

**MODESTO CITY
SCHOOLS**

and

**MODESTO TEACHERS
ASSOCIATION**

**COLLECTIVE BARGAINING
AGREEMENT**

2020-23



AGREEMENT
Between
MODESTO CITY SCHOOLS
And
MODESTO TEACHERS ASSOCIATION

The 2020-23 Collective Bargaining Agreement between the Modesto City Schools and the Modesto Teachers Association shall contain all of the provisions of the 2019-20 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  _____ 9-10-21
Roman Muñoz, Chief Negotiator Date

MODESTO TEACHERS ASSOCIATION

By  _____ 9-10-21
Chris Peterson, Chief Negotiator Date

By  _____ 09/10/2021
Doug Burton, President Date

By  _____ 9/10/2021
Yaser Herrera, Executive Director Date

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ARTICLE I
AGREEMENT

1 The 2020-2023 Collective Bargaining Agreement will be effective from July 1, 2020 through
2 June 30, 2023. All new provisions will be implemented immediately upon ratification of the
3 agreement by both parties, except as specifically noted in this document.
4

- 5 A. All provisions of the contract are effective July 1, 2021 through June 30, 2023, unless
6 stated otherwise in the contract.
7
- 8 B. The District and the Association may propose reopeners for the 2022-23 school year on
9 salary (Article IX), health and welfare (Article X) and two additional reopeners per
10 party.
11
- 12 C. The Articles and provisions contained herein constitute a bilateral and binding
13 agreement (“Agreement”) by and between the Modesto City Schools (“District”) and
14 the Modesto Teachers Association (“Association”), an employee organization affiliated
15 with the California Teachers Association and National Education Association.
16
- 17 D. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the
18 Government Code.
19
- 20 E. Employee(s) used in this Agreement, shall mean a member or members represented by
21 the Modesto Teachers Association.

ARTICLE II

RECOGNITION

II. RECOGNITION

A. Modesto City Schools' Board of Education and the Modesto City Schools' District recognizes the Modesto Teachers Association as the exclusive representative of all substitutes, interns, temporary, probationary and permanent certificated employees and all hourly stipend positions in the classification of:

Classroom teachers, special education teachers, resource specialists, adaptive physical education teachers, language/hearing and speech specialists, psychologists, school nurses, ROP/teachers, music teachers, work experience teachers, library media teachers, counselors, Child Development teachers, Head Start teachers, continuation and opportunity teachers, state pre-school teachers, summer school teachers, intervention specialists, after school program teachers, G230 Academy teachers, Credit Recovery Online Learning Program teachers, District Improvement Facilitators, department heads, all district chairpersons, coaches, instructional coaches, as well as BTSA Support Providers, Intern Support Providers, Coordinator of BTSA and any teacher on special assignment.

B. This unit shall exclude other certificated employees, including but not limited to management, supervisors, confidential and classified employees, as well as program managers.

C. Nothing agreed to herein will prevent adjustments to the representation of unit members upon mutual agreement between the District and the Association.

D. The majority of a site-based bargaining unit member's workday should be devoted to student instruction.

E. No bargaining unit member can evaluate another bargaining unit member, or direct other bargaining unit members to change their teaching method or implementation of the curriculum. Bargaining unit members may serve on a governance team or program improvement team. The process of discussing or collecting trend data from one or more teachers, such as walk-throughs, is not considered to be evaluative.

ARTICLE III

CONTRACTUAL GRIEVANCE PROCEDURE

SECTION A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise concerning the interpretation or application of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Useful and necessary private meetings between supervisors and employees they supervise are encouraged. The teacher may have Association representation at these private conferences and informal discussions also. It is intended that this grievance procedure shall be utilized only after other means to satisfactorily resolve problems have been unproductive. At least one private conference between the employee and supervisor shall take place prior to initiation of this grievance procedure. Ideally, there should be a number of informal discussions and a continuing interchange of views between the employee and supervisor before filing a formal grievance.

SECTION B. Definitions

1. A “grievance” is a claim or assertion by a teacher and/or the Association based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation, misinterpretation, misapplication or inequitable application of law, Board policy, administrative regulation, practices which are within the scope of representation or the terms of this Agreement.
2. “Teacher,” as used in this Article, means a member of the bargaining unit represented by Modesto Teachers Association.
3. “Day,” as used in this Article, unless otherwise mentioned, means a day the teacher is required to work according to the negotiated District calendar.
4. A “group grievance” is a grievance as defined above which is filed by two or more employees who allege the same grievance and who have authorized the Association to represent them.
5. A “party of interest” is a grievant, a witness or an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.

1 SECTION C. Procedure

- 2
- 3 1. If the grievance involves more than one building, it should be started with
- 4 the Associate Superintendent, Human Resources.
- 5
- 6 2. If the building administrator has no jurisdiction or control over the act or
- 7 condition upon which the grievance is based, Step I shall be initiated by
- 8 submitting the written statement of the complaint through the building
- 9 administrator to the Superintendent or his/her designee. In such case, the
- 10 Step II procedure shall apply.
- 11

12 Step I

- 13
- 14 1. The grievant may invoke the grievance procedure on the MTA grievance
- 15 form (Exhibits "A" and "B"), signed by the grievant and a representative of
- 16 the Association authorized by the Association.
- 17
- 18 2. In order to invoke the grievance procedure, a grievance must be filed
- 19 within twenty-five (25) days of the time the grievant knew of the event or
- 20 condition.
- 21
- 22 3. Within ten (10) days of receipt of the written grievance, the principal,
- 23 supervisor or Associate Superintendent, Human Resources, shall meet with
- 24 the Association in an effort to resolve the grievance. The principal,
- 25 supervisor or Associate Superintendent, Human Resources, shall indicate
- 26 his/her disposition of the grievance in writing within fifteen (15) days of
- 27 such meeting, and shall serve a copy upon the grievant and the Association
- 28 representative. In addition, a copy shall be mailed to the Association
- 29 Office.
- 30

31 Step II

- 32
- 33 1. If the Association is not satisfied with the disposition of the grievance, the
- 34 grievance may be transmitted to the Superintendent by filing a written
- 35 notice thereof with his/her office within fifteen (15) school days of receipt
- 36 of the principal's, supervisor's, or Associate Superintendent, Human
- 37 Resources' written disposition.
- 38
- 39 2. Within ten (10) days of receipt of the written grievance, the Superintendent
- 40 (not a designee, except as specified below) shall meet with the Association
- 41 in an effort to resolve the grievance. The Superintendent shall indicate
- 42 his/her disposition of the grievance in writing within fifteen (15) days of
- 43 such meeting, and shall serve a copy upon the grievant and Association
- 44 representative. In addition, a copy shall be mailed to the Association Office.
- 45

46 The Superintendent will meet with the Association at his/her level.

47

1 Step III

2
3 In the event the Association is not satisfied with the disposition of the
4 Superintendent, or if no decision is rendered within twenty-five (25) days
5 of submission to the Superintendent, the Association may submit the
6 grievance to arbitration before an impartial arbitrator. The Association
7 shall exercise its right to arbitration by giving the Superintendent written
8 notice of its intention to proceed to arbitration within twenty (20) days of
9 receipt of the written disposition of the Superintendent.

10
11 SECTION D. Selection of the Arbitrator

- 12
13 1. Within five (5) days after the District receives written notice of the
14 Association's intention to proceed to arbitration, the Association and the
15 District shall attempt to mutually agree upon an arbitrator.
16
17 2. If no agreement is reached upon the selection of an arbitrator within the
18 above five (5) days, the Association shall notify the American Arbitration
19 Association with a demand for arbitration within twenty (20) days of non-
20 agreement. In the event that the Association does not file the demand
21 within the time provided, the District may file the demand for arbitration.
22 In the case where the District files the demand for arbitration, the District
23 will pay all of the selection fees. The arbitrator shall be selected in
24 accordance with the rules of the American Arbitration Association.
25
26 3. The Board and the Association shall not be permitted to assert in such
27 arbitration proceeding, any ground or to rely on any evidence not
28 previously disclosed to the other party. The arbitrator shall have the usual
29 and customary powers of an arbitrator, however, the arbitrator shall have
30 no power to alter, add to, or subtract from the terms of this Agreement or
31 Board rule, order, policy or regulation.
32
33 4. The rules of the American Arbitration Association shall govern the conduct
34 of the arbitration hearing.
35
36 5. Both parties agree to be bound by the award of the arbitrator. Either party
37 may seek to have judgment entered in any court of competent jurisdiction.
38
39 6. All matters of arbitration shall be submitted to the arbitrator in the first
40 instance.
41
42 7. Should it be necessary for the Association to institute suit to compel the
43 District to participate in the arbitration concerning this collective
44 bargaining agreement, it is agreed that the District will pay actual attorney
45 fees and cost to the Association if the Association prevails in compelling
46 arbitration.
47

- 1 8. If the District and Association mutually agree, the arbitration may be
2 conducted under the American Arbitration Association rules providing for
3 expedited arbitration.
4

5 SECTION E. Arbitration Costs
6

- 7 1. The Association shall be responsible for payment of the cost of preparing
8 its case.
9
10 2. The District shall be responsible for payment of the cost of preparing its
11 case.
12
13 3. The Association and the District shall share equally the payment of other
14 costs, including payment for the services and expenses of the arbitrator.
15 Costs of transcripts, including court reporter or public stenographer, shall
16 be equally shared only if agreed upon by the parties.
17

18 SECTION F. Costs on Appeal
19

20 Since the parties wish to encourage finality in the arbitration awards under
21 this Agreement, it is agreed that should either party (District or Association)
22 file an appeal to overturn or modify an arbitration award, that party shall pay
23 all costs and fees involved related to the appeal including any filing fees,
24 cost of court reporter transcripts, witness fees, attorney fees, etc. of both
25 parties.
26

27 SECTION G. General Provisions
28

- 29 1. Nothing contained herein shall be construed as limiting the right of any
30 teacher having a grievance to discuss it at any level with the appropriate
31 member of the administration, and to have the grievance adjusted without
32 intervention by the Association, provided the adjustment is not inconsistent
33 with the terms of this agreement and the Association has been given an
34 opportunity to be present at such adjustment and to state its views.
35
36 2. In processing grievances, the grievant and members of the Association
37 Grievance Committee shall receive such reasonable released time to
38 process grievances without loss of pay or benefits.
39
40 3. The number of days indicated at each level should be considered as
41 maximum and every effort should be made to expedite the process. The
42 time limits provided in this grievance procedure shall be strictly observed
43 unless extended by written agreement of the parties (the Board and the
44 Association). In the event a grievance is filed after May 15th of any year,
45 the Board shall use its best efforts to process such grievance prior to the
46 end of that current year.
47

1 4. Failure of either the grievant or the District to take the required actions
2 within the times provided in this Article shall result in the grievance
3 moving to the next level. This provision does not apply to the existing
4 requirement to file a grievance within twenty-five (25) days of the time the
5 grievant knew of the event or condition (Section C, Step I, #2) nor to the
6 requirement that the Association provide written notice within specified
7 deadlines in order to exercise the right to proceed to arbitration (Section C,
8 Step III). In the case of Section C, Step III, the Superintendent must either
9 give a written reply or notice that he/she will not give a written reply before
10 any time lines for filing notice of intent to arbitrate shall apply to the
11 Association.
12

13 The Board or its representative shall provide, consistent with the law, the
14 necessary and relevant information requested by the Association.
15

16 5. A grievance may be withdrawn at any level without prejudice or record.
17 The Association agrees not to support a grievance essentially similar to one
18 denied by an arbitrator, and the District agrees to apply any decision to all
19 cases which are essentially similar to one sustained by an arbitrator.
20

21 6. All records of grievance proceedings shall be retained in a special file
22 maintained by the District. All documents, communications, and records
23 dealing with the proceedings of a grievance shall be filed separately from
24 the files of the participants. No reprisals of any kind shall be taken against
25 any participant in the grievance procedure by reason of such participation.
26

27 7. Paid leave shall be provided for any member of the Association's
28 bargaining unit who is called to testify in the arbitration hearing.
29

30 8. Forms – The forms for both filing a grievance and for the grievance
31 disposition are incorporated as Exhibit "A" of this Article. An adequate
32 number of these forms shall be printed by the District. Forms for filing a
33 grievance shall be available from the Association and District offices.
34

35 9. A grievant may in no event be represented by an officer, agent or other
36 representative of any teachers' organization other than the Association.
37

38 10. Notwithstanding the expiration of this Agreement, any claim or grievance
39 arising hereunder may be processed through the grievance procedure until
40 resolution.

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
38 378 minutes, including a preparation period equivalent to a student instructional period,
39 excluding lunch, and a lunch passing period. The instructional year shall consist of a
40 minimum of 64,800 instructional minutes. The 64,800 annual instructional minutes
41 requirement shall not be exceeded by more than 200 minutes in any year. For
42 traditional schedule sites, there will be six (6) 58-minute periods with 30 minutes

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

5
6 Modified Bell Schedules for 9-12 Schools: The modified block schedule for 9-12
7 schools is effective July 1, 2022 (Exhibit "D"). Block schedules may be implemented
8 at a site with the vote of 60% of the total number of teachers at the site. A site may
9 terminate the block schedule following the vote of 60% of teachers at the site, and the
10 site will be returned to the previous schedule. A site that does not have a previous non-
11 block schedule shall default to high school bell schedule Exhibit C-2. A vote to change
12 the schedule must be completed by January 31 for implementation in the following
13 school year. The election shall be run by MTA site representatives in collaboration
14 with site administration. For the purpose of the Modified Bell Schedules for 9-12
15 schools, the term "teachers" as defined in Article III, Section B is incorporated herein.

16
17 5. For Continuation High Schools and Opportunity School:

18
19 300 minutes (7 equal periods), including a preparation period equivalent to a student
20 instructional period and excluding a 15 minute break.

21
22 The seven periods shall continue to be assigned consecutively except individual
23 teachers may be scheduled between 8:30 a.m. and 6:55 p.m. For the 2022-23 school
24 year, the student instructional day will start at 9:00 a.m.

25
26 A teacher shall be assigned either to the morning session or the afternoon session. No
27 teacher shall be assigned from the morning session to the afternoon session, or from the
28 afternoon session to the morning session without a teacher agreement.

29
30 The District may schedule double sessions (classes) between 8:30 a.m. and 6:55 p.m.
31 For the 2022-23 school year, the student instructional day will start at 9:00 a.m.

