

AGREEMENT
Between
MODESTO CITY SCHOOLS
And
MODESTO TEACHERS ASSOCIATION

The 2022-23 Collective Bargaining Agreement between the Modesto City Schools and the Modesto Teachers Association shall contain all of the provisions of the 2021-22 Collective Bargaining Agreement, except as attached.

This 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 _____ Date _____
Roman Muñoz, Chief Negotiator

MODESTO TEACHERS ASSOCIATION

By _____ Date _____
Chris Peterson, Chief Negotiator

By _____ Date _____
Doug Burton, President

By _____ Date _____
Yaser Herrera, Executive Director

ARTICLE IX

SALARY

1 Increases as noted below will be applied to the following salary:
2

- 3 Schedule A
- 4 School Psychologists' Schedule
- 5 Speech Language Pathologists
- 6 Intern Salary Schedules
- 7 G230 Academy
- 8 195-Day Schedule Employees
- 9 Agriculture Education, 9-12
- 10 Cal-Safe
- 11 Child Development – State Preschool Salary Schedule
- 12 Child Development – Head Start Salary Schedule
- 13 Child Development – State Specialist Salary Schedule
- 14 Child Development – Head Start Specialist Salary Schedule
- 15

16 A 3.0% increase to the applicable salary schedules shall be effective retroactively to July 1,
17 2018, or the beginning of the 2018-19 school year pay cycle. In addition, the District shall
18 make a one-time, off the salary schedule payment equal to 1.0% of the bargaining unit
19 member's annual base salary.
20

21 The District shall make a one-time, off the salary schedule payment equal to 2.0% of the
22 bargaining unit member's annual base salary for the 2019-20 school year. All bargaining unit
23 members are eligible to receive retroactive payment except those members who were
24 dismissed by the District in the 2019-2020 school year.
25

26 The Professional Development program in Article IV Hours of Employment, Section N shall
27 be extended for the ~~2021-22~~ 2022-23 school year and commence on July 1, 2022. The ~~2021-~~
28 ~~22~~ 2022-23 Professional Development program will provide the opportunity to receive .5%
29 for six (6) hours of District-approved professional development or 1.0% for 12 hours of
30 District-approved professional development.
31

32 A 4.5% increase to the applicable salary schedules shall be effective to the July 2021 – or
33 beginning of the 2021-22 school year – pay cycle.
34

35 A 6% increase to the applicable salary schedules effective July 1, 2022-or beginning of the
36 2022-23 school year-pay cycle. In addition, the District shall make two one-time, off the
37 salary schedule payments of \$2,000 to each bargaining unit member. The first payment will
38 be made in December 2022 to each bargaining unit member in active status as of October 31,
39 2022, excluding substitutes. The second payment will be made in May 2023 to each
40 bargaining unit member in active status as of March 31, 2023, excluding substitutes. The
41 second payment is contingent on the District not being subject to a monetary penalty
42 associated with Grade 9-12 instructional minutes for the 2021-22 audit.

1 Online Learning Program Teachers will be paid from the Hourly Direct Instructional
2 Programs Salary Schedule.

3
4 If current or subsequent two (2) years of unassigned Unrestricted Ending Fund Balance is not
5 positive the Association will negotiate to attempt to achieve fiscal solvency.
6

7 Beginning 2017-18 Nurses will maintain Local Education Agency (LEA) Medi-Cal billing.
8 This duty will be added to the job description as a specific responsibility. Compensation will
9 be paid from the Speech Language Pathologists' Salary Schedule.
10

- 11 A. Eighth period compensation shall be filled on a voluntary basis, with first priority to existing
12 employees. Stipends will be paid based upon the length of a class. Semester class will
13 receive semester optionals, quarter classes will receive quarter optionals. The amount paid
14 shall be standard for a semester or quarter and not varied based upon the number of days of a
15 semester/quarter.
16

17 Optional periods are to be implemented for grades 7-8 in 1999-00; therefore, all provisions for
18 grades 9-12 shall be in effect.
19

