month. This meeting shall not count
6 towards the annual maximum number of staff meetings.

7
8 Certificated employees will not be required to attend more than four District meetings per
9 year.

10
11 Notice of Meeting – The District will provide a draft agenda for all meetings teachers are
12 required to attend which must be posted at least forty-eight (48) hours in advance, excluding
13 weekends and holidays.

14
15 Staff meetings should not be called unless they are needed. Information that does not require
16 discussion or explanation should be handled in writing. The limitation on full staff meetings
17 should not be circumvented by breaking up the staff into grade level groups. During any staff
18 meeting, teachers may be broken into groups (by grade level or department as part of the staff
19 meeting).

20
21 Attention should be given to the setting of the agenda, control of discussion, and generally
22 conducting the meeting with an understanding that other peoples' time is important and a
23 sensitivity to the reality that they are tired at the end of the day.

24
25 In addition to the above, the Superintendent has agreed that principals should not hold
26 meetings unless they are needed. He/she has agreed to review the excess meetings with
27 principals to solve the problem.

28
29 A site staff meeting is defined as a meeting which TK-12 teachers are required to attend.
30 Grade level or department meetings held during the workday are not considered site staff
31 meetings.

32
33 Starting with the 2019-20 school year, 26 early release days will be scheduled for
34 collaboration. In order to facilitate scheduling, these early release collaboration days shall
35 be scheduled on the same day of the week throughout the school year and will be mutually
36 agreed to by District and MTA. The daily instructional time and work hours will be
37 adjusted as appropriate to meet the annual student contact times as agreed. Teachers are
38 required to remain on site unless directed otherwise. Planning for early release will be
39 developed in consultation with the site leadership team.

40
41 Collaboration time shall be defined as follows:

- 42
43 1. Collaboration time will involve teachers and administrators working together to improve
44 student achievement by clearly defining the content and skills students must learn,
45 creating common formative assessments to determine student acquisition of those content
46 and skills, examining student data to determine remediation or progression plan, working

1 collaboratively to identify most effective research-based instructional practices,
2 development of lessons, and working together as professionals to engage in job
3 embedded learning.
4

- 5 2. Collaboration agendas shall be mutually agreed upon between the site administration and
6 the Site Leadership Team. These agendas shall be responsive to the needs of the students
7 and focus on improving student achievement. The following four (4) questions will
8 guide collaboration:
 - 9 a. What do we want students to learn?
 - 10 b. How will we know they are learning?
 - 11 c. How will we respond when they don't learn?
 - 12 d. How will we respond if they already know it?
- 13
- 14 3. All teachers shall come prepared to each collaboration meeting and actively participate as
15 an equal member of the team.
16
- 17 4. Site administrators are equal members in the process of improving student achievement
18 and will act to provide support and guidance during collaboration time.
19
- 20 5. Team purposes and best practices may be shared at site leadership and staff meetings.
21
- 22 6. Collaboration time shall not exceed 60 minutes unless the members of the team
23 voluntarily agree to meet for additional time.
24
- 25 7. Site administration in consultation with each collaboration team/department or grade
26 level will mutually agree upon their on-site meeting location.
27
- 28 8. Specialty groups, including but not limited to art, music, shop teachers, etc., may meet
29 off site with job alike teachers from other sites with prior approval of site administration.
30
- 31 9. In order to evaluate and improve the collaboration process, the Association and District
32 shall jointly survey bargaining unit members in November and May of each year
33 regarding the effectiveness of the collaboration structure and/or activities. The survey
34 results shall be collected and disseminated in the aggregate (District-wide), rather than by
35 school site. The joint intent of the survey will be to assist site administration and
36 leadership teams in supporting effective collaboration. The initial survey will occur in
37 spring 2019.
38

- 39 D. In addition to "B" above, employees in grades 7-12 may be required to devote a reasonable
40 amount of time to other duties assigned by the building administrator.
41

42 As a guideline, the time spent by the employee in grades 9-12 on such additional work-
43 related duties should not exceed approximately 15 hours during a school year. In grades
44 7-8, such additional work-related duties, including bus and hall duty, should not exceed 15
45 hours during a school year.
46

1 The local administrator may exceed this guideline only if his/her action is reviewed and
2 approved by the Superintendent. In reviewing the local administrator's action, the
3 Superintendent shall consider the following:

- 4
- 5 1. Uniform and equitable distribution of duties among employees;
- 6
- 7 2. Special needs of the school;
- 8
- 9 3. Special needs, abilities, handicaps, and/or limitations of the individual employee;
- 10
- 11 4. Efficient use of employee time;
- 12
- 13 5. Extent of the employee's voluntary contribution of time to school or District
14 activities.