32
33 6. School Psychologist/Social Worker:

- 34
35 a. Each school psychologist shall work a professional workday. The school
36 psychologists' professional workday will include their availability for before or
37 after school student meetings related to their job duties. This includes but not is
38 limited to student counseling needs, Student Study Team (SST), Section 504, and
39 Individualized Education Plan (IEP) meetings in addition to ensuring assessment
40 guidelines and timelines are met related to these. A professional workday includes
41 participation in staff development programs, department meetings and other
42 professional activities related to their assignment. The District and the Association
43 recognize that activities in furtherance of these duties are work related.
44
45

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

7. Hourly Independent Study Teachers

- a. A teacher that is a regular teacher with the District may work no more than 4 hours per school day outside of the school day, including but not limited to Independent Study and Home and Hospital. The four (4) hour limit may be exceeded due to mandated testing or vacation/holiday periods.
- b. A teacher that only works in the Independent Study Program may work up to 45 hours per week.
- c. Special Education Independent Study Teachers shall be compensated for IEP's, triennial reviews, annual reviews and necessary IEP meetings pertaining to evaluations. If a Special Education Independent Study teacher is required to perform the duties pertaining to a triennial review they shall be compensated for four (4) hours, and if they are required to perform the duties of an annual review, they shall be compensated for two (2) hours. Duties include student assessment, writing of the report, coordination of the IEP meeting, and completion of IEP documents.
8. Cal-SAFE Teachers: The workday for Cal-SAFE members of the bargaining unit shall be 450 minutes per day including recess, preparation and a duty-free lunch of at least 30 minutes. The Cal-SAFE program is administered, directed and supervised by the District's Alternative Education Program, not Child Development and paid from a separate salary schedule.
9. Full-time School Counselor schedules may be modified to provide assistance to students before and after school. Prior to the first student instructional day, the site administrator will develop a schedule after receiving input from the counselors. No involuntary assignment shall be made to periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed. If a counselor is involuntarily assigned to a 0-6 or 2-8 schedule, they will not be involuntarily assigned to a 0-6 or 2-8 schedule the following year, unless there are three or fewer counselors at a site. If there are fewer than three counselors at a site, a counselor may be involuntarily assigned a maximum of two years in a row. Sites shall have the flexibility to choose all 0-6 or 2-8 schedules. A modified schedule does not excuse a counselor from participating in other required job duties as a part of the professional work day.

During State mandated testing, hours of employment may be modified from the aforementioned instructional minutes per day, as long as the total instructional minutes does not exceed the instructional minutes for the week outlined in this section.

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

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

25 1-6 teachers will not have yard duty.
26

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

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

37 C. TK-12 Meetings
38

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

44 The District shall not schedule meetings before 11:00 am on a mutually agreed upon non-
45 student work day prior to the first student attendance day to allow for the MTA General
46 Membership meeting. In addition, the District shall not schedule meetings on any day of

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

6
7 Certificated employees will not be required to attend more than four District meetings per
8 year.

9
10 Notice of Meeting – The District will provide a draft agenda for all meetings teachers are
11 required to attend which must be posted at least forty-eight (48) hours in advance, excluding
12 weekends and holidays.

13
14 Staff meetings should not be called unless they are needed. Information that does not require
15 discussion or explanation should be handled in writing. The limitation on full staff meetings
16 should not be circumvented by breaking up the staff into grade level groups. During any staff
17 meeting, teachers may be broken into groups (by grade level or department as part of the staff
18 meeting).

19
20 Attention should be given to the setting of the agenda, control of discussion, and generally
21 conducting the meeting with an understanding that other peoples' time is important and a
22 sensitivity to the reality that they are tired at the end of the day.

23
24 In addition to the above, the Superintendent has agreed that principals should not hold
25 meetings unless they are needed. He/she has agreed to review the excess meetings with
26 principals to solve the problem.

27
28 A site staff meeting is defined as a meeting which TK-12 teachers are required to attend.
29 Grade level or department meetings held during the workday are not considered site staff
30 meetings.

31
32 Starting with the 2019-20 school year, 26 early release days will be scheduled for
33 collaboration. In order to facilitate scheduling, these early release collaboration days shall
34 be scheduled on the same day of the week throughout the school year and will be mutually
35 agreed to by District and MTA. The daily instructional time and work hours will be
36 adjusted as appropriate to meet the annual student contact times as agreed. Teachers are
37 required to remain on site unless directed otherwise. Planning for early release will be
38 developed in consultation with the site leadership team.

39
40 Collaboration time shall be defined as follows:

- 41
42 1. Collaboration time will involve teachers and administrators working together to improve
43 student achievement by clearly defining the content and skills students must learn,
44 creating common formative assessments to determine student acquisition of those content
45 and skills, examining student data to determine remediation or progression plan, working
46 collaboratively to identify most effective research-based instructional practices,

1 development of lessons, and working together as professionals to engage in job
2 embedded learning.

- 3
4 2. Collaboration agendas shall be mutually agreed upon between the site administration and
5 the Site Leadership Team. These agendas shall be responsive to the needs of the students
6 and focus on improving student achievement. The following four (4) questions will
7 guide collaboration:

- 8 a. What do we want students to learn?
9 b. How will we know they are learning?
10 c. How will we respond when they don't learn?
11 d. How will we respond if they already know it?

- 12
13 3. All teachers shall come prepared to each collaboration meeting and actively participate as
14 an equal member of the team.

- 15
16 4. Site administrators are equal members in the process of improving student achievement
17 and will act to provide support and guidance during collaboration time.

- 18
19 5. Team purposes and best practices may be shared at site leadership and staff meetings.

- 20
21 6. Collaboration time shall not exceed 60 minutes unless the members of the team
22 voluntarily agree to meet for additional time.

- 23
24 7. Site administration in consultation with each collaboration team/department or grade
25 level will mutually agree upon their on-site meeting location.

- 26
27 8. Specialty groups, including but not limited to art, music, shop teachers, etc., may meet
28 off site with job alike teachers from other sites with prior approval of site administration.

- 29
30 9. In order to evaluate and improve the collaboration process, the Association and District
31 shall jointly survey bargaining unit members in November and May of each year
32 regarding the effectiveness of the collaboration structure and/or activities. The survey
33 results shall be collected and disseminated in the aggregate (District-wide), rather than by
34 school site. The joint intent of the survey will be to assist site administration and
35 leadership teams in supporting effective collaboration. The initial survey will occur in
36 spring 2019.

- 37
38 D. In addition to "B" above, employees in grades 7-12 may be required to devote a reasonable
39 amount of time to other duties assigned by the building administrator.

40
41 As a guideline, the time spent by the employee in grades 9-12 on such additional work-
42 related duties should not exceed approximately 15 hours during a school year. In grades
43 7-8, such additional work-related duties, including bus and hall duty, should not exceed 15
44 hours during a school year.

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

10
11
12
13
14
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 Rate
25 (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 Beginning with the 2016-17 school year, Spring Break shall be the second week following
33 the end of the third quarter. There shall be a floating Friday holiday in the spring on the day
34 known as "Good Friday."

35
36 Commencing the 2019-20 school year and thereafter, bargaining unit representatives will
37 meet starting in September in order to develop and complete the calendars by November 1
38 of each biennial cycle to develop two (2) subsequent school calendars to present to the
39 Board of Education.

40
41 Commencing the 2019-20 school year and thereafter, CDP bargaining unit representatives
42 will meet starting in November in order to develop and complete the calendars by winter
43 break of each biennial cycle to develop two (2) subsequent school calendars to present to the
44 Board of Education.

1 F. Minimum Days (Per School Year)

2
3 Twelve (12) minimum days or time equivalent of student/non-contact times for grades
4 7-12 to be utilized for school and professional activities as scheduled by the principal after
5 consultation with the school staff.

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

11
12 Special Education classes shall have minimum days as stated above.

13
14 One of the existing minimum days shall be used as a minimum day the Wednesday prior to
15 Thanksgiving.

16
17 G. Elementary Preparation Periods, Grades 1-6

18
19 There shall be a weekly elementary preparation period at each elementary school site
20 (which includes special education), for grades 1-6 within the following guidelines:

- 21
22 1. Two thirty (30) minute preparation times during the student instructional day for each
23 1-6 teacher. Administration will schedule each 1-6 teacher's preparation time.
- 24
25 2. Certificated employees who are teacher of record will receive prep time.
- 26
27 3. Prep time not received due to holiday, full-day professional development, field trips, or
28 minimum day will not be made up.
- 29
30 4. Prep time will be re-evaluated annually with a goal of equal distribution for teachers
31 receiving prep.
- 32
33 5. The regular teacher on preparation time shall not be responsible for or interrupted for
34 purposes of handling student discipline for misconduct occurring during preparation
35 time.
- 36
37 6. The District will make a good faith effort to allow elementary teachers the use of their
38 own room for preparation; however, at schools where facility considerations make this
39 unrealistic, teachers may not be able to use their own rooms for preparation.
- 40
41 7. All elementary teachers may organize their day to facilitate up to 60 additional minutes
42 per week beyond the contractually required 60 minutes of preparation. The additional
43 minutes are described as a supplementary preparation plan for the purpose of this
44 agreement.
- 45
46 8. Any first through sixth grade supplementary preparation plan to add additional
47 preparation time must be educationally valuable and must comply with course
requirements consistent with Education Code.

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

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

I. Duty Free Lunch (TK-6)

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

J. Period Assignment for 7-8 Teachers

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

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

Teachers in grades 7-8 will be assigned over the eight period day (5 class periods, 1 lunch, and 1 preparation period), either periods 0-6, 1-7 or 2-8. If mutually agreed between the teacher and principal, a teacher may be assigned non-consecutively (i.e. 1-3 and 5-8). Failure to mutually agree shall not cause any reprisals or negative actions towards the teacher.

Teachers may be assigned periods 1-8 or 0-7 (6 class periods, 1 lunch period, and 1 preparation period) on a voluntary basis. Teachers will receive an 8th period stipend for six teaching periods (i.e. classes paid as 8th period stipend).

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

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

K. Period Assignment for 9-12 Teachers

Upon mutual agreement, the principal will normally assign staff at grades 9-12 to periods 1-7 unless there is a need to assign to periods 0-6 or 2-8. In such cases, the preference of all staff members will be taken into account. No involuntary assignment shall be made to

periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed. If a teacher is involuntarily assigned to a 0-6 or 2-8 schedule they will not be involuntarily assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher credentialed to teach the eighth period subject.

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

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

L. Emergency School Closure

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

M. Mandated Reporter Training

1. As part of their professional duties, certificated employees will complete required trainings annually within the established time window. The mandated trainings are:
 - a) California Mandated Reporter
 - b) Blood Borne Pathogens
 - c) Recognizing and Preventing Youth Suicide
 - d) School Bullying
 - e) Computer Security Awareness
 - f) Prevention of Harassment
2. The California Mandated Reporter and Prevention of Harassment trainings will be provided by the District during a Staff Development Day or faculty meeting.
3. The delivery of each training may be via online instruction assigned during or outside the work day, in addition to being provided during a Staff Development Day or faculty meeting.

4. The delivery of the training will be uniform throughout the District in each school year.
5. If training is delivered via online instruction and assigned outside the work day, each certificated staff member will be compensated for one (1) hour at the curriculum development rate for each training.
6. A certificated staff member that is absent for a training delivered during a Staff Development Day, faculty meeting or via on-line during the work day, will be required to complete these trainings outside of their work day.

N. Professional Development

For the 2022-2023 school year commencing July 1, 2022, the District shall pay the equivalent of .5% of a bargaining unit member's annual base salary upon completion of six (6) hours of District-approved professional development that aligns with California State Standards, Culturally Responsive Instruction, differentiated instruction and social emotional learning, Special Education, CAASPP Training, Physical Restraint Reduction training, inclusive practices, curriculum training, and or other topics identified by the District. An additional .5% of a bargaining unit member's annual base salary will be paid for completing an additional six (6) hours, for a total of twelve (12) hours of District-approved professional development during the 202-23 school year. This professional development is exclusive of any other professional development for which compensation is paid. The District will provide the appropriate form that will require site administrator and Education Services approval. All hours must be completed and submitted by June 30, 2023, for the 2022-23 school year.

O. Full Day Kindergarten and Transitional Kindergarten

1. Commencing the 2019-2020 school year, the District may implement a full-day Kindergarten (including Transitional Kindergarten) program as described below:
2. Any full day program shall be for the entire instructional school year.
3. Full day TK/K teachers shall have recess breaks equivalent to first grade with no supervision duties.
4. Full day TK/K teachers shall have the same Preparation Schedule as a full time first grade teacher assigned to the school site.
5. Each full day TK/K class shall receive a minimum of five (5) hours per day of instructional support from classified staff or elect to receive a stipend in lieu of the instructional support from classified staff. The stipend amount will be equal to the Eighth Period Assignment on the Flat Rate Extra Duty Stipend Schedule. Each full day TK/K teacher shall make his/her selection for the following school year by the last teacher workday in March of current school year or ten (10) calendar days after reassignment or transfer to TK/K the following year.

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

ARTICLE V

LEAVES

- 1 A. Employees on the unpaid leave specified in paragraph B below shall have the right to pay
2 insurance premiums subject to the following limitations:
 - 3
 - 4 1. The insurance benefit is provided by this contract.
 - 5
 - 6 2. The District contract with the carrier permits employees on unpaid status to pay such
7 premiums.
 - 8
 - 9 3. The payments are made pursuant to forms and procedures established by the District.
 - 10
 - 11 4. The employee and the Association agree to hold the District harmless from any claims
12 or legal actions arising from the provisions of this Article.
 - 13
- 14 B. The right to pay insurance premiums shall be limited to employees on the following leaves:
 - 15
 - 16 1. Absence in Excess of Earned Sick Leave
 - 17
 - 18 2. Personal
 - 19
 - 20 3. Peace Corps/Americorps
 - 21
 - 22 4. Teacher Corps
 - 23
 - 24 5. Organization Leave
 - 25
 - 26 6. Legislative Leave
 - 27
 - 28 7. Association Leave
 - 29
 - 30 8. Child Care Leave
 - 31
 - 32 9. Military Leave
 - 33
 - 34 10. Family Care Leave
 - 35
- 36 C. Subject to compliance with the rules and regulations relating thereto, only the following
37 leaves shall be available without approval by the Board.
 - 38
 - 39 1. Sick Leave
 - 40
 - 41 2. Industrial Accident and Illness Leave
 - 42
 - 43 3. Jury Duty Leave
 - 44
 - 45 4. Personal Necessity Leave

1 5. Absence in Excess of Earned Sick Leave

2
3 6. Pregnancy Leave

4
5 7. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household

6
7 8. Bereavement Leave

8
9 D. LEAVES

10
11 1. A good faith effort shall be made to return the employee to the same school and
12 department in the high school and junior high school and grade level in elementary
13 schools.

14
15 2. The District at any time may require supporting evidence including documentation, if
16 appropriate, or state reason for leave. Such evidence shall be required within a
17 reasonable time. False statements related thereto shall be grounds for withholding
18 leave benefits and for such other disciplinary action as the District deems appropriate.

19
20 3. Employees returning from leave of absence of indefinite duration shall provide notice
21 of return to the Human Resources Office within one week of their planned return.

22
23 4. Except for unforeseen conditions beyond the control of the employee, which prevent
24 timely return to work, an employee who fails to return to work at the expiration of
25 approved leave shall be deemed to be absent without justification, and be subject to
26 disciplinary action.

27
28 5. Effect on Progressive Salary Advancement. Time spent on the following leaves
29 counts as part of the service required for progressive salary advancement:

30
31 a. All Paid Leaves

32
33 b. Exchange Leave

34
35 c. Federal Grant Leave

36
37 d. Military Leave

38
39 e. Legislative Leave

40
41 f. Organization Leave

42
43 g. Association Leave

44
45 h. Sabbatical Leave

46
47 i. Job Sharing Leave (subject to service requirements)

48
49 Time spent on other types of leaves does not count toward progressive salary advancement.