20 B. Longer Day/Longer Year Incentives
21

22 1. The MTA agrees that in the event the MTA causes the District to lose longer day money
23 through not providing 180 days of instruction to students, the salary schedule may be
24 reduced. The amount the salary schedule is reduced shall be proportionate to the amount
25 of revenue actually lost, but in no event more than 1.7%.
26

27 2. In the event MTA causes the District to lose longer day money through not instructing the
28 minimum time necessary, then teacher salary schedules may be reduced. The amount
29 reduced must be proportionate to the amount actually lost but in no event reduced more
30 than 1.9%.
31

32 3. Since 1-3 and 4-6 student schedules shall overlap, TK-6 teachers shall be available to
33 provide supervision of students before and after school necessary to implement the longer
34 day plan. The District shall make an effort to minimize additional supervision
35 requirements.
36

- 37 C. Child Development Program teachers employed as TK-12 teachers: Where the employee has
38 at least a BA Degree, each two years of Child Development Program teaching shall count for
39 one year salary step placement, up to a maximum of five (5) years in placement on the
40 Certificated Salary Schedule.
41

42 D. Longevity
43

44 Longevity steps will be earned based upon the annual increment criteria of completing
45 seventy-five percent (75%) of the annual required days of services.
46

1 Five increments shall be granted as longevity steps, the first after completion of the
2 seventeenth (17th) year of credited service, and the second after twenty (20) years of credited
3 service, the third after twenty-three (23) years of credited service, the fourth after twenty-six
4 (26) years of credited service and the fifth after thirty (30) years of credited service.

5
6 E. Travel

7
8 Employees, who on a regular and continuing basis are required by the District to travel
9 between work sites and who use their own vehicles, shall be reimbursed at the rate of the
10 maximum allowable federal mileage reimbursement rate without attribution to income.

11
12 F. Salaries paid to librarians and agriculture teachers for summer service rendered after June 30
13 shall be based on the salary schedule for the ensuing school year.

14
15 G. Placement on the salary schedule for employees is based upon educational training and prior
16 teaching experience in accordance with the following:

17
18 H. For Employees New to the District

- 19
20 1. Beginning with the 2016-17 school year, teacher experience is granted on the basis of
21 one (1) step for each year of verified prior certificated teaching experience. Actual
22 initial placement is not to exceed a total of twelve (12) steps with the exception of
23 Range I where the maximum number of steps is six (6), except as approved by the
24 Board. A year of experience shall represent no less than seventy-five percent (75%) of
25 the days of required service for one given year. EXPERIENCE SHALL BE WITHIN
26 THE LAST FIFTEEN (15) YEARS. Verification of certificated experience must be
27 received in the Human Resources Office within 30 days of acceptance of the position.

28
29 (If a teaching credential could have been obtained prior to the date the
30 credential was actually granted, the date the credential could have been obtained
31 shall be used to determine teaching experience placement on the salary
32 schedule. The burden of proof shall be on the employee to establish that the
33 academic requirements were met to obtain a teaching credential.)

34
35 Maximum placement for provisional credentialed personnel is Step 6, except as
36 approved by the Board.

37
38 Upon application, prior experience related closely to the local teaching assignment,
39 when fully verified, shall be credited on the basis of one (1) step for each two (2) years
40 within the past ten (10) years. Experience credit cannot exceed three (3) steps. The
41 B.A. Degree or equivalent, or a regular credential shall have been earned before the
42 related work experience.

- 43
44 2. Beginning with the 2021-22 school year, a school nurse will be given salary schedule
45 credit for verified prior public school nurse experience and/or non-school Registered
46 Nurse experience. Actual initial placement is not to exceed a total of twelve (12) steps.

1 Verification of qualified experience must be received in the Human Resources Office
2 within 30 days of acceptance of the position.