15

16 E. Length of School Year

17

18 Certificated full-time employees (except psychologists, Child Development Programs and
19 Head Start) will work 185 days consisting of 180 teaching days, two (2) workdays, and
20 three (3) staff development days.

21

22 Effective July 1, 2020, new certificated employees to the District may have up to three
23 additional workdays in their initial year which precedes the scheduled workdays. These
24 additional workdays shall be compensated per day at the Day to Day Substitute Service
25 Rate (First 20 Days).

26

27 Counselors may be scheduled for days mutually agreed to by the counselor and principal.

28

29 Psychologist work year – the total number of assigned days of full-time school
30 psychologists is 190.

31

32 ~~The District and the Association agree to change the high school schedule by extending the~~
33 ~~lunch periods from thirty (30) to thirty five (35) minutes, thus extending the dismissal time~~
34 ~~by five (5) minutes (Exhibit "C"). A modified block schedule for 9-12 schools is effective~~
35 ~~July 1, 2010 (Exhibit "D"). A one lunch schedule for 9-12 schools is effective July 1, 2017~~
36 ~~(Exhibit "C2").~~

37

38 Beginning with the 2016-17 school year, Spring Break shall be the second week following
39 the end of the third quarter. There shall be a floating Friday holiday in the spring on the day
40 known as "Good Friday."

41

42 Commencing the 2019-20 school year and thereafter, bargaining unit representatives will
43 meet starting in September in order to develop and complete the calendars by November 1
44 of each biennial cycle to develop two (2) subsequent school calendars to present to the
45 Board of Education.

1 Commencing the 2019-20 school year and thereafter, CDP bargaining unit representatives
2 will meet starting in November in order to develop and complete the calendars by winter
3 break of each biennial cycle to develop two (2) subsequent school calendars to present to
4 the Board of Education.

5
6 F. Minimum Days (Per School Year)

7
8 Twelve (12) minimum days or time equivalent of student/non-contact times for grades
9 7-12 to be utilized for school and professional activities as scheduled by the principal after
10 consultation with the school staff.

11
12 Eighteen (18) minimum days for grades 1-6. No more than six (6) of the eighteen (18)
13 minimum days will be used for parent conferencing. The remaining days will be utilized for
14 school and professional activities as scheduled by the principal after consultation with the
15 school staff.

16
17 Special Education classes shall have minimum days as stated above.

18
19 One of the existing minimum days shall be used as a minimum day the Wednesday prior to
20 Thanksgiving.

21
22 G. Elementary Preparation Periods, Grades 1-6

23
24 There shall be a weekly elementary preparation period at each elementary school site
25 (which includes special education), for grades 1-6 within the following guidelines:

- 26
27 1. Two thirty (30) minute preparation times during the student instructional day for each
28 1-6 teacher. Administration will schedule each 1-6 teacher's preparation time.
29
30 2. Certificated employees who are teacher of record will receive prep time.
31
32 3. Prep time not received due to holiday, full-day professional development, field trips, or
33 minimum day will not be made up.
34
35 4. Prep time will be re-evaluated annually with a goal of equal distribution for teachers
36 receiving prep.
37
38 5. The regular teacher on preparation time shall not be responsible for or interrupted for
39 purposes of handling student discipline for misconduct occurring during preparation
40 time.
41
42 6. The District will make a good faith effort to allow elementary teachers the use of their
43 own room for preparation; however, at schools where facility considerations make this
44 unrealistic, teachers may not be able to use their own rooms for preparation.
45
46 7. All elementary teachers may organize their day to facilitate up to 60 additional minutes
per week beyond the contractually required 60 minutes of preparation. The additional

1 minutes are described as a supplementary preparation plan for the purpose of this
2 agreement.

