MEMORANDUM OF UNDERSTANDING

between

MODESTO CITY SCHOOLS

and

MODESTO TEACHERS ASSOCIATION

RE: 9-12 Credit Recovery Options – 2022-23

This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association.

Following are the models for credit recovery that will be used during the 2022-23 school year, effective upon final execution of this MOU. It is noted that the credit recovery options referenced will not and are not intended to replace the various “off-site” programs for students behind in credits, which require enrollment of the student in the separate program (e.g., G230 Program (Pearson); E200 (Elliott); Elliott Continuation).

1. Before/After School Credit Recovery (ESS Restructured – replaces previous ESS)

   Days/Times Offered
   - Occurs Monday through Thursday
     - AM – 7:15 – 8:15 am
     - PM – 3:45 – 4:45 pm

   Session Structure – One class will meet for 1 hour per day, two days per week
   - Monday/Wednesday
   - Tuesday/Thursday
   - Other two-day combination with site approval
   - Exception for special program for special populations, which may meet up to four (4) days per week
   - In addition, teacher compensated for 30 minutes (non-student contact time) per each 2-hour course for course maintenance and student progress monitoring

   Format: In Person, Hybrid or Online

   - Each course will meet for one (1) hour, two (2) days per week. In addition, the teacher commits to 30 minutes for course progress and access monitoring (i.e. checking student progress in courses, unlocking course sections, tests and quizzes, etc.) for students. Total weekly course time is two and a half (2.5) hours per week, of which two (2) hours is student contact time.
   - Exception for special program for special populations – to meet the needs of and provide additional support for special populations of students (Special Education, English learners, etc.), specifically identified courses may meet for up to four (4) days per week (See Teacher D example)
- Teachers can opt to teach in more than one time slot
  - Examples:

<table>
<thead>
<tr>
<th>Teacher</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Course Maintenance &amp; Progress Monitoring – Monday-Friday at teacher’s discretion (outside of work day)</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher A</td>
<td>Course A 1-hour AM or PM</td>
<td>--</td>
<td>Course A 1-hour AM or PM</td>
<td>--</td>
<td>Course A 30 min</td>
<td>2.5</td>
</tr>
<tr>
<td>Teacher B</td>
<td>--</td>
<td>Course B 1-hour AM or PM</td>
<td>--</td>
<td>Course B 1-hour AM or PM</td>
<td>Course B 30 min</td>
<td>2.5</td>
</tr>
<tr>
<td>Teacher C</td>
<td>Course A 1-hour AM or PM</td>
<td>Course B 1-hour AM or PM</td>
<td>Course A 1-hour AM or PM</td>
<td>Course B 1-hour AM or PM</td>
<td>Course A 30 min Course B 30 min</td>
<td>5.0</td>
</tr>
<tr>
<td>Teacher D</td>
<td>Specific Special Program (Spec Education, English Learner focus, etc.)</td>
<td>Course A 1-hour AM or PM</td>
<td>Course A 1-hour AM or PM</td>
<td>Course A 1-hour AM or PM</td>
<td>Course A 60 min</td>
<td>5.0</td>
</tr>
</tbody>
</table>

- The scheduling of courses (i.e. days and times particular courses are offered) will be determined by the site/supervising administrator based on student/site needs and teacher staffing.
- Teachers must be physically present during designated AM or PM times for the respective course they are teaching (even if when students are not physically present).
- Course Maintenance & Progress Monitoring – For each course taught, the teacher will be compensated an additional 30 minutes (non-student contact time) for two (2) hour course, or 60 minutes for four (4) hour course for the purpose of course progress and access monitoring (i.e. checking student progress in courses, unlocking course sections, tests and quizzes, etc.) for students. Teachers ensure APEX class maintenance is provided in a timely manner (example: student exhausts all quiz attempts - teacher needs to re-open the quiz in APEX).
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- The default instructional setting for students is in-person attendance. Due to specific student needs or circumstances, and with continued demonstration of the student’s ability to progress independently, the site administrator, with teacher input, may approve the following alternative instructional settings for students:
  - In person when teacher support or a quiet learning space is needed (i.e. hybrid)
  - Student does not attend class in person, but completes online courses independently; teacher is always available during scheduled class times if support is needed
  - Students who are not making progress, as determined by the teacher and site administrator, may be required to attend class in person
- Unless specifically approved by the Director III, Student Support Services in order to meet a unique need or special circumstances, the District will not offer courses in which all students participate independently.
- Teachers will be assigned to courses for which they are appropriately credentialed. Should difficulties arise in finding a credentialed teacher for a particular course, the prior process used with Extended Summer School (“ESS”) will be used on a case by case basis by the supervising administrator (in priority sequence; only progressing to the next step if efforts at the prior step are not successful):
  - Step 1 – Teachers at the home site credentialed for the course/content area
  - Step 2 – Teachers at the home site credentialed for a different course/content area
  - Step 3 – Certificated Substitute Teachers (credentialed)
  - Step 4 – Certificated Substitute Teachers (30-day permit)
- The maximum class size for a course is 39 students.
- The pay rate for participating teachers will be $65/hour and shall be paid through pay claim.
- District-approved curriculum (APEX) shall be utilized for the program.