3
4 I. Units

- 5
6 1. Credit is granted toward salary advancement for units earned after receiving the
7 Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree,
8 as shown on an official transcript from a college or university only if they are:
9
10 a) Earned at accredited colleges or universities with at least a "C" grade equivalent
11 or earned at non-accredited colleges or universities with at least a "C" grade or
12 equivalent and are accepted for credit on the official transcripts of accredited
13 colleges or universities or CTC Induction of Intern Programs.
14
15 b) Clearly and substantially supportive of the employee's assignment or the
16 employee's District approved goal.
17
18 c) Units shall be recorded as semester units. The formula to convert from quarter
19 units to semester units shall be: quarter units x .667 = semester units.
20
21 2. With prior District approval, credit may be granted toward salary schedule advancement
22 for lower division units and upper division or graduate units not covered under part (a),
23 earned with at least a "C" grade or equivalent after the date of receiving the Bachelor's
24 Degree as shown on an official transcript from a college or university.
25
26 3. No credit is granted for units earned during the regular school year in excess of nine (9)
27 semester units or twelve (12) quarter units. Requests to exceed this requirement may be
28 submitted to the Associate Superintendent, Human Resources.
29
30 4. A school nurse will receive two (2) units of credit toward salary schedule placement for
31 completion of each thirty (30) hours of continuing education of the type that is utilized
32 to keep a current California Nursing License. This shall apply to hours earned after
33 September 1, 1985.

34
35 5. Filing of Units

36
37 Official transcripts received in the Human Resources Office no later than October 1
38 shall count toward reclassification beginning January 1 of the current school year and be
39 paid in the February pay cycle to maximize payment to the member. Official transcripts
40 received in the Human Resources Office after October 1 but no later than April 1 shall
41 count toward reclassification for the following school year. All step (years of service)
42 changes will occur at the beginning of the school year. The regular school year is the
43 first work day through the last day of school. Transcripts shall not be returned to the
44 employee and become the property of Modesto City Schools as part of the employee's
45 personnel file. For employees new to the District, transcripts must be received in the
46 Human Resources Office within 30 days of acceptance of the position.

1 6. Annual Increment

2
3 Seventy-five percent (75%) of the annual required days of service shall be served to
4 qualify for the annual increment.

5
6 J. Staff Development

7
8 District sponsored staff development activities occur out of several departments in Modesto
9 City Schools. This includes TK-6 and 7-12 Curriculum and Staff Development, State and
10 Federal Programs, Induction, Elementary Education and Administrative and Pupil Services.
11 Many workshops or in-services are prepared and presented by teachers outside their regular
12 job description. There is a need for some consistent guidelines for compensation for teachers
13 working outside their regular job description, at the District level, in the capacity of presenter
14 and/or in the development of information for the presentation.

15
16 Listed below are three of the most common situations and how teachers will be
17 compensated:

- 18
19 1. The teacher presenter prepares a new presentation.

20
21 The presenter is compensated one hour of presentation development time at the
22 curriculum development rate for each hour of the presentation. (Example: 3 hours of
23 preparation for a 3 hour presentation.)

- 24
25 2. The teacher presenter prepares to present a previously prepared presentation.
26 (Example: Teacher is handed the binder for Class Size Reduction In-service and
27 must prepare to present the material.)

28
29 The presenter is compensated for one hour of presentation development at the
30 curriculum development rate for each two hours of presentation. (Example: 2 hours
31 to prepare to present a 4 hour presentation.)

- 32
33 3. The teacher presenter prepared to present the same presentation several times.

34
35 The presenter is compensated according to #1 or #2 above, for the first presentation.
36 The presenter is compensated for one hour for each repeated presentation.

37
38 In all three situations, the teacher presenter is compensated for time of the presentation,
39 excluding lunch/dinner breaks.

40
41 The Curriculum Development Rate will be paid in the following situations:

- 42
43 1. Participating in District/Site coordinated summer professional development.
44 2. Development or revising curriculum outside of the work day.
45 3. Assist in student placement/support prior to the first teacher work day.