- 3
- 4 8. Any first through sixth grade supplementary preparation plan to add additional
5 preparation time must be educationally valuable and must comply with course
6 requirements consistent with Education Code.
- 7
- 8 9. The supplementary preparation plan must be approved by the site administrator and
9 Director of Educational Services. When the District receives proposals from the
10 teachers, the District will forward a copy of the proposal to the Modesto Teachers
11 Association.
- 12
- 13 10. All teachers participating in the supplementary preparation plan do so voluntarily.
- 14
- 15 11. The District will determine when each 1-6 teacher shall have two thirty (30) minute
16 preparation periods and beginning 2016-17, one (1) forty-five (45) minute preparation
17 period each week.
- 18
- 19 12. Class size limits do not apply to grade 1-6 prep. No more than two (2) classes may be
20 combined. Class size limits do apply to grades 1-6 prep delivered through Computer
21 Literacy.
- 22
- 23 13. Prep providers and Computer Literacy Teachers (CLT) shall be evaluated by the site
24 principal where the majority of the work time is spent.
- 25
- 26 14. A duty free lunch - 35 minutes, except for minimum days (activity schedule) – for prep
27 providers must be scheduled as not to interfere with preparation delivery schedule.
- 28
- 29 15. Dual-site stipends shall not apply to prep providers. Travel time is part of the work
30 day.
- 31
- 32 16. Due to facility constraints, a permanent classroom may not be provided. Prep providers
33 will be provided a work station.
- 34
- 35 17. Prep provider breaks will be determined by individual schedules.
- 36
- 37 18. Prep providers shall have 24 hours of prep time per year scheduled by the District. The
38 prep time shall be scheduled in no less than 30 minute blocks and no more than 1 hour
39 per week. Transitional or natural breaks in a schedule shall not count towards a CLT or
40 prep providers' prep time.
- 41
- 42 19. Prep providers attend staff meetings and District collaboration days.
- 43
- 44

1 20. Computer Literacy Teachers will have eight (8) assigned periods per day. On
2 collaboration days, Computer Literacy Teachers will have six (6) assigned periods.

3
4 21. Computer Literacy Teachers will receive a 35-minute duty free lunch.

5
6 22. If prep schedule allows, Computer Literacy Teachers and other prep time providers
7 may be assigned to perform other instructional duties.

8
9 H. Speech Language Pathologists will have sixty (60) minutes of preparation time each week.
10 The remaining instructional minutes will be filled with student instruction or assessment.
11 Preparation time may be scheduled on different days of the week and sites.

12
13 I. Duty Free Lunch (TK-6)

14
15 The District and Association agree that all TK-6 teachers will have a duty free lunch on all
16 school days. A duty free lunch may be circumvented by assigning additional duties on
17 rainy days. On rainy days, for sites that are unable to develop a system to free teachers for
18 their full lunch period, principals may assign from one to five teachers on a rotating basis to
19 supervise students. In all cases, teachers will receive a full 30-minute lunch.

20
21 J. Period Assignment for 7-8 Teachers

22
23 The principal may assign teachers to periods 0-6 or periods 2-8. In such cases, the
24 preference of all staff members will be taken into account. No involuntary assignment shall
25 be made to periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods
26 needed.

27
28 If a teacher is involuntarily assigned to a 0-6, or 2-8 schedule they will not be involuntarily
29 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
30 credentialed to teach the eighth period subject.

31
32 Teachers in grades 7-8 will be assigned over the eight period day (5 class periods, 1 lunch,
33 and 1 preparation period), either periods 0-6, 1-7 or 2-8. If mutually agreed between the
34 teacher and principal, a teacher may be assigned non-consecutively (i.e. 1-3 and 5-8). Failure
35 to mutually agree shall not cause any reprisals or negative actions towards the teacher.
36 Teachers may be assigned periods 1-8 or 0-7 (6 class periods, 1 lunch period, and 1
37 preparation period) on a voluntary basis. Teachers will receive an 8th period stipend for six
38 teaching periods (i.e. classes paid as 8th period stipend).

39
40 If there are not enough credentialed and qualified teachers to teach the needed 8th period
41 optional(s) at a 7-8 site(s), then credentialed and qualified teachers at the other 7-8 sites will
42 be offered the optional period(s). If no 7-8 teacher is interested, then qualified teachers at
43 the TK-6 and 9-12 level will be given the opportunity to fill the need. If there are no TK-12
44 teachers available or willing to teach the 8th period optional(s), then the principal at the
45 individual 7-8 school may assign a credentialed and qualified teacher from their staff to
46 teach the needed 8th period optional(s).