- 1 6. Time Limits. No leave, except Military Leave, may be approved beyond June 30 of any
2 school year. In case a leave might require absence in two different school years, an
3 extension of said leave may occur.
4
- 5 7. Leave Credit and Payment for Part-time Employees. In the case of employees who
6 work less than a full-time basis, the accumulation of leave credit and the payment of
7 salary shall not exceed the pro-rata share of full leave credit of salary payment, unless
8 expressly provided otherwise in this Agreement. For part-time employees, full salary
9 means the salary to which the employee would normally be entitled, but no part-time
10 employee shall receive leave credit or salary for days on which the employee would not
11 be required to work.
12
- 13 8. Notwithstanding any restrictions on eligibility for a particular leave contained in this
14 Agreement, if the statutes of this state require the District to authorize such a leave, the
15 employee shall be deemed eligible for such leave.
16

17 E. Sick Leave
18

19 1. Eligibility: All contracted certificated employees except hourly.
20

21 2. Compensation: Full salary.
22

23 3. Provisions:
24

25 a. Full-time employees shall receive ten (10) days of sick leave yearly.
26

27 Certificated employees who are employed on less than a full-time basis shall accrue
28 sick leave as follows:
29

30 10 x FTE Days Worked Per Week
31

32 5
33

34 b. After ten (10) consecutive days of absence, an employee shall submit a "leave of
35 absence" form to the Human Resources Office.
36

37 Proof of illness of the employee may be required if absences for the school year
38 exceed twenty (20) days. The Associate Superintendent, Human Resources may
39 require a written, signed certificate as proof of illness from a licensed medical
40 practitioner.
41

42 In addition, if such leave privileges appear to be abused by repeated one or partial
43 day absences, the Associate Superintendent, Human Resources or designee may
44 require proof of illness including a licensed medical practitioner's verification of
45 illness. Lack of satisfactory proof of illness shall result in a refusal to allow such
46 time off to be charged to sick leave and will be considered unpaid leave.
47

48 c. Failure to give adequate notice of absence or intent to return to duty after such
49 absence may be grounds for disciplinary action.

d. The District may require a physical examination by a licensed physician, at District expense, to confirm fitness to resume duties before the employee is eligible to return to work.

e. Falsification of information may be grounds for disciplinary action. The employee shall be notified within five (5) working days of his return when an absence is questioned.

If after the five (5) days the site administrator has objectively substantiated evidence that the employee has falsified the stated reasons for absence, the employee may be required to respond to such evidence.

This does not preclude discussion between the site administrator and the employee concerning the stated reasons for absence.

f. Teachers will be able to donate up to five days of sick leave per year to other bargaining unit members who are determined to be terminally ill, or are suffering from an illness that could prove terminal, once the ill teacher's sick leave has been exhausted. This provision is not subject to District approval or limitation by site.

g. A spouse, child, sibling or parent may donate an unlimited number of their sick leave days to said relative.

h. A bargaining unit member may donate up to five (5) sick leave days per school year to another bargaining unit member. The bargaining unit member's use of such days shall be subject to the following conditions/limitations:

The receiving bargaining unit member must exhaust his or her available sick leave and is not eligible for other types of leaves including catastrophic leave prior to receiving an annual donation of sick leave days.

Donated sick leave shall not be used for recreation, holidays, vacation, or to extend weekends.

The maximum amount of leave that may be received and used by a bargaining unit member is 30 days in a 3-school-year period.

The District may prohibit receipt of such leave if there is suspected abuse of sick leave.

F. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household

1. Eligibility: All contracted certificated employees except hourly.

2. Maximum Time Limit: Five (5) days for one illness.

3. Compensation: Full salary.

1 4. Provisions:

2
3 An employee's absence for serious illness or hospital confinement of a member of the
4 immediate household of the employee shall be charged, at the election of the employee,
5 against accumulated sick leave without loss of pay. Such leave shall not exceed five (5)
6 days for any one illness nor be for less than one-half (1/2) day.

7
8 Proof of illness of immediate family member may be required where absence exceeds
9 five days. The Associate Superintendent, Human Resource or designee may require a
10 written signed certification as proof of illness from a licensed medical practitioner.

11
12 After available "personal necessity" and "sick leave – illness or hospital confinement of
13 member of immediate household" – have been exhausted, an additional five days of
14 available sick leave may be taken at full pay (implementation 2003-04).

15
16 Members of the immediate family are defined as follows:

- 17 a. Spouse;
18 b. Registered domestic partner;
19 c. Natural, step, foster, or in-law: mother, father, sister, brother, son, daughter,
20 uncle, aunt, grandfather, grandmother, grandchild; or
21 d. A relative of either spouse/domestic partner living in the immediate household of
22 the employee.

23
24 G. Industrial Accident or Industrial Illness Leave

25
26 1. Eligibility: For employees as provided by law.

27
28 2. Maximum Time Sixty (60) work days.
29 Limit:

30
31 3. Compensation: Full salary.

32
33 4. Provisions:

34
35 Pursuant to the provisions of Education Code Sections 44984 and 45192, employees
36 shall be provided leave of absence for industrial accident or illness under the following
37 rules and regulations:

- 38
39 a. The accident or illness shall have arisen out of and in the course of employment and
40 shall be accepted as a bona fide injury or illness arising out of and in the course of
41 employment by the State Compensation Fund.
42
43 b. Allowable leave for each industrial accident or illness shall be for the number of days
44 of temporary disability not to exceed sixty (60) working days in any one fiscal year.
45
46 c. Allowable leave shall not be accumulated from year to year.
47
48 d. The leave under these rules and regulations shall commence on the first day of
49 absence.

- 1 e. When an employee is absent from duty due to industrial accident or illness, the
2 employee shall be paid such portion of the salary due for any month in which
3 absence occurs, as when added to the employee's temporary disability indemnity
4 under Division 4 or Division 4.5 of the Labor Code, shall result in payment to the
5 employee of not more than full salary.
6
7 f. Industrial accident or illness leave shall be reduced by one (1) day for each day of
8 authorized absence regardless of temporary disability indemnity award.
9
10 g. When an industrial accident or illness leave extends into the next fiscal year, the
11 employee shall be entitled to only the amount of unused leave due him for the same
12 illness or injury.
13
14 h. During any paid leave of absence, the employee shall endorse to the District the
15 temporary disability indemnity checks received due to his/her industrial accident or
16 illness. The District, in turn, shall issue the employee appropriate salary warrants in
17 payment of the employee's salary and shall deduct normal retirement and other
18 authorized contributions.
19
20 i. The benefits provided by these rules and regulations shall be applicable to
21 employees upon employment.
22
23 j. Any employee receiving benefits as a result of these rules and regulations shall,
24 during the period of injury or illness, remain within the State of California unless the
25 governing board authorizes travel outside of the state.
26
27 k. Upon termination of the industrial accident or illness leave, the employee shall be
28 entitled to the benefits provided for sick leave (Education Code Sections 44977,
29 44978, 44983) and his/her absence for such purpose shall be deemed to have
30 commenced on the date of termination of the industrial accident or illness leave,
31 provided that if the employee continues to receive temporary disability indemnity,
32 he/she may elect to take as much of his/her accumulated sick leave which, added to
33 his/her temporary disability indemnity shall result in payment to him/her of not more
34 than his/her full salary.
35

36 H. Bereavement Leave
37

- 38 1. Eligibility: All contracted certificated employees except hourly.
39
40 2. Maximum Time For spouse, registered domestic partner, parent, step-parent, child,
41 Limit: step-child, or if the employee is the main caregiver, trustee of the
42 estate or holds power of attorney status, seven days will be granted
43 for Bereavement Leave. Verification of status may be required by
44 the Human Resources Office. For all others defined below in
45 paragraph 4, three work days, or five work days if travel is over 300
46 miles.
47

48 Bereavement leave is provided on a per person basis.
49

1 The bereavement leave will be used within a year.

2
3 3. Compensation: Full salary.

4
5 4. Provisions:

6
7 Others defined in this section include “immediate family” as defined in Section F(4) but
8 not referenced in H(2) above.

9
10 Bereavement Leave may be extended through use of Personal Necessity Leave.

11
12 I. Sabbatical Leave

13
14 1. Requirements:

15
16 a. Status: Employee with permanent status.

17
18 b. Service:

19
20 1) Employees shall have rendered service in a certificated position or positions in
21 the District for at least seven (7) consecutive years preceding the beginning of
22 a leave. A minimum of 150 full-time equivalent days shall have been served
23 during each of such years, dated from the beginning of a semester. Only
24 service rendered subsequent to return from the most recent Sabbatical Leave or
25 subsequent to the most recent commencement of service is counted. Time
26 spent on a leave is not considered as a break in continuity of service but cannot
27 be included as part of the seven-year service except that the time spent on paid
28 military leave, on exchange leave, or federal grant leave for not more than one
29 (1) year may be included as part of the seven-year service requirement.

30
31 2) During the two (2) consecutive semesters immediately preceding the beginning
32 of the leave, the employee shall have served a minimum of 150 days in the
33 District or have been on military or federal grant leave during the two (2)
34 immediately preceding semesters.

35
36 3) The employee shall have served satisfactorily for the three (3) years of service
37 immediately preceding the period of the leave.

38
39 Note: When more requests for Sabbatical Leave are received than can be
40 granted, those with least priority shall be denied. Factors that shall be among
41 those considered in granting Sabbatical leaves shall include, but not be limited
42 to: compliance with application requirements, eligibility, value of the program
43 to the District, seniority in the District, length of leave--semester or year,
44 ability of District to finance leaves, whether leave has been previously granted.

45
46 c. The employee is obligated to serve two full years after they return from the
47 Sabbatical Leave.

1 d. Length of Leave:

2
3 Sabbatical Leaves shall be granted for no less than one (1) full semester nor for
4 more than one (1) full year.

5
6 e. Compensation:

7
8 An employee on Sabbatical Leave shall receive 50% of his/her basic salary.
9 (Retirement and health benefits shall be prorated to a maximum of 50%.)

10
11 2. Request for Sabbatical Leave:

12
13 A preliminary request for Sabbatical Leave should be filed in the office of the site
14 administrator by October 15 for leaves to begin September 1 of the following year.
15 Final plans shall be submitted to the Associate Superintendent, Human Resources by
16 November 1. Applications received after November 1 shall not be given consideration.
17 If the leave is to begin the second semester of the next school year, the preliminary
18 request should be submitted no later than March 1, and the final plans May 1.
19 Applications received after March 1 shall not be given consideration. Requests for leave
20 shall be submitted in writing and shall state the purpose for which the leave is to be
21 granted. If the leave is to be granted for study, the request shall indicate the location of
22 the proposed study, the major work to be undertaken, and how the proposed study
23 relates to the professional responsibilities of the teacher. If the leave is requested for
24 travel, the request shall indicate the total travel plan of the applicant together with the
25 relation of this travel plan to the applicant's professional responsibilities.

26
27 Not more than one percent (1%) of the employees in the unit shall be on Sabbatical
28 Leave at any time.

29
30 The District shall convene the Sabbatical Leave Committee no later than November 15.
31 Recommendations shall be submitted to the Superintendent no later than December 1.
32 The Superintendent shall consider the Committee's recommendation and submit
33 recommendations to the Board of Education. The Board's decision shall be final. A
34 reasonable effort shall be made to present recommendations to the Board of Education
35 no later than the December meeting of the Board.

36
37 3. Sabbatical Leave Committee:

38
39 The Sabbatical Leave Committee shall consist of at least five (5) full-time certificated
40 employees; each member of the Committee shall have had a Sabbatical Leave. In the
41 event there are not a sufficient number of such persons available, additional members
42 shall be appointed by the Superintendent as needed and be representative of both
43 elementary and high school. The Sabbatical Leave Committee shall act as an advisory
44 committee on Sabbatical Leaves and recommend leaves to the Superintendent.
45 Members of the Committee shall serve a period of two (2) years and be eligible for
46 reappointment only once in five (5) years after the expiration of the term of office.
47
48

1 4. After Sabbatical Leave:

2
3 The District shall accord good faith consideration to employee preferences relating to
4 work site for employees returning at the expiration of a Sabbatical Leave.
5

6 5. Retirement:

7
8 Sabbatical Leaves shall count toward retirement, and full retirement contributions shall
9 be deducted from warrants in the usual manner.
10

11 6. Types of Sabbatical Leaves:

12
13 a. Leave for Travel: Travel shall constitute a planned program involving a substantial
14 portion of the year of leave. Such travel shall have educational value as its purpose.
15 A complete plan for such travel shall be submitted with the original application for
16 leave. Evidence of travel experiences shall be presented upon return to the District.
17 Such evidence may include, but not be limited to personal photographs, slides, and
18 other materials, including passport documents.
19

20 b. Approved Study: An approved study leave is one during which the employee
21 pursues a program of upper division or graduate study in residence (not
22 correspondence courses) in an accredited institution of higher learning including
23 foreign universities. The courses shall relate to the present or prospective service of
24 the employee or shall qualify him/her for a needed credential or higher degree. The
25 courses shall be completed and credited within the leave period. The completion of
26 previous incomplete courses and/or the completion of work after the end of the
27 leave period cannot be used to fulfill sabbatical obligations.
28

29 c. Work Sabbatical: An approved work leave is one in which the employee is
30 employed in an occupation related to a teaching assignment and works full or part-
31 time in the location of the temporary employer. A specific work plan shall be
32 cooperatively developed by employer and school employee. A commitment shall
33 be required from the temporary employer specifying acceptance for the period of
34 the Work Sabbatical. The temporary employer shall pay the remaining 50% of
35 salary for the period employed. Total payment would not exceed the amount
36 prescribed by the current salary schedule. The District may request the temporary
37 employer to complete an evaluation. The District may conduct periodic evaluation
38 of the employee and the work assignment.
39

40 d. Combination: Requests may be made for Sabbatical Leave combining study, travel,
41 and/or work.
42

43 7. Failure to Complete Leave:

44
45 If a Sabbatical Leave cannot be completed for some unforeseen reason or circumstance
46 beyond the employee's control, partial compensation may be obtained only if a
47 significant portion of the original purpose of the leave has been accomplished. If
48 compensation is allowed, it shall be on a prorated basis according to the portion of the
49

requirements of the leave completed. Under special circumstances, the Sabbatical Leave Committee may recommend other projects in lieu of travel or study.

8. Change of Plan:

Type of Sabbatical Leaves may be combined to one (1) semester or in separate semesters or in quarters.

9. Time for Study and Travel:

Sabbatical obligations shall be pursued during the period of the leave. Summer travel or study or work does not fulfill Sabbatical Leave obligations.

10. Status Report:

An employee on Sabbatical Leave shall keep the Associate Superintendent, Human Resources informed of his/her mailing address during such leave.

11. Final Report:

Each employee shall submit a final report to the Human Resources Office.

- a. For a study leave, the report shall include a brief description of the courses completed and their professional implications.

Note: For leaves involving college or university credit, an up-to-date transcript shall be filed with the Human Resources Office no later than September 1.

- b. For travel leave, the report should be 1,500 or more words and include a description of places visited and an evaluation of the experiences significant to the employee as an educator.
- c. For work leave, the report shall summarize the relevant work experience and its implications for the employee's professional responsibilities.

12. Completion of Leave:

For an academic year sabbatical, the sabbatical final report should be filed by the following December 1st. Half-year sabbatical leave reports should be filed within two (2) months after the final date of the Sabbatical Leave. Payment for services rendered after return to duty cannot be made until either:

- a) The final report is submitted and approved by the Superintendent, or
- b) The employee submits a statement asserting intention not to fulfill the leave requirements, in which case no compensation may be paid for the leave and any compensation received since inception of the Sabbatical Leave must be returned.