1 K. Stipends

- 2
- 3 1. Effective the 2016-17 school year, a new formula for the payment of stipends to
4 certificated employees will be utilized. The stipend schedule does not automatically
5 receive increases with future agreements and must be negotiated separately.
6
- 7 2. Effective the 2016-17 school year, previously eliminated athletic positions will be
8 reinstated. The positions to be restored, one (1) per comprehensive high school, are:
9 Track Assistant, Girls Varsity Volleyball Assistant, Girls Varsity Softball Assistant,
10 Girls Varsity Basketball Assistant, Boys Varsity Football Assistant, Boys Varsity
11 Basketball Assistant, and Boys Varsity Baseball Assistant.
12
- 13 3. Effective the 2016-17 school year, Leadership Team Member positions will be
14 established at each TK-6 school site. Compensation will be based upon the Modesto
15 City Schools' Extra Duty Stipends Schedule. The leadership annual term will be July
16 1 to June 30. Each school will receive one (1) Leadership Team Member stipend per
17 100 students, grades TK-6 (CDP is not included in this calculation). Student
18 calculations are based on the projected student enrollment as approved by the Board
19 of Education for the next year. Readjustments will occur based upon first month
20 enrollment. One (1) member will be identified as the alternate in case of enrollment
21 adjustments. A minimum of three (3) Leadership Team Members per school site.
22
- 23 a) The site administrator will annually notify in writing of his/her intention to
24 fill Leadership Team Member positions and ask staff members to submit their
25 recommendations for Leadership Team Members. Non-permanent teachers
26 shall not be eligible to serve on Leadership Teams, unless no one else is
27 available or willing to serve.
28
- 29 b) The staff members' recommendations shall be submitted in writing to the
30 administrator within ten (10) days of the site administrator's notice of his/her
31 intention to fill Leadership Team Positions.
32
- 33 c) Leadership Team Members shall be selected by the site administrator after
34 soliciting input from each staff member. A copy of each staff members'
35 confidential written preference for Leadership Team shall be sent to the
36 Association Office by the District. The site administrator shall give good
37 faith consideration to the majority preference of the team/department.
38
- 39 d) Leadership Team Member responsibilities include the following duties:
40
- 41 1. Attend site leadership meetings (maximum 13 meetings per year,
42 except with approval by the majority of the Leadership Team).
43 2. Lead a team of grade level teachers.
44 3. Attend District-wide professional development.
45 4. Actively participate in site leadership.
46 5. Facilitate the review of student performance data and develop plans

- to increase student learning.
- 6. Assist with orientation of new teachers.
- 7. Conduct regularly scheduled meetings with grade level team.
- 8. Assist with development of the Professional Learning Community (PLC).
- 9. Willingness to learn, adopt, and potentially assist teachers with state standards.
- 10. Lead an instructional team and/or department.

- 4. Service in STEAM related student activities shall be compensated at the curriculum rate.

A teacher may submit a proposal to provide afterschool hands-on learning opportunities to increase student exposure to STEAM (Science, Technology, Engineering, Arts, and Math) activities. To be considered, a proposal must be submitted prior to October 1 of each school year. Activities will be discussed and subject to prior approval by the site principal. Activities that are part of the Science Olympiad or Science Bowl would be excluded. If mutual agreement of proposed scope and length of activity cannot be reached between teacher and principal, the Associate Superintendent of Educational Services will make the final determination. The District will provide funds on an annual basis for distribution to each elementary, junior high and high school site for these activities.

- 5. Effective upon ratification of the tentative agreements by both parties, the following increases to the Hourly Direct Instructional Program Schedule will be implemented:

Curriculum Development	\$40.00
In-Service Participation	\$30.00
Hourly Direct Instructional Program Schedule increase	pay 17.5%

Effective the 2020-21 school year, the District agrees to compensate substitute teachers with consistent employment with Modesto City Schools at the higher rate (21+ day rate) from year to year. "Consistent employment" is defined by working 110 or more days in one school year or an average of ninety (90) days per year over two (2) consecutive years of employment, and completing the District's Certificated Substitute Training once, if the trainings were available at the time of employment.