1 It is believed that during scheduling, a random distribution of subjects will be needed for the
2 six class period assignments.

3
4 K. Period Assignment for 9-12 Teachers

5
6 Upon mutual agreement, the principal will normally assign staff at grades 9-12 to periods
7 1-7 unless there is a need to assign to periods 0-6 or 2-8. In such cases, the preference of all
8 staff members will be taken into account. No involuntary assignment shall be made to
9 periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed.
10 If a teacher is involuntarily assigned to a 0-6 or 2-8 schedule they will not be involuntarily
11 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
12 credentialed to teach the eighth period subject.

13
14 A 9-12 teacher may be assigned over the eight period day (5 class periods, 1 lunch period,
15 1 preparation period) if mutually agreed between the teacher and principal (for instance,
16 periods 1-3 and 5-8). Failure to mutually agree shall not cause any reprisals or negative
17 actions towards the teacher.

18
19 Teachers in grades 9-12 may be assigned to teach six classes in the fall semester and four
20 classes in the spring semester to help alleviate class size problems. The following process
21 shall be used for this reassignment. The principal shall first ask for volunteers from
22 qualified teachers in the department. If there are no volunteers, the teacher with the least
23 District-wide seniority may be assigned to six (6) classes in the fall and four (4) classes in
24 the spring.

25
26 L. Emergency School Closure

27
28 If school is closed on an emergency basis, other than a work stoppage, the District will
29 make all reasonable efforts to get a waiver during the current school year from the state so
30 the time does not have to be made up for state funding. In the event it is not possible to get
31 a waiver, and it is necessary to make up the time as an express condition to get state
32 funding, then the bargaining unit will make up the minimum time and/or days necessary for
33 state funding. In such a case, the time necessary will be mutually rescheduled by the
34 District and the Association.

35
36 M. Mandated Reporter Training

37
38 1. As part of their professional duties, certificated employees will complete required
39 trainings annually within the established time window. The mandated trainings are:

- 40
41 a) California Mandated Reporter
42 b) Blood Borne Pathogens
43 c) Recognizing and Preventing Youth Suicide
44 d) School Bullying
45 e) Computer Security Awareness
46 f) Prevention of Harassment

- 1 2. The California Mandated Reporter and Prevention of Harassment trainings will be
2 provided by the District during a Staff Development Day or faculty meeting.
3
- 4 3. The delivery of each training may be via online instruction assigned during or outside the
5 work day, in addition to being provided during a Staff Development Day or faculty
6 meeting.
7
- 8 4. The delivery of the training will be uniform throughout the District in each school year.
9
- 10 5. If training is delivered via online instruction and assigned outside the work day, each
11 certificated staff member will be compensated for one (1) hour at the curriculum
12 development rate for each training.
13
- 14 6. A certificated staff member that is absent for a training delivered during a Staff
15 Development Day, faculty meeting or via on-line during the work day, will be required to
16 complete these trainings outside of their work day.
17

18 N. Professional Development
19

20 For the 2021-2022 school year, the District shall pay the equivalent of .5% of a bargaining
21 unit member's annual base salary upon completion of six (6) hours of District-approved
22 professional development that aligns with California State Standards, Culturally Responsive
23 Instruction, differentiated instruction and social emotional learning, Special Education,
24 CAASPP Training, Physical Restraint Reduction training, inclusive practices, curriculum
25 training, and or other topics identified by the District. An additional .5% of a bargaining
26 unit member's annual base salary will be paid for completing an additional six (6) hours, for
27 a total of twelve (12) hours of District-approved professional development during the 2021-
28 22 school year. This professional development is exclusive of any other professional
29 development for which compensation is paid. The District will provide the appropriate
30 form that will require site administrator and Education Services approval. All hours must
31 be completed and submitted by July 1, 2022, for the 2021-22 school year.
32

33 O. Full Day Kindergarten and Transitional Kindergarten
34

- 35 1. Commencing the 2019-2020 school year, the District may implement a full-day
36 Kindergarten (including Transitional Kindergarten) program as described below:
37
- 38 2. Any full day program shall be for the entire instructional school year.
39
- 40 3. Full day TK/K teachers shall have recess breaks equivalent to first grade with no
41 supervision duties.
42
- 43 4. Full day TK/K teachers shall have the same Preparation Schedule as a full time first
44 grade teacher assigned to the school site.
45
46