1 13. The Board may require that the employee furnish a suitable bond indemnifying the
2 Governing Board and the District against loss in the event the employee fails to render at
3 least two (2) years of service following the return of the employee from leave of
4 absence.

5
6 14. Payment:

7
8 Salary for Sabbatical Leave shall be paid in the same manner as if the employee were
9 rendering service in the District from which the Sabbatical Leave is taken upon the
10 furnishing by the employee of a suitable bond indemnifying the Governing Board and
11 said District against loss in the event the employee fails to return and render at least two
12 (2) years' service immediately following the Sabbatical Leave provided the employee
13 submitted, prior to such salary payment, a statement in accordance with procedures
14 established by the Superintendent showing compliance with the conditions of the
15 Sabbatical Leave Agreement. Such bond shall be released in the event the failure of the
16 employee to return and render such two (2) years' service is caused by the death or
17 physical or mental disability of the employee. If the governing board finds and by
18 resolution declares that the interests of the District will be protected by written
19 agreement of the employee to return to the service of the District and render the agreed
20 upon period of service therein following his/her return from the leave, the governing
21 board, in its discretion, may waive the furnishing of the bond and pay the employee on
22 leave in the same manner as though a bond is furnished.

23
24 15. Incomplete Sabbatical Leaves:

- 25
26 a. Due to Injury or Illness: Subject to Section D, paragraph 3 of this Article,
27 interruption of a Sabbatical Leave Program caused by serious injury or illness shall
28 not be considered a failure to fulfill the conditions upon which such leave was
29 granted nor shall interruption affect the amount of compensation to be paid under
30 the terms of the leave agreement provided:
31
32 1) Notification as soon as practicable of injury or illness during Sabbatical Leave
33 is given to the Superintendent by means of registered or certified letter, and
34
35 2) Written evidence verifying the fact that the interruption of the program was
36 due to serious injury or illness is filed promptly with the Human Resources
37 Division.
38
39 b. Due to Other Causes: An employee who fails to complete all the requirements of
40 the Sabbatical Leave due to serious illness in the family or other causes beyond
41 his/her control may receive compensation on a prorated basis if a significant portion
42 of the requirement is complete.

43
44 For an incomplete Sabbatical Leave originally approved for one year, fractional
45 portions of requirements completed may be one-fourth (1/4), one-half (1/2), or
46 three-fourths (3/4).
47
48

1 The completion of the fractional portion of the requirements shall have been
2 accomplished during the particular period for which the Sabbatical Leave was
3 authorized and prior to return to active duty or prior to the beginning of a leave
4 immediately following the sabbatical leave.

5
6 J. Military Leave

- 7
8 1. Eligibility: All employees.
9
10 2. Maximum Time Duration of military obligations.
11 Limit:
12
13 3. Compensation: As required by law.
14
15 4. Provisions:

16
17 In the case of a probationary employee, absence shall not count as part of the service
18 credit to attain permanent status. Absence shall not constitute a break in service.
19 Credit is granted toward advancement on the salary schedule while on military leave if
20 the employee returns within six (6) months of honorable discharge. Employees shall
21 submit applications as soon as practicable.
22

23 K. Community Service Leave

- 24
25 1. Eligibility: All contracted certificated employees except hourly.
26
27 2. Maximum Time Three (3) work days.
28 Limit:
29
30 3. Compensation: Full salary.
31
32 4. Provisions:
33
34 a) An employee who holds a responsible position as an officer in a local community
35 group or organization is elected to represent this organization in a regional, state,
36 national, or world conference, that individual may be granted at least one (1) leave
37 of absence during the school year not to exceed a total of three (3) days to attend
38 this conference as an official representative of his/her community organization
39 without loss of pay.
40
41 b) Attendance at such a conference shall be verified by travel or hotel receipts,
42 program, or other appropriate evidence of participation.
43
44 c) Upon return, the employee shall verify in writing attendance at the conference for
45 the period of leave and that the employee was not reimbursed or entitled to
46 reimbursement for any loss of salary.
47
48

1 L. Jury Duty

- 2
- 3 1. Eligibility: All contracted certificated employees except hourly.
- 4
- 5 2. Maximum Time Duration of duty.
- 6 Limit:
- 7
- 8 3. Compensation: Full salary (if fees paid by the court are endorsed to the District).
- 9
- 10 4. Provisions:
- 11
- 12 a) The District shall grant leaves of absence with pay for jury duty. Any fees paid for
- 13 jury duty shall be endorsed to the District.
- 14
- 15 b) Employees called for jury duty shall notify their site administrator immediately
- 16 upon receipt of the jury summons. Notification of return shall be as soon as
- 17 possible.
- 18

19 M. Personal Partial-Paid Leave

- 20
- 21 1. Eligibility: All contracted certificated employees except hourly.
- 22
- 23 2. Maximum Time Five (5) working days in any school year.
- 24 Limit:
- 25 3. Compensation: Regular salary less the approved daily substitute rate.
- 26
- 27 4. Provisions:
- 28
- 29 a) Leave request shall be submitted through the principal to the Associate
- 30 Superintendent, Human Resources.
- 31
- 32 b) Such leave may be granted for personal business that can be performed only during
- 33 school hours.
- 34
- 35 c) Examples of exclusion from such leave are:
- 36
- 37 1) Accompanying spouse on vacation.
- 38
- 39 2) Recreation.
- 40

41 N. Personal Necessity Leave

- 42
- 43 1. Eligibility: All contracted certificated employees except hourly.
- 44
- 45 2. Maximum Time Seven (7) working days per academic year.
- 46 Limit:
- 47
- 48 3. Compensation: Full salary to the extent that accumulated sick leave is available.
- 49 Otherwise, employees are not eligible for this leave.

1 4. Provisions:

2
3 Personal Necessity Leave is defined as an activity that is unavoidable and cannot be
4 taken care of at any time other than during the regularly scheduled teaching day. Up to
5 seven (7) accumulated sick leave days may be used by the employee for personal
6 necessity with notification but without advance permission, at the teacher's discretion.*
7 Personal Necessity Leave shall not be used for recreation, extending weekends,
8 holidays or vacation.
9

10 *Advance approval shall be required during periods of work stoppages, sickouts or
11 other concerted activities.
12

13 O. Long Term Illness Leave

- 14
15 1. A Long Term Illness Leave may be granted an employee upon written verification from
16 the personal physician that illness or accident shall keep the employee from duty for a
17 definite period of time.
18
19 2. The employee shall receive regular salary until expiration of accumulated sick leave.
20
21 3. This leave, including accumulated sick leave and the five month differential pay
22 periods shall run consecutively.
23
24 4. The five month period for which an employee is entitled by statute to the difference
25 between his/her salary and the approved per diem pay of a substitute teacher shall
26 include any period of illness for which the employee is required to use his/her
27 accumulated sick leave.
28
29 5. When sick leave is exhausted and differential pay is being utilized, the employee shall
30 submit a leave of absence form with a medical practitioner's note confirming their
31 illness. If an employee fails to submit the leave of absence form and physician's note
32 upon return to service, the employee will be docked their daily rate for the number of
33 days absence they collected differential pay.
34
35 6. For any portion of the five months remaining after expiration of accumulated sick leave
36 (less ten (10) days allowed for current year) the employee shall receive only the
37 difference between his/her salary and the approved per diem pay of the substitute
38 teacher. However, if a replacement teacher is employed on contract to fill the position,
39 the employee shall receive the difference between his/her regular salary and Column I,
40 Step I of the approved salary schedule at the expiration of accumulated sick leave.
41
42 7. An employee shall not be provided more than one, five month differential pay period
43 per illness or accident. However, if a school year terminates before the five month
44 differential pay period is exhausted, the employee may take the remainder of the five
45 months' differential pay in the subsequent school year.
46
47 8. The District may require a physical examination at District expense to confirm fitness
48 to resume duties by a mutually acceptable medical practitioner before the employee is
49 eligible to return to work.

1 9. No gainful employment may be undertaken while on Long Term Illness Leave.

2
3 10. This section applies to all contracted certificated employees, except hourly.

4
5 P. Absence in Excess of Earned Sick Leave and Differential Pay

- 6
7 1. When an employee is absent because of illness, quarantine or is on non-industrial
8 accident leave and has exhausted his/her accumulated sick leave and five months
9 differential pay, he/she may take a personal unpaid leave for up to one year. If the
10 employee does not return to work after the leave, he/she will be placed on a 39-month
11 re-employment list if he/she is a permanent employee and a 24-month re-employment
12 list if he/she is a probationary employee. Employees returning from unpaid personal
13 leave will be placed in available teaching positions based on the needs of the District.
14
15 2. In the event of personal leave granted as a result of illness, quarantine, or non-industrial
16 accident occurring under the provisions of this regulation, the employee, if permitted by
17 the carrier, is entitled to the opportunity to continue coverage under the District medical
18 insurance plan by personally paying premiums pursuant to forms and procedures
19 established by the District.
20
21 3. In consultation with the employee, the District may require a physical examination
22 by a licensed physician, at District expense, to confirm fitness to resume duties before
23 the employee is eligible to return to work.
24 4. This section applies to all contracted certificated employees, except hourly.

25
26 Q. Personal Leave

- 27
28 1. Eligibility: All contracted certificated employees except hourly.
29
30 2. Maximum Time One (1) academic year or remainder thereof.
31 Limit:
32
33 3. Compensation: No salary.
34
35 4. Provisions:
36
37 a. Employees shall be granted a leave of absence for personal reasons not to
38 exceed one (1) academic year or remainder of current year.
39
40 b. Personal Leave shall be for reasons not covered by other leaves and shall be in
41 the best interest of the District.
42
43 c. Requests for Personal Leave shall be submitted to the Associate Superintendent,
44 Human Resources through the principal. Requests for Personal Leave for one year
45 must be submitted thirty (30) days before the beginning of the academic year, if
46 practicable.
47
48 5. Personal Leave will not be granted to employees to engage in employment outside the
49 District with another school district.
50

- 1 6. The District retains the right to terminate employment if the employee is found to be
2 employed outside the District with another school district during the regular workday
3 while on Personal Leave.
4

5 R. Peace Corps Leave/Americorps
6

- 7 1. Eligibility: All permanent status certificated employees.
8
9 2. Maximum Time Two academic years.
10 Limit:
11
12 3. Compensation: No salary.
13
14 4. Provisions:
15
16 a. A Peace Corps Leave/Americorps may be granted to any permanent status
17 certificated employee to serve as a Peace Corps employee in any state, territory, or
18 possession of the United States or foreign country.
19
20 b. The employee shall have rendered service for at least three (3) years immediately
21 preceding the leave and shall be obligated to return to the District for at least two
22 (2) years following service in the Peace Corps/Americorps.
23
24 c. As soon as practicable, the employee shall submit a request in writing to the site
25 administrator; such request shall state the duration and location of the leave.
26
27 d. Peace Corps/Americorps Leave is limited to one (1) per certificated employee and
28 the Board of Education reserves the right to limit the number of participants in any
29 semester or year.
30
31 e. Time spent on Peace Corps/Americorps Leave counts as service for salary step
32 advancement. A minimum of ten (10) months or equivalent calendar days
33 employment with Teachers Corps shall receive one step advancement.
34

35 S. Teacher Corps Leave
36

- 37 1. Eligibility: All permanent status certificated employees.
38
39 2. Maximum Time One academic year unless extended for one additional year
40 Limit: by approval of the Board of Education.
41
42 3. Compensation: No salary.
43
44 4. Provisions:
45
46 a. A Teacher Corps Leave of Absence may be granted to any permanent status
47 certificated employee to serve as a teacher in the Teacher Corps in any state,
48 territory, or possession of the United States or foreign country.
49

- 1 b. The employee shall have rendered service for at least three (3) years immediately
2 preceding the leave and shall be obligated to return to the District for at least two
3 (2) years following service in the Teacher Corps.
4
5 c. As soon as practicable, the employee shall submit a request in writing to the site
6 administrator, such request shall state the duration and location of the leave.
7
8 d. Teacher Corps Leave is limited to one (1) per certificated employee and the Board
9 of Education reserves the right to limit the number of participants in any semester
10 or year.
11
12 e. Time spent on Teacher Corps leave counts as service for salary step advancement.
13 A minimum of ten (10) months or equivalent calendar days employment with
14 Teachers Corps shall receive one step advancement.
15
16 f. Service in Teacher Corps shall not count toward the seven (7) years requirement for
17 Sabbatical Leave; however, Teacher Corps Leave shall not constitute a break in
18 service for salary purposes.
19
20 g. If the State Teachers Retirement System permits service in the Teacher Corps to
21 count toward state retirement, the employer agrees to perform the administrative
22 tasks required by STRS in order for the employee to obtain such credit.
23

24 T. Organization Leave
25

- 26 1. Eligibility: All permanent status certificated employees.
27
28 2. Maximum Time One academic year. May be renewed annually during
29 Limit: incumbency by the Board of Education.
30
31 3. Compensation: No salary.
32
33 4. Provisions:
34
35 a. An Organization Leave of Absence may be granted to a permanent status
36 certificated employee to enable the employee to serve as an elected official of a
37 recognized professional educational or employee organization and for the sole
38 purpose of discharging the duties of such office.
39
40 b. Time spent on Organization Leave counts as service for salary step advancement.
41 No credit is allowed for any other benefits.
42

43 U. Legislative Leave
44

- 45 1. Eligibility: All permanent status certificated employees.
46
47 2. Maximum Time One academic year. May be renewed annually during
48 Limit: incumbency by the Board of Education.
49

1 3. Compensation: No salary.

2
3 4. Provisions:

4
5 a. A Legislative Leave may be granted to any permanent status certificated employee
6 to serve on an elective position in the city, county, state or federal government and
7 for the performance of any official duties connected therewith.

8
9 b. No salary or fringe benefit shall be paid by the District during the leave.

10
11 c. Time spent on Legislative Leave counts as service for salary step advancement.
12 No credit is allowed for any other benefits.

13
14 d. Requests for Legislative Leave shall be submitted as soon as practicable.

15
16 V. Association Leave

17
18 1. Eligibility: Three (3) persons designated by the Association except
19 home teachers, hourly independent study teachers, substitute
20 teachers, summer school, and adult school teachers.

21
22 2. Maximum Time One (1) academic year.
23 Limit:

24 3. Compensation: Full salary and fringe benefits.

25
26 4. Provisions:

27
28 a. The District shall grant up to three leave requests each year. The leave shall be
29 submitted, in writing, to Associate Superintendent, Human Resources by May 15 of
30 the preceding academic year.

31
32 b. Three (3) full-time equivalent shall be the maximum amount of leave available to
33 the Association each school year.

34
35 c. The Association shall reimburse the District the actual cost for all compensation
36 paid to the employee, including retirement and fringe benefits.

37
38 d. Leave shall be taken for the entire academic year.

39
40 e. If leave is taken on less than a full-time basis, the employee shall be responsible for
41 non-classroom duties in the same proportion as the time spent teaching is to normal
42 teaching load.

43
44 f. A plan shall be submitted detailing the employee's work schedule and the manner
45 in which non-instructional duties are to be performed. Such plan shall be approved
46 by the principal and the District before the leave is granted.