- L. Combination Class Stipend: TK-6 classroom teachers assigned a combination class shall be paid a stipend equal to the Eighth Period Assignment on the Flat Rate Extra Duty Stipend Schedule. The stipend will be paid in quarterly payments during the school year and will be prorated for less than a full year of service. The stipend shall apply to the start of the 2021-2022 school year.

1 M. TK-6 Class Size Overages

2
3 After the first 15 student instructional days in any school year and if an individual TK-6 self
4 contained class voluntarily exceeds the class size maximums in Article VI Class Size, the
5 teacher will receive \$15.00 per day per student to compensate the teacher for the overage.
6 Participation in taking students above the negotiated class size maximum and receiving
7 compensation is voluntary for classroom teachers. The overage is to be paid monthly via pay
8 claim. If a teacher requests additional students, even though other classes are at a lower
9 number, no additional compensation will be granted. The same dollar amount should apply to
10 Special Education case load overages in Article VI.

11
12 A Computer Literacy Teacher “CLT” will be compensated at \$3.00 per student over the class
13 size limit for each hour of instruction. A CLT will not be compensated for an overage on days
14 that the CLT does not instruct the class with the overage (i.e., Mondays, or holidays). The
15 CLT will be required to submit a monthly pay claim which will be based on enrollment, not
16 attendance, at the time of instruction.

17
18 N. Grade 9-12 Instructional Minute Committee

19
20 Commencing October 1, 2021, a Grade 9-12 Instructional Minute Committee will be
21 established to review instructional minutes based on valid course offerings. The Committee
22 may retain the services of a professional with expertise in instructional minute audits, such as
23 FCMAT, when needed.

24
25 The Committee will provide an end of process summary shared with the respective bargaining
26 teams prior to February 1, 2022.

27
28 The Committee shall consist of four (4) MTA unit members and four (4) management
29 members.

30
31 There will be two (2) Co-Chairs (one MTA unit member and one management member).

32
33 Each MTA member will receive a two thousand dollar (\$2,000) stipend for service on the
34 Committee.

35
36 The Committee is a recommending body that will meet outside of school day.

37
38 Following the receipt of the end of process summary, either MTA or the District may request
39 to bargain items within the scope of bargaining. A request to bargain must state the rationale
40 and identify those subjects within the scope of bargaining that are reasonably impacted by the
41 request. An initial negotiation session will be held within thirty (30) calendar days following
42 the request to bargain.

1 **ADJUSTMENTS TO EXTRA DUTY SALARY SCHEDULE**

2
3 The following would be effective July 1, 2022:

- 4 • increase Flat Rate Extra Duty Stipend Schedule base rate to \$60,000.
- 5 • eighth period assignment increased from 16.5% to 20%.
- 6 • 7-8 Science Olympiad increased from 2% to 4%
- 7 • 9-12 Science Olympiad increased from 4% to 10.25%, this stipend shall be moved to the
8 Flat Rate Duty Stipend Schedule from the Extra Duty Stipend Schedule.
- 9 • Hourly Direct increased from variable rate to \$50 per hour.
- 10 • RISE increased from \$60 per hour to \$65 per hour.

11
12 **SUBSTITUTE RATE**

13
14 The 2021-22 Substitute Teacher Daily Rate shall continue for the 2022-23 school year.

15
16 **EARLY CHILDHOOD EDUCATION**

17
18 Effective July 1, 2022:

19
20 Child Development Specialists will be moved to the current Early Childhood Education
21 Head Start Specialist Salary Schedule which will be renamed “Early Childhood Education
22 Specialist Salary Schedule.” The Early Childhood Education State Specialist Salary Schedule is
23 deleted.

24
25 The following positions will be moved from the Early Childhood Education Pre-School
26 Teacher Salary Schedule to the current Early Childhood Education Head Start Teacher Salary
27 Schedule:

- 28
29 • Head Start Teacher Full Day
- 30 • Head Start Teacher Part Day
- 31 • Child Development Programs State Pre-School Teacher Part Day

32
33 The Early Childhood Education Head Start Teacher Salary Schedule shall be renamed “Early
34 Childhood Education Teacher Salary Schedule.” The “Early Childhood State Pre-School
35 Teacher Salary Schedule” is deleted.