- 1 5. Each full day TK/K class shall receive a minimum of five (5) hours per day of
2 instructional support from classified staff or elect to receive a stipend in lieu of the
3 instructional support from classified staff. The stipend amount will be equal to the
4 Eighth Period Assignment on the Flat Rate Extra Duty Stipend Schedule. Each full day
5 TK/K teacher shall make his/her selection for the following school year by the last
6 teacher workday in March of current school year or ten (10) calendar days after
7 reassignment or transfer to TK/K the following year.
8
- 9 6. Each teacher assigned to a full day TK/K class shall receive an uninterrupted lunch
10 break, the same as a first grade teacher assigned to school site.
11
- 12 7. Non-certificated staff shall escort the TK/K students to the cafeteria and provide
13 support/supervision while students eat. Non-certificated staff shall then escort TK/K
14 students to the kindergarten playground for recess after lunch.
15
- 16 8. Non-certificated staff shall escort students who ride the bus to the student's correct bus.
17 TK/K teachers shall dismiss students to their parents at the end of each day.
18
- 19 9. If the District does not provide the classified support staff to the full-day program
20 pursuant to this agreement, the District will pay the teacher the eight period assignment
21 on the Flat Rate Extra Duty Stipend Salary Schedule, pro-rated to the nearest quarter.
22
- 23 10. There shall be no more than two (2) mainstreamed special day students (students who are
24 not assigned to the teacher's classroom roster) without additional special education
25 personnel support at any given time in any TK/K classroom and the District shall make
26 reasonable efforts to equally distribute these mainstreamed special day students between
27 classes. Mainstreamed special day students shall count towards the TK-K class size
28 maximum if they are mainstreamed for more than two (2) hours of the instructional day.
29
- 30 11. For the 2019-20 and 2020-21 school years, the District will offer TK/K teachers up to
31 twelve (12) hours of time during the first trimester for the purpose of lesson planning
32 and/or assessment of students at the contracted curriculum development rate of pay.
33 Teachers will submit compensation for these hours via pay claim.
34
- 35 12. In the event the State of California mandates full day kindergarten, the parties will
36 commence negotiations regarding any impacts within the scope of bargaining within
37 ninety (90) calendar days.

HIGH SCHOOL BELL SCHEDULES – TWO LUNCH					
REGULAR SCHEDULE					
Period	From	To	Period	From	To
0	7:26 AM	8:24 AM	0	7:26 AM	8:24 AM
1	8:30 AM	9:28 AM	1	8:30 AM	9:28 AM
2	9:34 AM	10:32 AM	2	9:34 AM	10:32 AM
3	10:38 AM	11:36 AM	3	10:38 AM	11:36 AM
Lunch 4	11:42 AM	12:17 PM	4	11:42 AM	12:40 PM
5	12:23 PM	1:21 PM	Lunch 5	12:46 PM	1:21 PM
6	1:27 PM	2:25 PM	6	1:27 PM	2:25 PM
7	2:31 PM	3:29 PM	7	2:31 PM	3:29 PM
8	3:35 PM	4:46PM	8	3:35 PM	4:46 PM

MINIMUM DAY/EARLY RELEASE SCHEDULE					
Period	From	To	Period	From	To
0	7:38 AM	8:24 AM	0	7:38 AM	8:24 AM
1	8:30 AM	9:16 AM	1	8:30 AM	9:16 AM
2	9:22 AM	10:08 AM	2	9:22 AM	10:08 AM
3	10:14 AM	11:00 AM	3	10:14 AM	11:00 AM
Lunch 4	11:06 AM	11:41 AM	4	11:06 AM	11:52 AM
5	11:47 AM	12:33 PM	Lunch 5	11:58 AM	12:33 PM
6	12:39 PM	1:25 PM	6	12:39 PM	1:25 PM
7	1:31 PM	2:17 PM	7	1:31 PM	2:17 PM
8*	2:23 PM	3:22 PM	8*	2:23 PM	3:22 PM