- 1 5. In addition to the above, Association Leave may be granted by the District to an
2 individual for Association business on a short-term basis. This leave requires prior
3 approval by the District. The Association shall reimburse the District for the actual
4 cost of the substitute plus fringe benefits paid by the District.
5

6 W. Pregnancy Disability Leave
7

- 8 1. Eligibility: All contracted certificated female employees except hourly.
9
10 2. Maximum Time Length of disability.
11 Limit:
12
13 3. Compensation: Full salary--charged to accumulated sick leave.
14
15 4. Provisions:
16
17 a. Absence under Pregnancy Disability Leave shall be for disabilities caused or
18 contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
19
20 b. Leave shall commence on the date the physician certifies that the employee is
21 medically unable to work. The District shall be given notice as soon as practicable.
22
23 c. A statement in writing attesting to the condition of pregnancy shall be submitted by
24 the personal physician of the employee at the time the request is submitted for a
25 leave of absence for pregnancy disability. Such requests shall be received as soon
26 as practicable prior to commencement of the leave.
27
28 d. The leave shall terminate when the employee's physician certifies that the employee
29 is medically able to return to work. Notice of return to work shall be given as soon
30 as practicable.
31
32 e. When the absence extends beyond accumulated sick leave, the employee shall
33 receive the difference between regular salary and the amount paid to a substitute for
34 the length of time the employee is entitled by statute for such pay.
35

36 X. Child Care Leave
37

- 38 1. Eligibility: All contracted certificated employees except hourly.
39
40 2. Maximum Time One (1) academic year.
41 Limit:
42
43 3. Compensation: No salary.
44
45 4. Provisions:
46
47 a. Employees shall be granted a Child Care Leave for the purpose of childbearing or
48 childrearing.
49

b. If leave is requested for childbearing:

1) Pregnancy shall be confirmed in writing by the employee's personal physician.

2) With District approval, leave may commence at any time between the physician's confirmation of pregnancy and one year after the child is born.

c. If leave is requested for childrearing, the District may grant an employee such leave as a result of de facto or de jure custody of a child four (4) years of age or less.

Y. Job Sharing

1. Eligibility: Permanent elementary classroom teachers (grades TK-6 only).
Maximum number of shared assignments will be fifteen (15).

2. Maximum Time Limit: One year at a time. Must be approved by Associate Superintendent, Human Resources yearly, prior to January 31 for the following year. If disapproved, the Associate Superintendent, Human Resources will, upon written request by the employees, provide the reasons in writing.

3. Compensation: Prorated salary and medical benefits in accordance with Article X Health and Welfare Benefits, Section B. One step for every two years of service towards salary advancement if teacher serves in a .50 FTE or greater assignment and works at least 75% of the teacher's scheduled assigned days. A teacher serving in a 40% assignment shall earn one step for every 4 years of service if the teacher works at least 75% of the teacher's scheduled assigned days.

4. Provisions:

Two permanent teachers may jointly file a request for a 50% leave of absence each or 60% and 40% leave, based upon a desire to share a grade TK-6 teaching assignment or a school year, provided:

a) If two teachers want to share an assignment, they shall file a request with the District Human Resources Office by December 15 in the school year prior to the leave. The request shall be submitted on the appropriate leave of absence form. By May 1st of the school year prior to the leave, the employees participating in the job share shall submit work calendar(s) as needed which identify the number of service days, collaboration, site staff development days and District-wide staff development days each teacher proposes to attend.

b) If either of the teachers who have agreed to share an assignment is unable to complete the obligation, the other teacher will assume the responsibility of the full-time assignment.

- c) When the two teachers elect to return to 1.0 FTE assignments, the District will place the teachers in assignments that are as alike as possible to their last 1.0 FTE assignments.
- d) Report cards and progress reports will be completed by both teachers.
- e) Parent conferences will be attended by both teachers.
- f) Back to School Night and Open House will be attended by both teachers.
- g) Teachers may substitute for each other. Substitute service shall not count toward satisfying the minimum requirement of service days for salary advancement.
- h) Both teachers will teach together the first two days of the school year. Each teacher will be given one full day sub to compensate them for this time.
- i) Faculty Meetings – The afternoon teacher will communicate information to the a.m. teacher. Both teachers will attend if necessary, by prior arrangement.
- j) In-services or staff development activities will be attended by the appropriate teacher, or both teachers.
- k) Each teacher will teach the full day on alternate minimum days.

Z. Family Care Leave

This leave shall be granted in addition to other leaves in the contract.

- | | |
|------------------------|--|
| 1. Eligibility: | Full-time certificated employees or an employee that has been been employed for at least 12 months and has been employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave. |
| 2. Maximum Time Limit: | A total of twelve (12) workweeks in any 12-month period. |
| 3. Compensation: | Under CFRA, eligible employees (those who have worked for the District for at least 12 months) who have exhausted their sick leave who wish to receive time off for “child bonding” following the birth, adoption, or foster care placement of their child, such time off shall be at the differential rate of pay. Such differential pay shall not take effect until all other available leaves are exhausted and the total time off for “child bonding” shall not exceed 12 weeks within any 12 month period. Otherwise, no salary except as authorized pursuant to paragraph 4.d. |

1 4. Provisions:

2
3 a. The District shall grant a request by any eligible employee who meets all
4 requirements of this section, and who is eligible for other benefits, to take up to a
5 total of twelve (12) workweeks in any 12-month period for family care and medical
6 leave. Family care and medical leave requested pursuant to this subdivision shall
7 not be deemed to have been granted unless the District provides the employee, upon
8 granting the leave request, a guarantee of employment in the same or a comparable
9 position upon the termination of the leave.

10
11 b. For purposes of this section:

12
13 1) "Child" means a biological, adopted, or foster child, a stepchild, a legal ward
14 or a child of a person standing in loco parentis who is either of the following:

15
16 (a) Under 18 years of age.

17
18 (b) Age 18 or older and incapable of self-care because of a mental or
19 physical disability.

20
21 2) "Family care" means one of the following:

22
23 (a) Leave for reason of the birth of a child of the employee and to care for the
24 newborn child, the placement of a child with an employee in connection with
25 the adoption or foster care of the child by the employee, or the serious health
26 condition of a child of the employee.

27
28 (b) Leave to care for a parent or spouse who has a serious health condition.

29
30 (c) Leave because of an employee's own serious health condition that makes
31 the employee unable to perform the functions of the position of the
32 employee, except for leave taken for disability on account of pregnancy,
33 childbirth or related medical conditions.

34
35 3) "Employment in the same or a comparable position" means employment in a
36 position that has the same or similar duties and pay which can be performed at
37 the same or similar geographic location as the position held prior to the leave.

38
39 4) "Health care provider" means either of the following:

40
41 (a) An individual holding either a physician's and surgeon's certificate issued
42 pursuant to Article 4 (commencing with Section 200) of Chapter 5 of
43 Division 2 of the Business and Professions Code, an osteopathic
44 physician's and surgeon's certificate issued pursuant to Article 4.5
45 (commencing with Section 2099.5) of Chapter 5 of Division 2 of the
46 Business and Professions Code, or an individual duly licensed as a
47 physician, surgeon, or osteopathic physician or surgeon in another state or
48 jurisdiction who directly treats or supervises the treatment of the serious
49 health condition.

(b) Any other person determined by the United States Secretary of Labor to be capable of providing health care services under the Federal Family and Medical Leave Act of 1993 and its implementing regulations.

5) “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

6) “Serious health condition” means an illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent or spouse of the employee that involves either of the following:

(a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility.

(b) Continuing treatment or continuing supervision by a health care provider.

c. The District shall not be required to pay an employee for any leave taken pursuant to subdivision a., except as required by subdivision d.

d. An employee taking a leave permitted by subdivision a. may elect, or the District may require, the employee to substitute for leave allowed under subdivision a., any of the employee’s accrued vacation leave or other accrued time off during this period or any other paid or unpaid time off negotiated with the District. If an employee takes a leave because of the employee’s own serious health condition, the employee may also elect, or the District may also require, the employee to substitute accrued sick leave during the period of the leave. However, an employee shall not use sick leave during a period of leave to care for a child, parent, or spouse with a serious health condition unless mutually agreed to by the District and the employee. The use of the employee’s accrued vacation leave or other accrued time off, including any accrued sick leave, shall run concurrently with and count towards the leave permitted by subdivision a.

e. During any period that an eligible employee takes leave pursuant to subdivision a. or takes leave that qualifies as leave taken under the Federal Family and Medical Leave Act of 1993 (FMLA), the District shall maintain and pay for coverage under a “group health Plan,” as defined in Section 5000(b) (a) of the Internal Revenue Code of 1986, for the duration of the leave, not to exceed 12 workweeks in a 12-month period, commencing on the date leave taken under the FMLA commences, at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Nothing in the preceding sentence shall preclude the District from maintaining and paying for coverage under a “group health plan” beyond 12 workweeks. The District may recover the premium that the District paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both the following conditions occur:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is

1 deemed to have “failed to return from leave” if he/she works less
2 than 30 days after returning from leave.

- 3
4 2. The employee’s failure to return from leave is for a reason other
5 than the continuation, recurrence or onset of a serious health
6 condition that entitles the employee to leave under subdivision a.
7 or other circumstances beyond the control of the employee.
8

- 9 f. Any employee taking leave pursuant to subdivision a. shall continue to be entitled
10 to participate in employee health plans for any period during which coverage is not
11 provided by the District under paragraph e. Any employee taking leave pursuant to
12 subdivision a. shall be entitled to participate in employee benefit plans, including
13 life, short-term or long-term disability or accident insurance, pension and retirement
14 plans, and supplemental unemployment benefit plans to the same extent and under
15 the same conditions as apply to an unpaid leave taken for any purpose other than
16 those described in subdivision a. In the absence of these conditions, an employee
17 shall continue to be entitled to participate in these plans, and in the case of health
18 and welfare employee benefit plans, including life, short-term or long-term
19 disability or accident insurance, or other similar plans, the District may, at its
20 discretion, require the employee to pay premiums, at the group rate, during the
21 period of leave, or other accrued time off, or any other paid or unpaid time off
22 negotiated with the District, as a condition of continued coverage during the leave
23 period. However, the nonpayment of premiums by an employee shall not constitute
24 a break in service, for purposes of longevity, seniority under any collective
25 bargaining agreement, or any employee benefit plan.
26

27 For purposes of pension and retirement plans, the District shall not be required to
28 make plan payments for an employee during the leave period, and the leave period
29 shall not be required to be counted for purposes of time accrued under the plan.
30 However, an employee covered by a pension plan may continue to make
31 contributions in accordance with the terms of the plan during the period of the
32 leave.
33

- 34 g. During a family care and medical leave period, the employee shall retain employee
35 status with the District, and the leave shall not constitute a break in service, for
36 purposes of longevity, seniority under the collective bargaining agreement, or any
37 employee benefit plan. An employee returning from leave shall return with no less
38 seniority than the employee had when the leave commenced, for purposes of layoff,
39 recall, promotion, job assignment, and seniority-related benefits.
40
41 h. If the employee’s need for a leave, pursuant to this section, is foreseeable due to a
42 planned medical treatment or supervision, the employee shall make a reasonable
43 effort to schedule the treatment or supervision to avoid disruption to the operations
44 of the District, subject to the approval of the health care provider of the individual
45 requiring the treatment or supervision.
46
47 i. The District may require that an employee’s request for leave to care for a child,
48 spouse, or a parent who has a serious health condition be supported by a
49 certification issued by the health care provider of the individual requiring care.

That certification shall be sufficient if it includes all of the following:

1. The date on which the serious health condition commenced.
 2. The probable duration of the condition.
 3. An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring care.
 4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
- j. Upon expiration of the time estimate by the health care provider in paragraph i., the District may require the employee to obtain recertification in accordance with the procedure provided in paragraph i., if additional leave is required.
- k. The District may require that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by his or her health care provider. That certification shall be sufficient if it includes all of the following:
1. The date on which the serious health condition commenced.
 2. The probable duration of the condition.
 3. A statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position.

The District may require that the employee obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis if additional leave is required.

In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the District. The health care provider designated or approved shall not be employed on a regular basis by the District.

In any case in which the second opinion differs from the opinion in the original certification, the District may require at the District's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the District and the employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the District and the employee.

The District shall provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

As a condition of an employee's return from leave taken because of the employee's own serious health condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume work. Nothing in this paragraph shall supersede other sections of this collective bargaining agreement that govern the return to work of that employee.

- l. These leave of absence provisions shall be construed as separate and distinct from those of Government Code Section 12945.
- m. Leave provided for pursuant to this section may be taken in one or more periods. The 12-month period during which 12 workweeks of leave may be taken under this section shall run concurrently with the 12-month period under the FMLA, and shall commence the date leave taken under the FMLA commences.
- n. In any case in which both parents entitled to leave under subdivision a. are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents' family care and medical leave totaling more than the amount specified in subdivision a.
- o. Notwithstanding subdivision a., the District may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply:
 1. The employee is a salaried employee who is among the highest paid 10 percent of the District's employees.
 2. The refusal is necessary to prevent substantial and grievous economic injury to the operations of the District.
 3. The District notifies the employee of the intent to refuse reinstatement at the time the employer determines the refusal is necessary under subparagraph o.2.

In any case in which the leave has already commenced, the District shall give the employee a reasonable opportunity to return to work following the notice prescribed by subparagraph o.3.

- p. Leave taken by an employee pursuant to this section shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act of 1993 (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. The aggregate amount of leave taken under this section or the FMLA, or both, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions, shall not exceed 12 workweeks in a 12-month period. An employee is entitled to take, in addition to the leave provided for under this section and the FMLA, the leave provided for in Government Code Section 12945, if the employee is otherwise qualified for that leave.

1 Family Care Leave for the Families of Covered Service Members:

2
3 Pursuant to law, the District shall grant family care leave for the employee of a
4 covered service member as follows:

- 5
6 a) Leave due to a qualifying exigency arising out of the fact that the employee's
7 spouse, child or parent is on active duty or call to active duty status in support
8 of a contingency operation as a member of the National Guard or Reserves.
9
10 b) Leave because the employee is a spouse, child, parent or next of kin of a
11 covered service-member with a serious injury or illness.
12

13 A.A. Willie Brown Pre-Retirement Leave

- 14
15 1. The District will provide a plan by (Willie Brown Pre-Retirement) which
16 employees who are preparing to retire may reduce their workload to half-time at
17 grades K-12 and/or to 60% at grades 7-12, pursuant to Education Code Section
18 44922. Education Code Section 44922 is incorporated by reference as it exists on
19 the date of ratification of this Agreement.
20
21 a. At grades 7-12, teachers may opt to work 60% (three classes) in the fall, three
22 classes in the Spring) or 50% work fall semester only.
23
24 b. At the 7-8 and 9-12 level, teachers may opt to work three classes in the fall
25 semester and two classes in the spring semester in order to qualify.
26
27 2. The District and Association shall further develop any other regulations necessary
28 to implement this plan.
29
30 3. Employees who elect to enter this program may work half-time (.5 FTE at grades
31 K-12 and/or to 60% at grades 7-12). In such case both the District and the
32 employee shall continue to make contributions to STRS (State Teachers
33 Retirement System) as if the employee was working full-time (1.0 FTE).
34
35 4. Teachers will receive salary advancement equivalent to one year on the salary
36 schedule for every year on Willie Brown.
37
38 5. An employee may participate in this program up to five (5) years at which time
39 he/she must retire.
40
41 6. Once an employee has entered this program he/she may return to a full-time
42 assignment only by mutual agreement with the District.
43
44 7. An employee shall fulfill his/her half-time assignment by working full-time for one
45 (1) semester per year.
46
47 8. An employee must notify the District of his/her intention to participate in this
48 program by July 1 preceding the school year in which he/she wishes to enter the
49 program.