36
37 Early Childhood Education employees moving from a State Pre-School Salary Schedule to either
38 of the new salary schedules will not have their hourly rate of pay reduced.

39
40 Early Childhood Education teachers will be required to complete the daily health and safety
41 checklist.

ARTICLE X

HEALTH AND WELFARE BENEFITS

1 A. Health Benefit Committee

2
3 Commencing August 1, 2019, a Health Benefits Committee will be established to explore
4 potential health benefit cost containments to help reduce employee out-of-pocket costs. The
5 Committee may retain the services of a health insurance broker as a resource when needed.
6

7 The Committee will provide an end of process summary shared with respective bargaining
8 teams prior to February 1, 2020.
9

10 The Committee shall consist of four (4) MTA unit members and four (4) management
11 members.
12

13 There will be two (2) Co-Chairs (one MTA unit member and one management member).
14

15 Each MTA member will receive a two thousand dollar (\$2,000) stipend for service on the
16 Committee.
17

18 The Committee is a recommending body that will meet outside of the school day.
19

20 B. Effective January 1, 2011, the District re-enrolled in the CalPERS health care system in
21 accordance with the timelines prescribed by CalPERS, subject to the recommendation of the
22 Insurance Committee and MCS Board approval. (Any changes were to be cost-neutral to
23 the District.)
24

25 An eligible employee is a unit member that is regularly assigned to 60% or more of a full-
26 time equivalent assignment. Service between 50% and 59.99% will be eligible for a
27 percentage of the District Contribution. Service in a less than 50% position or substitute
28 assignment shall not be included in the determination for eligibility for health and welfare
29 benefits.
30

31 An eligible Child Development certificated employee is a unit member that is regularly
32 assigned 4 or more hours a day. Service in less than 4 hours shall not be included in the
33 determination for eligibility for health and welfare benefits.
34

35 C. The Association reserves the right to change carriers for vision and dental insurance with
36 mutual agreement with the District.
37

38 D. Effective April 1, 1995, employee health and welfare benefits will be administered through
39 the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible
40 Benefits Plan. Employees will have the option of purchasing health and welfare plans
41 (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any
42

1 remaining contribution into a “qualified benefit” as defined by Internal Revenue Code
2 Section 125. The employee will have the further option of taking any or all of the District’s
3 fringe benefit contribution as cash, on which federal and state taxes will be calculated as
4 applicable.
5

6 E. 1. ~~Commencing January 1, 2007, the District shall contribute \$150 per month, per eligible
7 employee, toward the purchase of a health and welfare package from the District-selected
8 health care provider. In the event the cost of the health and welfare benefit package
9 exceeds the District’s contribution, each eligible employee shall be responsible for the
10 additional cost and shall be subject to mandatory monthly deductions to cover the
11 difference between the actual cost of the employee’s health and welfare package and the
12 District’s contribution. This paragraph shall sunset effective December 31, 2020.~~
13

14 ~~2. Effective July 1, 2014, the District shall contribute an additional \$250.00 per month
15 toward benefits for all permanent, temporary, and probationary bargaining unit members.
16 An employee who is otherwise provided basic group medical coverage may opt to have
17 the District pay \$250.00 per month, cash in lieu. Such payment shall be in lieu of medical
18 coverage paid by the District and shall be initiated only following the employee’s
19 certification, on a form prescribed by the District, of alternative coverage. For the 2014-
20 15 school year only, employees will have until August 29, 2014 to submit this
21 certification retroactive to July 1, 2014. This paragraph shall sunset effective December
22 31, 2020.~~
23

24 3. 1. Effective January 1, ~~2022~~ 2023, the District shall contribute up to ~~seven hundred eight~~
25 hundred dollars (~~\$700~~ \$800) per month for full time unit members toward the purchase of
26 District approved insurance plans. The District contribution shall be prorated pursuant to
27 Paragraph B above.
28