***8th Period does NOT meet on Early Release Collaboration**

***8th Period DOES meet on Minimum Days**

HIGH SCHOOL BELL SCHEDULES – ONE LUNCH		
REGULAR SCHEDULE		
Period	From	To
0	7:26 AM	8:24 AM
1	8:30 AM	9:28 AM
2	9:34 AM	10:32 AM
3	10:38 AM	11:36 AM
4	11:42 AM	12:40 PM
Lunch 5	12:46 PM	1:21 PM
6	1:27 PM	2:25 PM
7	2:31 PM	3:29 PM
8	3:35 PM	4:46 PM

MINIMUM DAY/EARLY RELEASE SCHEDULE		
Period	From	To
0	7:38 AM	8:24 AM
1	8:30 AM	9:16 AM
2	9:22 AM	10:08 AM
3	10:14 AM	11:00 AM
4	11:06 AM	11:52 AM
Lunch 5	11:58 AM	12:33 PM
6	12:39 PM	1:25 PM
7	1:31 PM	2:17 PM
8*	2:23 PM	3:22 PM

***8th Period does NOT meet on Early Release Collaboration**

***8th Period DOES meet on Minimum Days**

HIGH SCHOOL BLOCK BELL SCHEDULE

REGULAR BLOCK SCHEDULE		
Period	From	To
0	7:26 AM	8:24 AM
1 or 2	8:30 AM	10:32 AM
3 or 4	10:38 AM	12:40 PM
Lunch 5	12:46 PM	1:21 PM
6 or 7	1:27 PM	3:29 PM
8	3:35 PM	4:46 PM

REGULAR SCHEDULE		
Period	From	To
0	7:26 AM	8:24 AM
1	8:30 AM	9:28 AM
2	9:34 AM	10:32 AM
3	10:38 AM	11:36 AM
4	11:42 AM	12:40 PM
Lunch 5	12:46 PM	1:21 PM
6	1:27 PM	2:25 PM
7	2:31 PM	3:29 PM
8	3:35 PM	4:46 PM

MINIMUM DAY/EARLY RELEASE SCHEDULE		
Period	From	To
0	7:38 AM	8:24 AM
1	8:30 AM	9:16 AM
2	9:22 AM	10:08 AM
3	10:14 AM	11:00 AM
4	11:06 AM	11:52 AM
Lunch 5	11:58 AM	12:33 PM
6	12:39 PM	1:25 PM
7	1:31 PM	2:17 PM
8*	2:23 PM	3:22 PM

***8th Period does NOT meet on Early Release Collaboration**

***8th Period DOES meet on Minimum Days**

TK-6 BELL SCHEDULES

School	REGULAR SCHEDULE		MINIMUM DAY	
	Start	End	Start	End
Beard	8:30 AM	2:45 PM	8:30 AM	1:23 PM
Bret Harte	8:15 AM	2:19 PM	8:15 AM	1:07 PM
Burbank	8:30 AM	2:37 PM	8:30 AM	1:20 PM
El Vista	8:20 AM	2:37 PM	8:20 AM	1:14 PM
Enslin	8:15 AM	2:26 PM	8:15 AM	1:04 PM
Everett	8:20 AM	2:29 PM	8:20 AM	1:07 PM
Fairview	8:30 AM	2:44 PM	8:30 AM	1:23 PM
Franklin	8:35 AM	2:45 PM	8:35 AM	1:24 PM
Fremont	8:15 AM	2:25 PM	8:15 AM	1:02 PM
Garrison	8:30 AM	2:44 PM	8:30 AM	1:22 PM
Kirschen	8:15 AM	2:22 PM	8:15 AM	1:03 PM
Lakewood	8:35 AM	2:46 PM	8:35 AM	1:23 PM
Marshall	8:30 AM	2:43 PM	8:30 AM	1:22 PM
Martone	8:30 AM	2:45 PM	8:30 AM	1:27 PM
Muir	8:30 AM	2:45 PM	8:30 AM	1:23 PM
Robertson Rd	8:30 AM	2:34 PM	8:30 AM	1:17 PM
Rose Avenue	8:20 AM	2:29 PM	8:20 AM	1:07 PM
Shackelford	8:15 AM	2:24 PM	8:15 AM	1:02 PM
Sonoma	8:35 AM	2:46 PM	8:35 AM	1:25 PM
Tuolumne	8:15 AM	2:24 PM	8:15 AM	1:04 PM
Wilson	8:15 AM	2:25 PM	8:15 AM	1:05 PM
Wright	8:15 AM	2:26 PM	8:15 AM	1:06 PM