1 9. Participation in this program shall be limited to 2% of the total number of members
2 of the bargaining unit who are entitled to all leaves of absence benefits described in
3 this Article.
4

5 10. If the District cannot find a credentialed and qualified applicant for the second
6 semester for a staff member who works the first semester of a Willie Brown Leave,
7 then the certificated employee on the leave will work the second semester or retire.
8 (The District and the MTA will agree on a list of positions to which this provision
9 applies, including a statement "and teachers in selective academic areas.")
10

11 11. With the mutual consent of the District and the teacher, other Willie Brown
12 arrangements can be approved. (An example of this would be a psychologist who
13 works three days per week at 60% of their salary).
14

15 B.B. Leave to Participate in Activities at Child's School or Licensed Day Care Facility
16

17 Under authority of Labor Code Section 230.8, a unit member who is a parent, guardian,
18 or grandparent having custody of one or more children in grades TK-12, inclusive, or
19 attending a licensed day care facility may take time off up to 40 hours each calendar
20 year, not exceeding eight (8) hours in any calendar month of the year, to participate in
21 activities of the school or licensed child day care facility of any of his/her children.
22

23 If both parents of a child are employed by Modesto City Schools at the same work site,
24 the entitlement to planned time off, described above, as to that child applies at any one
25 time only to the parent who first gives notice to his/her supervisor, such that the other
26 parent may take planned time off simultaneously as to that same child under the
27 conditions described above only if he/she obtains the supervisor's approval for the
28 requested time off.
29

30 The unit member shall request the planned time off by giving at least one (1) work day
31 advance notice to his/her supervisor and shall utilize accrued vacation, personal leave
32 (without pay), or accrued compensatory time off for purposes of the planned absence
33 authorized above.
34

35 The unit member taking the planned time off, described above, shall provide
36 documentation from the school or licensed child day care facility as proof that he/she
37 participated in school or licensed child day care facility activities on a specific date and
38 at a particular time. "Documentation," for purposes of this planned leave, means
39 whatever written verification of parental participation in activities the school or
40 licensed child day care facility deems appropriate and reasonable.
41

42 C.C. Leave for Spouse of Military Service Member
43

44 1. Eligibility: All contracted certificated employees except hourly.
45

46 2. Maximum Time Ten (10) days.
47 Limit:
48

49 3. Compensation: None.

1 4. Provisions:

2
3 The District shall grant a request by any eligible employee who meets all
4 requirements of this section, and who is eligible for other benefits, to take up to a
5 total of ten (10) days of unpaid leave while their military spouse is home on leave.
6 A “qualified employee” under this leave is one who:

- 7
8 1. Is the spouse of a member of the armed forces, national guard or
9 reserves who has been deployed during a period of military conflict;
10
11 2. Works for an average of 20 or more hours/week;
12
13 3. Provides notice to District of his/her intention to take a leave within
14 two (2) business days of receiving official notice of the spouse’s
15 leave; and
16
17 4. Submits written documentation of the military leave to the
18 employer.
19

20 D.D. Catastrophic Leave – Child, Parent or Spouse

- 21
22 1. Eligibility: All certificated employees (except hourly).
23
24 2. Maximum Time Up to the amount of employee’s accumulated sick leave.
25 Limit:
26
27 3. Compensation: Regular salary until expiration of accumulated full-pay
28 sick leave.
29

30 4. Provisions:

- 31
32 a. A Catastrophic Leave of Absence may be granted an employee for catastrophic
33 conditions that require an employee to be absent to care for the employee’s
34 child, parent or spouse.
35
36 b. Absence for this type of leave shall be charged, at the election of the employee,
37 against accumulated sick leave without loss of pay.
38
39 c. The District shall require that the employee submit a “Request for Leave of
40 Absence” form (MCS-2a) and a “Physician’s Certification of Catastrophic
41 Condition” form. The certification shall be issued by the health care provider of
42 the individual requiring care. That certification shall be sufficient if it includes
43 all of the following:
44
45 1. The date on which the catastrophic condition commenced.
46
47 2. An estimate of the amount of time that the health care provider
48 believes the individual will require care.
49

1 3. A statement that a catastrophic condition warrants the participation
2 of the employee to provide care during a period of treatment or
3 supervision of the individual requiring care.
4

5 d. Upon expiration of the time estimate by the health care provider on the original
6 certification, the District may require the employee to obtain recertification in
7 accordance with the procedure provided above if additional leave is required.
8

9 e. If an employee fails to submit the leave of absence form, physician's
10 certification or physician's recertification, the employee shall be docked their
11 full daily rate of pay for the number of days absent.
12

13 f. Leave provided for pursuant to this section may be taken in one or more periods
14 but shall not exceed employee's accumulated full-pay sick leave.
15

16 E.E. COVID-19 Leave
17

18 For the 2021-22 school year, if contact tracing shows a fully vaccinated unit member was
19 exposed and contracted COVID-19 from school related business, consistent with conditions
20 set forth in Senate Bill 1159 (2020), and is required to quarantine after September 30, 2021
21 (the expiration date of SB 95), the unit member will be granted up to 10 days of paid leave
22 and will not have his/her sick leave balances reduced. The paid time off may include any
23 new state or federal leave(s) required, such as an extension of SB 95, because of the
24 COVID-19 pandemic.

ARTICLE VI

CLASS SIZE

A. For Transitional Kindergarten-Grade 6:

1. For grades TK-6 class size maximums as listed below:

TK/K	-	24.94*
1	-	24.94*
2	-	24.94*
3	-	24.94*
4	-	34
5	-	34
6	-	34

(*Before Class Size Reduction, the class size maximum for kindergarten was 33 and the class size maximum for 1st, 2nd, and 3rd grade was 32.)

Combination class size maximum shall be the lower of two grade levels.

Class size maximums can only be exceeded at grades 4-5-6 if teacher(s) sign a written waiver.

Class Size Reductions

The parties acknowledge that as a condition of receiving the additional funding grant for K-3 Class size reduction under the Local Control Funding Formula (LCFF) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02. The parties intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementation of the LCFF (currently 2020) as set forth in Education Code section 42238.02(d)(3)(D).

- The Association and the District agree to implement full day class size reduction in kindergarten and third grade at schools where space is available for the 2000-2001 school year.
- The District retains the discretion to exceed K-3 class size reduction maximums of 24.94 when enrollment, facilities, transportation or staffing precludes enrollment of a student residing in the District or otherwise legally entitled to enroll.
- Selection of teachers to take the added students shall be on a volunteer basis. If no teacher volunteers, the principal will assign. Unless requested by the teacher, the overload class shall not be assigned to the same teacher for the following year.

2. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.
3. The District agrees to make a good faith effort to balance the number of students by the end of the third week.
4. In grades K-6, no more than two (2) grade levels will compose a single class unless the teacher agrees.

B. For grades 7-8:

1. At the junior high schools, the District agrees to make a good faith effort to balance class sizes by the end of the third week of the beginning of the fall semester and by the beginning of the third week of the spring semester.
2. At the 7-8 level, the following class size maximums are agreed to:
 - a. 37 for all classes
 - b. 55 for Physical Education
3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.
4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six classes in the fall and four classes in the spring, thus, balancing classes between first and second semesters.
5. The District shall make a good faith effort to maintain equitable class sizes during the remainder of the semester.

C. For grades 9-12:

1. At the high schools, the District agrees to make a good faith effort to balance class sizes by the end of the third week of the beginning of the fall semester and by the beginning of the third week of the spring semester.
2. At the 9-12 level, the following class size maximums are agreed to:
 - a. 39 for all classes
 - b. 58 for Physical Education
3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six classes in the fall and four classes in the spring, thus, balancing classes between first and second semesters.

5. The District shall make a good faith effort to maintain equitable class sizes during the remainder of the semester.

D. Special Education

The following caseload maximums for teachers of record who teach a special day class are effective beginning the 2019-2020 school year.

Grades TK-6

Grades 7-8

Mild/Moderate SDC	15	Mild/Moderate SDC	17
Moderate/Severe SDC	12	Moderate/Severe SDC	14
ED SDC	13	ED SDC	15
Autism SDC	12	Autism SDC	14

Grades 9-12

Ages 18-22

Mild/Moderate SDC	18	Transitions	17
Moderate/Severe SDC	16		
ED SDC	16	<u>TK-12</u>	
Autism SDC	16		
		DHH	16
		PH	16
		Multiply Handicapped	16

If the caseload maximum is exceeded, the teacher will receive \$5.00 per day per student to compensate the employee for the caseload overage to be paid monthly via pay claim.

Classes located at the same site will be based on average caseload size when determining the \$5.00 per day compensation.

Adjustments to the above class size maximums for Special Education must be made at the beginning of each school year by the end of the third week of school. Compensation for overages will begin after the third week of school after any balancing occurs

E. Contract Full-time Independent Study

A full-time Independent Study teacher shall carry 30 students per week (6 hours per day, 5 days per week).

ARTICLE VII

STAFFING RATIOS

The District and Association agree that Local Control Accountability Plan approvals will offer enhanced staffing to the supplemental and concentration subgroups.

Staffing shall be based on the number of students at the end of the third week of the school year.

1. K-3: One (1) teacher per 24.94 students.

2. 4-6: One (1) teacher per 33.0 students.

3. 1-6: Prep Period delivery will be no less than the 2013-14 level, districtwide, of 11.5 FTE.

4. K-6: Instrumental Music Teachers 9.6 FTE.

5. 7-8: Teachers: The teaching staff allocation for grades 7-8 shall be based on a 29.9:1 ratio.

6. 7-8: Minimum staffing ratio formula is indicated below for the eighth period assignment (6 teacher or 7 student periods) at the junior high level. Full year enrollment per site for remediation divided by 25 = minimum number of eighth period classes per site for remediation.

7. 7-8: Remedial reading labs staffed at 25:1 ratio.

8. 7-8: Counselors: 1.0 FTE per site.

9. 7-8: Librarian: .50 FTE per site.

10. 9-12: Teachers: The teaching staff allocation for grades 9-12 shall be based on a 29.9:1 ratio applied to the adjusted enrollment figure.

11. 9-12: Minimum staffing ratio will be indicated below for eighth period (7th instructional period) at the high school level.

Full year 8th period enrollment x attrition factor divided by 29.9, divided by 6 = FTE.
One (1.0) FTE will be converted for 6th period sports optionals.

12. 9-12: Counselors: The staffing ratio for regular High School Counselors shall not exceed a District site average of 700:1.

13. 9-12: College Counselors: .80 FTE per comprehensive site.

14. 9-12: Librarian: 1.0 FTE per comprehensive site.

1 15. 9-12: Work Experience/Career Center: 1.0 FTE per comprehensive site.

2
3 16. K-12: Nurses: General Fund and Special Education funded will be no less than the 2013-14
4 level of 12.55 FTE.

5
6 17. Opportunity School: Teachers: The teaching staff allocation shall be based on a 29.5:1 ratio.

7
8 18. Continuation School: Teachers: The teaching staff allocation shall be based on a 29.9:1 ratio.

9
10 19. Continuation School: Work Experience: .40 FTE.

11
12 20. Independent Study Teachers: Three full-time Independent Study Teachers shall be hired in
13 the District starting in the 2003-2004 school year. Independent Study Teachers may opt
14 into regular teacher vacancies, in their credentialed areas, for the 2008-2009 school year.
15 The District is not required to advertise or fill said contracted Independent Study positions if
16 they become vacant (LOA 5/15/09).

17
18 21. Resource Specialist Caseloads

19
20 Resource Specialist caseloads shall be based on the average for the year and in accordance
21 with Education Code when determining initial staffing allocations. Caseloads will be
22 reviewed each month to determine whether additional resources are needed immediately
23 based on consistent counts over caseload or trends in numbers from month-to-month.
24 Temporary assistance may be provided through sharing of resource time between sites that
25 are over 28 and those that are 20 or under. Assistance to overloaded sites may also be
26 provided by a rover, substitute or other additional time (e.g. paraprofessional allocation), or
27 at 7-12 with optional periods.

28
29 Evaluation of caseloads for determining reassignment of staff will be made at the first
30 trimester for K-6 and the first quarter for 7-12.

31
32 A Resource Specialist who has a caseload of 20 or less may be assigned temporarily to
33 assist at other sites for up to 30 days each year. This provision shall not be deemed a formal
34 reassignment or transfer as provided in Articles XIII and XIV.

35
36 The District will make a good faith effort to balance Resource Specialists' caseloads among
37 teachers at sites and across the District.

38
39 22. Speech Language Pathologists

40
41 Speech Language Pathologists caseloads shall be based on the average for the year and in
42 accordance with Education Code when determining initial staffing allocations. Caseloads
43 will be reviewed each month to determine whether additional resources are needed based on
44 consistent counts over caseload or trends in numbers from month-to-month. Adjustments
45 will be made when needed.

1 The District will make a good faith effort to balance Speech Language Pathologists
2 caseloads across the District, but no Speech Language Pathologists shall have an individual
3 caseload greater than 65 students.
4

- 5 23. Pre-K-12 School Psychologists: The staffing ratio for School Psychologists shall be 1500:1
6 based on District student enrollment.

ARTICLE VIII

EVALUATION PROCEDURES

A. INSTRUCTIONAL EMPLOYEES

1. The District's adopted employees' evaluation procedures shall be for the purpose of improving instruction and to maintain professional standards. The process is based upon the California Standards for the Teaching Profession (CSTP), as may be amended from time to time.
2. The evaluation and assessment of instructional employee competence shall not include the use of publishers' norms established by standardized tests. In order to be qualified to perform observations, the evaluator must complete an annual training for the purpose of calibration with the goal of uniformity in the evaluation process.
3. All instructional employees shall be responsible for two (2) professional goals. One (1) goal shall be identified by the instructional employee and related to the District annual focus. One (1) goal will be identified by the instructional employee, representing a major component of his/her growth as a professional. Both goals must be mutually agreed upon by the instructional employee and the evaluator. Any appeal will be presented to the evaluator's Senior Director for resolution.

B. NON-INSTRUCTIONAL EMPLOYEES

1. Certificated non-instructional personnel shall be evaluated according to their job responsibilities. The District's adopted employees' evaluation procedures for non-instructional employees shall be for the purpose of improving performance and to maintain professional standards. In order to be qualified to perform observations, the evaluator must complete an annual training for the purpose of calibration with the goal of uniformity in the evaluation process.
2. The evaluation and assessment of non-instructional employees' competency shall reasonably relate to the fulfillment of their job responsibilities. Assessment of fulfillment of job responsibilities for non-instructional certificated employees shall be included in the final evaluation.

All non-instructional employees shall be responsible for two (2) performance goals reasonably related to the fulfillment of their job responsibilities. One (1) goal shall be identified by the non-instructional employee and related to the District annual focus. One (1) goal will be identified by the non-instructional employee, representing a major component of his/her job growth as a professional. Both goals must be mutually agreed upon by the non-instructional employee and the evaluator. Any appeal will be presented to the evaluator's Senior Director for resolution.