2. Saturday Credit Recovery - In Person Only

Days/Times Offered
- Saturdays
  - 8:00 a.m. to 12:30 p.m. (includes 15-min nutrition break)

Session Structure – One class will meet for 4.5 hours per day on four (4) Saturdays for a total of 4.5 hours of contact time per week, and 18 total hours per course

Format: In Person

- Interested teacher(s) who are selected to participate must commit to four (4) Saturdays as scheduled
- Scheduling of a particular course (i.e. dates offered) will be determined by the site/supervising administrator based on student/site needs and teacher staffing
• Participating teachers will be compensated for a total of 5.5 hours per Saturday session, which includes 4.5 hours of student contact time, plus 60 minutes (1 hour) for preparation including ensuring APEX class maintenance is provided in a timely manner throughout each week (Example: If a student exhausts all quiz attempts, the teacher will re-open the quiz in APEX)
• The maximum class size for a course is 39 students.
• The pay rate for participating teachers will be $65/hour and shall be paid through pay claim.
• Teachers will be assigned to courses for which they are appropriately credentialed. Should difficulties arise in finding a credentialed teacher for a particular course, the prior process used with Extended Summer School (“ESS”) will be used on a case by case basis by the supervising administrator (in priority sequence; only progressing to the next step if efforts at the prior step are not successful):
  o Step 1 – Teachers at the home site credentialed for the course/content area
  o Step 2 – Teachers at other school sites credentialed for the course/content area
  o Step 3 – Teachers at the home site credentialed for a different course/content area
  o Step 4 – Teachers at other school sites credentialed for a different course/content area
  o Step 5 – Certificated Substitute Teachers (credentialed)
  o Step 6 – Certificated Substitute Teachers (30-day permit)
• District-approved curriculum (APEX) shall be utilized for the program.
• Once the District determines course offerings and positions for Before/After School and Saturday Credit Recovery, teachers with seniority within the ESS Program and qualifications (e.g., credential, APEX training, etc.) shall be considered first to fill positions. Absent an ESS teacher with seniority and qualifications to fill a position, the District may staff the positions with teachers who do not have ESS seniority.

3. Regular School Day eLearning Credit Recovery

The Regular School Day eLearning Credit Recovery is targeted ideally for 10th – 12th grade students who are significantly credit-deficient (e.g. need to make up 2+ courses), but may be offered to 9th grade students during the second semester based on special circumstances.

Days/Times Offered
  • Occurs Monday through Friday
Session Structure – Daily, during identified instructional period in the regular school day (i.e., periods 1-7)
  • Sample model – see example below
Format: In Person Only
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- The specific period in the day selected for this program will be determined by the site/supervising administrator based on site/student needs and teacher staffing.
- If, as a result of teaching an eLearning class, a teacher’s schedule includes an optional period, the teacher will be compensated for the optional period.
- Participating teachers must commit to one full semester, at minimum.
- The maximum class size for a course is 39 students. Class sizes will be fluid and changing as students complete coursework and receive schedule changes. Exceptions shall be permitted only for unique circumstances and with the approval of the Director III, Student Support Services.
- Teachers must hold the appropriate credential for the course/content they are teaching.
- District-approved curriculum (APEX) shall be utilized for the program.

Sample Model (for example) –
- MCS High School
- Three (3) teachers are assigned eLearning during 3rd period

<table>
<thead>
<tr>
<th></th>
<th>Teacher Green (ELA)</th>
<th>Teacher Blue (Math)</th>
<th>Teacher Pink (Science)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student A</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student B</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Student C</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Student D</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student E</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

- Student A has three (3) courses to make up. He is enrolled in ELA with Teacher Green. Student A reports to Teacher Green’s class every day during 3rd period to make up his ELA class. Once he completes the course, Student A begins reporting to Teacher Blue because he also has a math class to make up. Once Student A completes the math course, he begins reporting to Teacher Pink to make up the science course he previously failed.
- Student C has two (2) courses to make up. Once she completes her science course with Teacher Pink, she moves to Teacher Blue’s class to make up the math course she failed. After completing the math course, Student C has a schedule change out of eLearning and back into another course appropriate for her grade level in the master schedule.

4. The parties agree to increase the pay rate for the RISE Program to $70/hour, and the regular Saturday School Program to $65/hour for the 2022-23 school year only.

5. The parties agree to conduct a review of the credit recovery program and data at the end of the 2022-23 school year.

6. This MOU replaces the Letter of Agreement – Extended Summer School dated 12/13/10 for the 2022-23 school year only.
7. This agreement may be extended by mutual written agreement of the parties.

8. The provisions of this Agreement shall not be precedent setting for any purpose nor shall they be considered a past practice or evidence of a past practice for any future purpose.

9. The undersigned represent that they are authorized to execute this agreement.

Yaser Herrera, Executive Director  
On behalf of Modesto Teachers Association  
Dated: 08/26/2022

Chris Peterson, President  
On behalf of Modesto Teachers Association  
Dated: 08/26/2022

Mike Henderson  
Associate Superintendent, Human Resources  
On behalf of Modesto City Schools  
Dated: 08/26/2022