29 4. 2. Effective with the Open Enrollment period for coverage in the 2021 benefit year
30 (January 1 to December 31), each eligible employee shall be required to enroll in the
31 District-selected medical health and welfare program. However, the District shall permit
32 an eligible employee to opt out of the District’s medical health and welfare program if the
33 eligible employee can provide sufficient proof to the District of other group medical
34 health insurance coverage. The term “other group medical health insurance coverage”
35 shall not include Covered California or a Health Care Sharing Program.
36

37 5. 3. An eligible employee who provides certification of other group medical health
38 insurance coverage may opt to have the District pay \$250.00 per month, cash in lieu.
39 Such amount shall be prorated accordingly. Such payment shall be in lieu of medical
40 health and welfare program coverage paid by the District and shall be initiated only
41 following the employee’s certification, on a form prescribed by the District, of alternative
42 other group medical health insurance coverage. An eligible employee receiving cash in
43 lieu must submit a cash in lieu request annually during open enrollment to renew and
44 certify medical health benefit coverage under a group plan. The District may grant on a
45 case by case basis, extensions to complete the certification process if additional
46 information is needed to satisfy the requirements. An employee hired on or after July 1,

1 2020 shall not be eligible to receive a cash in lieu benefit. An employee hired before July
2 1, 2020 and who currently is enrolled in District-selected medical health and welfare
3 program has until the end of the Open Enrollment period for coverage in the 2021 benefit
4 year to opt out of the District's medical health and welfare program, and in accordance
5 with this paragraph receive \$250 per month cash in lieu.
6

7 ~~6.~~ 4. The District's contribution amount shall be applied first to Medical, second to dental
8 and third to vision. Dental and vision are optional coverage. In the event the cost of the
9 health and welfare benefit coverage (medical, dental, or vision) exceeds the District's
10 contributions, each eligible employee shall be responsible for the additional cost which
11 shall be made by mandatory monthly deductions.
12

13 ~~7.~~ 5. Notwithstanding Paragraph E 5, above, an employee hired on or after January 1, 2021,
14 may not opt out of medical coverage if required by the District's healthcare plan provider.
15

16 ~~8.~~ 6. The District recognizes that Health & Welfare premium rates may change mid-year and
17 will increase the additional contribution to the minimum amount necessary to be
18 compliant with the Affordable Care Act laws based on a calculation of Range 1/Step 1 of
19 Salary Schedule A. The additional cost will be calculated, applied, and recognized
20 towards the amount eligible for the following year's negotiations.
21

22 ~~9.~~ 7. District employees who are married (or domestic partners) may combine monthly
23 health and welfare benefit contributions to purchase a family coverage plan in a District
24 approved medical health and welfare program.
25

26 ~~10.~~ 8. Effective January 1, 2021, the District shall pay for whole group term life insurance
27 with a benefit of \$50,000 to employees as part of the employee benefit package. The
28 District shall have the authority to select the insurer for this benefit in consultation with
29 the Association. The Association agrees that this benefit shall resolve any dispute,
30 including a claim for back pay related to prior contributions by members.
31

32 F. Open enrollment period shall be scheduled as determined by the District's insurance
33 provider within the calendar year.
34

35 G. Effective January 1, 2011, the following will comprise the medical insurance program:
36

37 The following are criteria for administering the program:
38

- 39 1. Active employees must retire in a Modesto City Schools' health plan to be eligible
40 for coverage.
- 41 2. Retired employees who leave MCS' health program may return only during open
42 enrollment.
- 43 3. Early retirees, retirees >65 without Medicare, and retirees with Medicare, shall be
44 included in the program.
- 45 4. Early retirees and retirees without Medicare will be charged the same rate as the
46 active employees.

- 1 5. Retired employees' spouses with coverage at the time of death shall have the right
2 to continue coverage for his/her life at their own expense.