3. School Psychologists: The initial consultation and final conference relating to

1 evaluation shall be with the same single supervisor. The supervisor appointed as the
2 evaluator may seek input from the supervisors where the psychologist is assigned.
3

4 C. ALL CERTIFICATED EMPLOYEES
5

- 6 1. The certificated employee being evaluated and the supervising administrator shall meet
7 no later than six weeks from the first work day of the school year for the initial
8 consultation conference to discuss and/or review:
9
 - 10 a. The administrator's expectations regarding the employee's duties and
11 responsibilities.
 - 12 b. The evaluation forms and procedures.
 - 13 c. The tentative schedule (dates and times) of observations.
 - 14 d. The establishment of two (2) professional goals.
 - 15 e. Any mitigating factors that may affect the certificated employee's ability to meet
16 the goals.
- 17 2. Performance of non-instructional duties and responsibilities involving supervisory and
18 advisory duties shall be included in the final evaluation for all certificated employees.
19
20
- 21 3. Final evaluation comments must relate to administrative observations and/or written
22 communications to individual employees during the formal observation period.
23 Informal observations shall not count towards a certificated employee's evaluation.
24
- 25 4. Upon written request by the certificated employee, any information of a derogatory
26 nature which is four (4) or more years old shall be removed and placed in a separate
27 file. Each separate file shall remain confidential except as to direction from a court or
28 administrative agency.
29
- 30 5. Desk memos pertaining to a bargaining unit member may be forwarded to other
31 administrators at the site. This provision also applies to e-mail communications. Desk
32 memos must be destroyed after two years from date of the memo.
33
- 34 6. The evaluation process shall not be used as a means of harassment of any certificated
35 employee. If in the opinion of the certificated employee, there is good prior reason to
36 object to a particular evaluator, the certificated employee shall have the right to attempt
37 to resolve the problem with the Senior Director. This option must be exercised prior to
38 the beginning of the evaluation process. If an alternate evaluator is assigned, the
39 designation shall be made by Human Resources in consultation with the evaluator's
40 Senior Director.
41
- 42 7. The end of the year evaluation form will clearly state if the overall evaluation is
43 satisfactory or unsatisfactory. All observations shall clearly state whether the
44 observation is satisfactory or unsatisfactory. If any observation is unsatisfactory, the
45 evaluator must clearly communicate to the certificated employee all the areas in which
46 improvement is needed and suggested steps to address those areas.

- 1
- 2 8. Probationary certificated employees shall be evaluated at least once each school year.
- 3 Commencing with the 2020-21 school year probationary certificated instructional
- 4 employees will be observed using the same form as permanent certificated instructional
- 5 employees (short form).
- 6
- 7 9. Permanent certificated employees who receive a “satisfactory” evaluation shall be
- 8 evaluated at least once every other year regardless of assignment, transfer, etc. The
- 9 parties intend, absent unforeseen circumstances such as a transfer from an instructional
- 10 to a non-instructional assignment, that a certificated employee obtaining permanent
- 11 status will not be evaluated during his/her first year in permanent status.
- 12
- 13 10. The evaluation of a permanent certificated employee may be at least every five years
- 14 based on the following:
- 15
- 16 a. The permanent certificated employee:
- 17
- 18 i. Has been employed for ten (10) complete cumulative school years with
- 19 the District,
- 20 ii. Is determined to be highly qualified, if serving in a position that is
- 21 required to be filled by a highly qualified professional as defined by the
- 22 federal law and/or regulations, and
- 23 iii. Previous evaluation rated the employee as overall satisfactory.
- 24
- 25 b. The evaluator and the permanent certificated employee being evaluated must
- 26 agree to the five-year evaluation cycle. The permanent certificated employee or
- 27 the evaluator may withdraw consent at any time. The stated reason for
- 28 withdrawing consent shall be in writing and shall not be arbitrary, capricious, or
- 29 retaliatory.
- 30
- 31 11. Observations may begin after the first two weeks of school.
- 32
- 33 12. All observations shall clearly state whether the observation is satisfactory or
- 34 unsatisfactory.
- 35
- 36 13. Unless there are certificated employee absentee problems, or repeated conflicts in
- 37 scheduling conferences, within ten (10) working days subsequent to the observation, an
- 38 evaluation conference shall be scheduled between the certificated employee and the
- 39 evaluator. If the evaluator misses this deadline without good cause and the observation
- 40 was unsatisfactory, the observation shall be discarded, and another observation will be
- 41 rescheduled with notice to the certificated employee. An observation and its
- 42 corresponding post-observation conference shall be completed before another
- 43 observation is started.
- 44 14. All “unsatisfactory” final evaluations must be based on more than two observations.
- 45
- 46 15. Permanent certificated employees receiving an unsatisfactory evaluation must

1 participate in the PAR Program. Once the permanent certificated employee receives a
2 satisfactory evaluation, he/she will be exited from PAR and will not be evaluated the
3 following year.
4

5 16. Completed evaluation forms for all personnel subject to evaluation during that year
6 shall be transmitted by the evaluator to the evaluatee not later than thirty (30) days prior
7 to the last day of that evaluation year. The entire evaluation process, including all
8 forms and meetings, shall be completed within the school year in which the evaluation
9 began. The evaluator and evaluatee shall discuss the completed evaluation forms prior
10 to the last school day of the evaluation year.
11

12 17. The parties agree that the officially adopted evaluation procedures of this agreement
13 shall comply with the above requirements.
14

15 D. PROCEDURES FOR PLAN OF IMPROVEMENT 16

17 1. If after two unsatisfactory observations the certificated employee has not remediated
18 his/her deficiencies, he/she shall be noted as "in need of special assistance" and placed on
19 a plan of improvement.
20

21 2. The Plan of Improvement is intended to help the certificated employee by establishing a
22 clear plan for support including coaching, feedback, and a commitment for support,
23 resources, and follow-up by the evaluator. The evaluator shall commit to being clear on
24 support and resources available. In consideration of individual needs, the Plan of
25 Improvement duration shall be determined by the evaluator in consultation with the
26 certificated employee. The plan of improvement shall be a minimum of four (4) weeks
27 in length, and with mutual consent, may be extended as necessary. In no case shall there
28 be a formal observation of the certificated employee before the four (4) weeks have
29 lapsed.
30

31 3. The plan of improvement shall include:
32

- 33 a. A statement of the problem and existing conditions in relationship to the CSTPs
34 (instructional) or performance of job responsibilities (non-instructional).
- 35 b. Specific goals for the certificated employee in relationship to the CSTPs
36 (instructional) or performance of job responsibilities (non-instructional).
- 37 c. Methods and resources which the certificated employee may use to remedy the
38 problem and meet expectations.
- 39 d. Specific guidance and assistance that will be offered to the certificated employee
40 which may include:
 - 41 i. Release time to observe other certificated employees
 - 42 ii. Support as identified by the District
 - 43 iii. Professional development, as provided by the Curriculum Instruction and
44 Professional Development Department
 - 45 iv. Lesson modeling, as provided by District or site coaches and/or site
46 administrators

1 v. Certificated employee's input and plan to improve his/her performance

2
3 E. PAR REFERRAL

- 4
5 1. If after the end of the improvement plan period the certificated employee has not
6 remediated his/her deficiencies, he/she shall receive an overall "unsatisfactory" on the
7 formal evaluation and be referred to PAR.
8

9 F. EVALUATION PROCEDURE FOR INSTRUCTIONAL EMPLOYEES: CLASSROOM
10 OBSERVATION SHORT FORM NARRATIVE

- 11
12 1. The evaluation procedures listed below will be used:
13
14 a. The Classroom Observation Short Form Narrative will be used.
15 b. Satisfactory post observation conference may be waived by mutual consent.
16 c. An unsatisfactory observation will dictate a post observation conference.
17 d. If the overall evaluation is satisfactory, the year end evaluation conference may be
18 waived by mutual consent.
19 e. If the overall evaluation is unsatisfactory, a year end evaluation conference will be
20 held.
21 f. For permanent certificated employees, if the first two observations are both rated
22 overall "satisfactory," there shall be no further formal observations.
23
24 2. Permanent certificated employees receiving an unsatisfactory evaluation must participate in
25 the PAR Program. Once the permanent teacher receives a satisfactory evaluation, he/she
26 will be exited from PAR and will not be evaluated the following year.
27

28 G. CERTIFICATED EVALUATION PROCESS COMMITTEE

- 29
30 1. The Association and the District agree to the formation of a Certificated Evaluation Process
31 Committee during the 2020-21 school year to research best practices and develop
32 recommendations for the revision and/or development of new evaluation forms for non-
33 instructional employees for implementation in the 2021-22 school year.
34
35 2. The Committee will provide its recommendations to the District and Association prior to
36 December 18, 2020.
37
38 3. The Committee shall consist of four (4) MTA unit members and four (4) management
39 members.
40
41 4. There will be two (2) Co-Chairs (one MTA unit member and one management member).
42 5. Each MTA member will receive a \$2,000 stipend for service on the Committee during the
43 2020-21 school year.
44
45 6. The Committee is a recommending body that will meet outside of the school day.
46

1 H. NEW CERTIFICATED INSTRUCTIONAL EMPLOYEE OBSERVATIONS

- 2
- 3 1. Commencing the 2021-22 school year the attached evaluation form shall be used to
- 4 evaluate all certificated instructional employees, replacing previous observations forms.
- 5
- 6 2. A separate post-observation conference form will no longer be required.

ARTICLE IX

SALARY

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

Schedule A
School Psychologists' Schedule
Speech Language Pathologists
Intern Salary Schedules
G230 Academy
195-Day Schedule Employees
Agriculture Education, 9-12
Cal-Safe
Child Development – State Preschool Salary Schedule
Child Development – Head Start Salary Schedule
Child Development – State Specialist Salary Schedule
Child Development – Head Start Specialist Salary Schedule

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

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

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

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

A 6% increase to the applicable salary schedules effective July 1, 2022-or beginning of the 2022-23 school year-pay cycle. In addition, the District shall make two one-time, off the salary schedule payments of \$2,000 to each bargaining unit member. The first payment will be made in December 2022 to each bargaining unit member in active status as of October 31, 2022, excluding substitutes. The second payment will be made in May 2023 to each bargaining unit member in active status as of March 31, 2023, excluding substitutes. The second payment is contingent on the District not being subject to a monetary penalty 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.

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

E. Travel

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

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

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

H. For Employees New to the District

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

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

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

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

2. Beginning with the 2021-22 school year, a school nurse will be given salary schedule credit for verified prior public school nurse experience and/or non-school Registered Nurse experience. Actual initial placement is not to exceed a total of twelve (12) steps. Verification of qualified experience must be received in the Human Resources Office within 30 days of acceptance of the position.

I. Units

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

5. Filing of Units

Official transcripts received in the Human Resources Office no later than October 1 shall count toward reclassification beginning January 1 of the current school year and be paid in the February pay cycle to maximize payment to the member. Official transcripts received in the Human Resources Office after October 1 but no later than April 1 shall count toward reclassification for the following school year. All step (years of service) changes will occur at the beginning of the school year. The regular school year is the first work day through the last day of school. Transcripts shall not be returned to the employee and become the property of Modesto City Schools as part of the employee's personnel file. For employees new to the District, transcripts must be received in the 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 fill
- 24 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 Optional 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.

ARTICLE X

HEALTH AND WELFARE BENEFITS

A. Health Benefit Committee

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

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

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

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

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

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

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

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

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

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

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

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. Effective January 1, 2023, the District shall contribute up to eight hundred dollars (\$800)
7 per month for full time unit members toward the purchase of District approved insurance
8 plans. The District contribution shall be prorated pursuant to Paragraph B above.
9
- 10 2. Effective with the Open Enrollment period for coverage in the 2021 benefit year (January
11 1 to December 31), each eligible employee shall be required to enroll in the District-
12 selected medical health and welfare program. However, the District shall permit an
13 eligible employee to opt out of the District's medical health and welfare program if the
14 eligible employee can provide sufficient proof to the District of other group medical
15 health insurance coverage. The term "other group medical health insurance coverage"
16 shall not include Covered California or a Health Care Sharing Program.
17
- 18 3. An eligible employee who provides certification of other group medical health insurance
19 coverage may opt to have the District pay \$50.00 per month, cash in lieu. Such amount
20 shall be prorated accordingly. Such payment shall be in lieu of medical health and
21 welfare program coverage paid by the District and shall be initiated only following the
22 employee's certification, on a form prescribed by the District, of alternative other group
23 medical health insurance coverage. An eligible employee receiving cash in lieu must
24 submit a cash in lieu request annually during open enrollment to renew and certify
25 medical health benefit coverage under a group plan. The District may grant on a case by
26 case basis, extensions to complete the certification process if additional information is
27 needed to satisfy the requirements. An employee hired on or after July 1, 2020 shall not
28 be eligible to receive a cash in lieu benefit. An employee hired before July 1, 2020 and
29 who currently is enrolled in District-selected medical health and welfare program has
30 until the end of the Open Enrollment period for coverage in the 2021 benefit year to opt
31 out of the District's medical health and welfare program, and in accordance with this
32 paragraph receive \$50 per month cash in lieu.
33
- 34 4. The District's contribution amount shall be applied first to Medical, second to dental and
35 third to vision. Dental and vision are optional coverage. In the event the cost of the
36 health and welfare benefit coverage (medical, dental, or vision) exceeds the District's
37 contributions, each eligible employee shall be responsible for the additional cost which
38 shall be made by mandatory monthly deductions.
39
- 40 5. Notwithstanding Paragraph E 5, above, an employee hired on or after January 1, 2021,
41 may not opt out of medical coverage if required by the District's healthcare plan provider.
42
- 43 6. The District recognizes that Health & Welfare premium rates may change mid-year and
44 will increase the additional contribution to the minimum amount necessary to be
45 compliant with the Affordable Care Act laws based on a calculation of Range 1/Step 1 of

1 Salary Schedule A. The additional cost will be calculated, applied, and recognized
2 towards the amount eligible for the following year's negotiations.

3
4 7. District employees who are married (or domestic partners) may combine monthly health
5 and welfare benefit contributions to purchase a family coverage plan in a District
6 approved medical health and welfare program.

7
8 8. Effective January 1, 2021, the District shall pay for whole group term life insurance with
9 a benefit of \$0,000 to employees as part of the employee benefit package. The District
10 shall have the authority to select the insurer for this benefit in consultation with the
11 Association. The Association agrees that this benefit shall resolve any dispute, including a
12 claim for back pay related to prior contributions by members.

13
14 F. Open enrollment period shall be scheduled as determined by the District's insurance
15 provider within the calendar year.

16
17 G. Effective January 1, 2011, the following will comprise the medical insurance program:

18
19 The following are criteria for administering the program:

- 20
21 1. Active employees must retire in a Modesto City Schools' health plan to be eligible
22 for coverage.
23 2. Retired employees who leave MCS' health program may return only during open
24 enrollment.
25 3. Early retirees, retirees 65 without Medicare, and retirees with Medicare, shall be
26 included in the program.
27 4. Early retirees and retirees without Medicare will be charged the same rate as the
28 active employees.
29 5. Retired employees' spouses with coverage at the time of death shall have the right
30 to continue coverage for his/her life at their own expense.

31
32 H. Retired Teachers

- 33
34 1. As of July 1, 2022, the District's funding of the MTA Medical Benefits Trust in the
35 current year shall be based on .50% of the certificated salaries (unrestricted resources
36 only (1000-1999) excludes object code 1300- 1399 (certificated management) and
37 benefits) as calculated on the unaudited actuals for the prior fiscal year. The funding
38 shall be paid as follows:

39
40 Jul-Sep quarterly payment - October 31st
41 Oct-Dec quarterly payment - January 31st
42 Jan-Mar quarterly payment - April 30th
43 Apr-Jun quarterly payment - July 31st
44

- 45 2. Each year, a list of retiree participant names will be provided to MTA for review to
46 ensure that only former MTA members are included in the retiree participant pool.