3
4 H. Retired Teachers

- 5
6 1. As of July 1, ~~2020~~ 2022, the District's funding of the MTA Medical Benefits Trust in
7 the current year shall be based on ~~.30%~~ .50% of the certificated salaries (unrestricted
8 resources only (1000-1999) excludes object code 1300-1399 (certificated
9 management) and benefits) as calculated on the unaudited actuals for the prior fiscal
10 year. The funding shall be paid as follows:

11
12 Jul-Sep quarterly payment - October 31st
13 Oct-Dec quarterly payment - January 31st
14 Jan-Mar quarterly payment - April 30th
15 Apr-Jun quarterly payment - July 31st
16

- 17 2. Each year, a list of retiree participant names will be provided to MTA for review to
18 ensure that only former MTA members are included in the retiree participant pool.
19
20 3. The District shall continue current plan for reimbursement of medical premium with
21 retirees and MTA Medical Benefits Trust. This plan may be changed by mutual
22 agreement.

23
24 ~~The following payment schedule for any remaining funds currently contributed to the~~
25 ~~MTA Medical Benefits Trust shall be:~~

26
27 ~~Jul-Sep quarterly payment - October 31st~~
28 ~~Oct-Dec quarterly payment - January 31st~~
29 ~~Jan-Mar quarterly payment - April 30th~~
30 ~~Apr-Jun quarterly payment - July 31st~~
31

32 I. Hourly Employees – Purchase of Health Insurance

33
34 Substitute teacher or hourly employee, including independent study hourly teachers, may
35 purchase health insurance which is covered by the District program in accordance with
36 federal laws:

- 37
38 1. Pre-payment arrangements acceptable to the District Business Office are executed in
39 writing.
40
41 2. Bargaining unit members under contract with the District 20% or more may purchase
42 dental insurance subject to prior arrangements satisfactory to the District Business
43 Office.
44
45 3. If purchasing Modesto City Schools insurance, all Child Development groups shall
46 receive the health and welfare premium contribution referenced in Paragraph E 3 and

1 4 (employees who work 60-100%) and shall be subject to the same requirements set
2 forth in Paragraph E. Service between 25-59% will be eligible for a percentage of the
3 District Contribution.

PROGRAM TITLE: Rigorous Intervention/Student Enrichment for Student Excellence (RISE)

ELIGIBILITY: Grades TK/K-~~8~~12.

PROGRAM SUMMARY: To provide educational opportunities for students through supplemental instruction during the school year, outside the regular school day.

PROGRAM REQUIREMENTS/INTERVENTION: The instructional/support is for a minimum of 15 students and maximum of 25 students assigned to each participating teacher per trimester/semester at any one time, student enrollment may fluctuate. Recommendations of site teachers, site PLC's and District assessment information will be considered in selection of students for the program. Each student group assigned to a teacher will be based on common ability level. The District will provide the teacher with the curriculum and information related to the data collection for each student and student group.

PROGRAM REQUIREMENTS/ ENRICHMENT: Enrichment opportunities is for a minimum of 15 to a maximum of 35 students. Approved enrichment offerings and topics covered, days and times of instruction, must be approved by the Principal and Director of Student Support Services.

TEACHER RESPONSIBILITIES: Teach/assist/reinforce student learning in core academic areas, evaluate student learning, and collect/review data regarding each student and the student group. Administer pre/post assessments for intervention and post-survey for enrichment.

Teachers will provide instruction ~~3~~ a minimum of 2 times per week. ~~Three (3) d~~Days determined by the District recognizing numerous variables (Association meetings, transportation) and the goal of District-wide consistency. RISE intervention Rrequires a ~~year-long~~ semester-long commitment. RISE enrichment requires a commitment to the days outlined in the approved proposal. TK-~~8~~12 teachers may share the assignment with prior approval.

SALARY: ~~\$60~~ \$65 per hour. Each day requires 1 hour (minimum 1 hour direct instruction) with 15 minutes of paid prep at the TK-8 level and 45 minutes of direct instruction with 15 minutes of paid prep at the 9-12 level.