3. The District shall continue current plan for reimbursement of medical premium with retirees and MTA Medical Benefits Trust. This plan may be changed by mutual agreement.

I. Hourly Employees – Purchase of Health Insurance

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

1. Pre-payment arrangements acceptable to the District Business Office are executed in writing.
2. Bargaining unit members under contract with the District 20% or more may purchase dental insurance subject to prior arrangements satisfactory to the District Business Office.
3. If purchasing Modesto City Schools insurance, all Child Development groups shall receive the health and welfare premium contribution referenced in Paragraph E 1 and 2 (employees who work 60-100%) and shall be subject to the same requirements set forth in Paragraph E. Service between 25-59% will be eligible for a percentage of the District Contribution.

ARTICLE XI

MISCELLANEOUS-MAINTENANCE OF BENEFITS

1 A. MANAGEMENT RIGHTS

2
3 All matters not specifically enumerated as within the scope of representation under
4 Chapter 10.7, Section 3543.2 of the Government Code are reserved to the District.

5
6 During the term of this Agreement, the District shall consult with the Association at least
7 once a month on matters of mutual interest, to include, but not be limited to, the
8 administration of this Agreement, the definition of educational objectives, the determination
9 of the content of courses and the curriculum, and the selection of textbooks.

10 11 B. EFFECT OF AGREEMENT

12
13 Any prior or existing policies or regulations or understandings or agreements or practices,
14 whether formal or informal, which are inconsistent with this Agreement are hereby
15 superseded.

16 17 C. MAINTENANCE OF BENEFITS AND WAIVER

18
19 1. The District retains the right to make, modify, and enforce reasonable rules and
20 procedures not inconsistent with this Agreement. Provisions of District Policies and
21 Administrative Regulations within the scope of representation but not incorporated in this
22 Agreement may not be changed without consultation with the Association. Such
23 consultation shall take place on not more than two (2) days within ten (10) calendar days
24 from the date the notice of the proposed change is delivered by certified letter to the
25 office of the Association. If consultation does not result in a mutually satisfactory
26 resolution of the matter, the dispute may be submitted by either party to an impartial third
27 party for the purpose of making findings of fact and recommendations, which
28 recommendations shall be advisory only. At the request of either party, the parties shall
29 consult on one (1) additional day, within three (3) days of receipt of the factfinder's
30 report before the policy is changed. To expedite the process, the parties agree to request
31 a panel of five (5) impartial third parties from the State Conciliation Service upon notice
32 of a proposed change to the Association.

33
34 2. If the State Conciliation Service does not provide an impartial third party pursuant to the
35 above procedures, or if the parties cannot secure an impartial third party within a
36 reasonable time, the parties shall act forthwith to secure the services of a qualified neutral
37 from the American Arbitration Association.

38
39 Within three (3) weekdays of the conclusion of the consultation period, excluding any
40 legal holidays, the parties shall meet for the purpose of selecting the impartial third party.
41 Each party shall alternately strike a name from the list. The last remaining name shall be
42 the impartial third party. The first party to strike shall be determined by chance.

1 Except for circumstances beyond the control of the parties, the services of the factfinder
2 shall be completed within twenty (20) calendar days after notice of the proposed change
3 to the Association and the District shall have the right to act thereafter. If more than the
4 twenty (20) day period is required as a result of circumstances beyond the control of the
5 parties, the time period shall be extended only to the extent necessitated by such
6 circumstances. Any failure by the Association to act in a timely fashion which makes it
7 impossible to complete the process in twenty (20) days shall constitute a waiver of
8 Association rights under this Article.
9

10 3. All mutually incurred costs shall be borne equally by the Association and the District.
11 Any separately incurred costs shall be borne by the incurring party. Except in
12 emergency, proposals to change District policies or regulations within the scope of
13 representation shall not be submitted to the Association during the spring or winter
14 recess.
15

16 4. This Article may be reopened for negotiation if the scope of representation under the
17 Rodda Act is amended by state statute.
18

19 D. MODIFICATIONS OF THIS AGREEMENT
20

21 Negotiations on any item may be reopened only by mutual agreement of the parties, but any
22 agreement, alteration, understanding, variation, waiver or modification of any of the terms or
23 provisions contained herein shall not be binding upon the parties hereto unless made and
24 executed in writing by the Association and the District.
25

26 E. DENIAL OF PRECEDENT
27

28 The inclusion or exclusion of any matter is without precedent or prejudice as to any future
29 position by the parties concerning the negotiability or non-negotiability of such matters.
30

31 F. NON-DISCRIMINATION
32

33 The parties to this Agreement shall not discriminate against any employee on the basis of
34 race, color, creed, age (over 40), sex (gender), sexual orientation and identity, religion,
35 national origin, political affiliation, marital status, physical or mental disability, medical
36 condition, genetic information and membership or participation in lawful activities of any
37 employee organization.
38

39 G. CONTRACT PRINTING
40

41 The District shall print 700 total copies of the new contract within sixty (60) days of
42 ratification by both parties, or within thirty (30) days of final approval of the draft contract by
43 MTA, whichever is later. Of the 700 copies, the District shall provide 200 to MTA for
44 distribution by MTA to the bargaining unit. The District and MTA will split the cost of
45 printing the contracts.
46

1 H. EL CERTIFICATION

2
3 All K-12 certificated employees who are required by the California Department of
4 Education, the Commission on Teacher Credentialing or the Stanislaus County Office of
5 Education to be EL Certified will be required to obtain EL Certification by June 30, 2011.
6

7 I. MAINTENANCE OF CERTIFICATION/CREDENTIALS

8
9 A certificated employee's continued employment with the District is subject to the employee
10 maintaining the credentials and certificates held at the time of employment, or earned during
11 employment. Failure to maintain each such credential/certificate will be treated by the
12 District as a breach of contract and grounds for termination. At time of employment, new
13 hires will be counseled regarding maintenance of credentials.

ARTICLE XII

ORGANIZATION SECURITY AND PAYROLL DEDUCTIONS

1. Any employee who is a member of the Association who signs and delivers to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Association, shall have such authorization continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. Any such revocation should be effective for the next school year. Pursuant to such authorization, the District shall deduct such dues, fees or assessments from the regular salary check, in ten (10) equal installments each year, for the duration of this Agreement.
2. ACCESS TO MCS/MTA CONTRACT
 - a. The MCS/MTA Collective Bargaining Agreement (CBA) is posted on and fully accessible from both the internal and external District websites.
 - b. During all orientation sessions referenced in the Agreement, the District will inform members of the online location of the CBA and their ability to download an electronic copy to their local device should they so desire.
 - c. The District will provide a hard copy of the CBA by request from members.
3. The parties further agree the obligation of this Article shall be grounded in the individual contract issues after July 1, 1981, for employees, which shall state, "this contract is subject to a collective bargaining agreement heretofore or hereafter negotiated by the District and the exclusive bargaining representative of employees employed by the District. The terms of such collective bargaining agreement are incorporated herein, and by accepting this contract, you agree to be bound by all such terms, including Article XII, Organizational Security and Payroll Deductions, provisions thereof."
4. The District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made.
5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
6. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, and savings bonds. Deductions for any other plans or programs shall be jointly approved by the Association and the District.
7. Dues Check-off--Authorization in effect on date of the signing of this Agreement shall remain in effect, but shall be subject to the conditions set forth in this Article.
8. The Modesto Teachers Association agrees to indemnify and hold the District harmless from any and all claims arising from a bargaining unit member represented by the Modesto Teachers Association concerning the implementation of Article XII provided

1 such implementation is done by the District in good faith and in a non-negligent manner.
2 In such case, the Modesto Teachers Association shall have the exclusive right to defend
3 such suits and to determine which matters shall be compromised, resisted, tried, or
4 appealed.

- 5
6 9. The District agrees to deduct dues pursuant to the schedule submitted by MTA for
7 employees who execute a form currently in use or any mutually agreed upon form. The
8 MTA is to submit the schedule each year by September 5. The schedule may be
9 amended once each school year with thirty (30) days notice.

10
11 10. BARGAINING UNIT MEMBER INFORMATION – ALL UNIT MEMBERS
12

- 13 a. The District shall provide to MTA the following information for all new bargaining
14 unit members as provided to the District within thirty (30) days of the date of hire, or
15 by the first pay period of the month following hire:
16 i. Employee name
17 ii. Work location
18 iii. Home address
19 iv. Phone number
20 v. Personal email address
21 vi. The information will be provided to MTA electronically via a mutually agreeable
22 secure File Transfer Protocol (FTP) site or service.
23
24 b. The District shall provide to MTA the following information for all bargaining unit
25 members as provided to the District once every one-hundred twenty (120) days as
26 defined below:
27 i. Employee name
28 ii. Work location
29 iii. Home address
30 iv. Phone number
31 v. Personal email address
32 vi. The information will be provided to MTA electronically via a mutually agreeable
33 secure File Transfer Protocol (FTP) site or service, in the months of July,
34 November, and March, not to exceed 120 days since the last report.
35

36 11. DISTRICT NOTICE TO MTA OF NEW EMPLOYEE ORIENTATION
37

- 38 a. The District shall provide MTA with at least 10 calendar days' notice of the date,
39 time and location of new employee orientations. Notification shall occur in writing
40 via an electronic mail or hard copy.
41

42 12. NEW BARGAINING UNIT MEMBER ORIENTATION
43

- 44 a. NEW BARGAINING UNIT MEMBER ORIENTATION – BEGINNING OF
45 SCHOOL YEAR
46 i. The majority of new certificated bargaining unit members will attend orientation

- 1 at the beginning of the school year, as scheduled by the District on one of the
2 three (3) additional workdays required of new members per Article IV.E.
3 ii. MTA will be provided 45 minutes of uninterrupted time to communicate with
4 bargaining unit members. District administrators will excuse themselves during
5 Association time.
6

7 b. NEW BARGAINING UNIT MEMBER ORIENTATION FOR MEMBERS HIRED
8 AFTER THE BEGINNING OF THE SCHOOL YEAR

- 9 i. Orientation for new members hired after the beginning of the school year will
10 occur three (3) times per year on an approximate quarterly basis as defined below:
11 1. 2nd Thursday in October
12 2. 4th Tuesday in January
13 3. 2nd Thursday in April
14 ii. Substitutes or other class coverage will be provided for release of applicable
15 members for up to, but not to exceed, a half day to attend the orientation session.
16 iii. MTA will be provided 30 minutes of uninterrupted time to communicate with
17 bargaining unit members. District administration will excuse themselves during
18 Association time.
19

20 c. NEW CERTIFICATED SUBSTITUTE BARGAINING UNIT MEMBER
21 ORIENTATION

- 22 i. Orientation for new certificated substitutes will occur two (2) times per year as
23 defined below:
24 1. One session on a date at the beginning of the school year prior to the first day
25 of school.
26 2. One session on the District-wide Professional Development Day in October.
27 3. MTA will be provided 30 minutes of uninterrupted time to communicate with
28 bargaining unit members. District administration will excuse themselves
29 during Association time.
30 4. Certificated substitutes will be compensated at their respective daily
31 certificated substitute rate to participate in the above orientation/training
32 sessions. New members only attend one session, not both.

ARTICLE XIII

TRANSFERS

A. GENERAL

1. Transfer Defined: A transfer is the movement of an employee to a different site or school. The District may transfer staff members within the same district or between districts in accordance with student, school, program and District needs and the guidelines in this Article.
2. Vacancy Defined: The term 'vacancy' shall mean any unfilled, known anticipated unfilled, or newly created 1.0 FTE position (after internal site movements/reassignments have been completed).
3. District Seniority Defined: For the purpose of this Article, District seniority is the first day the employee worked in continuous service in the 'combined' district (either the elementary or high school district) in a bargaining unit position.

In addition, any employee who has probationary or permanent status in either the elementary or high school district who transfers between these two districts in the 'combined' district shall retain his/her probationary or permanent status and legally defined order of employment.

Before April 15 of the school year prior to the school year in which a transfer is effective, employees who submit employee-initiated transfer requests for the same position that are determined to be equally best qualified by the District, the District shall use District-wide seniority as defined below:

- a) Employees with the same initial date of service shall have their seniority number determined by lot.
 - b) The lottery shall be conducted in the presence of at least one (1) Association representative. Once the lottery is used to determine an employee's seniority, that seniority shall remain in effect for the employee while employed in the District.
 - c) If an employee works in a non-bargaining unit position within the District, that employee does not accrue seniority for the purposes of this Article while working on such an assignment.
 - d) An employee on an approved leave of absence, other than to a non-bargaining unit position within the District, shall continue to earn seniority while on such leave.
 - e) An employee's seniority shall accrue during layoff.
4. Alternative Education: Teachers may not be transferred into the Alternative Education Programs without volunteering.

- 1 5. Assignments: Prior to commencing the internal rounds below, the District shall notify
2 bargaining unit members of their tentative assignments for the following school year.
3 This notice does not prohibit the District from non-reelecting probationary employees,
4 conducting a reduction in force, or initiating the disciplinary process. Assignments at
5 each site shall be determined before any provision of the Transfer Article can be
6 implemented.

7
8 Once assignments have been made and after the start of the school year, teachers in
9 categorically funded programs will not be included in transfer for shifting and declining
10 enrollment.

- 11
12 6. Involuntary Relocation within or between school sites: The classroom teacher that is
13 involuntarily relocated to another classroom shall be provided a substitute teacher for one
14 student instructional day (relocation during the school year) or compensated at the
15 teacher's hourly rate for a minimum of two (2) hours (relocation outside the school year).
16 Additional time may be authorized as determined by the site administrator. This time is
17 provided to permit the teacher to prepare for relocating his or her materials and to set up
18 the new classroom. This term excludes counselors, itinerant employees, or teachers
19 currently sharing a classroom.

20
21 7. Incentives:

- 22 a) Hiring Incentive: The District, after consulting with the Association, may offer
23 incentives (i.e. hiring bonus) to bargaining unit members who are hired into or
24 voluntarily transfer into identified hard to fill positions.
25 b) Early Notification Incentive: Commencing the 2021-22 school year, the District
26 will make a one-time payment of \$5,500 to a permanent certificated employee
27 that, by the first Friday in December, submits an irrevocable letter of resignation
28 that is effective at the end of the current school year.

29
30 B. TRANSFER & REASSIGNMENT TIMELINES

- 31
32 1. The Association and District agree to the following Transfer & Reassignment timelines, to
33 be further detailed in the sections below and in Article XIV Reassignments:
34 a. First Friday in December: Early Notification Incentive
35 b. First Friday in the first week back from Winter Break: District notification sent to
36 all certificated staff regarding transfer process which includes the following:
37 i. Specify the week teacher assignments will be issued.
38 ii. Summary of timeline for teachers wishing to object to their assignment
39 and when site administrator responses are due, as noted in Reassignments
40 Article XIV
41 c. Prior to March 1: Overstaffing process completed
42 d. Internal Round (as defined below)
43 e. Upon completion of Internal Round: For no more than ten (10) work days, new
44 hires from the District New Hire Pool will be placed into unfilled vacancies
45

- f. Upon closure of New Hire Pool Placement Window to June 30: All remaining vacancies posted internally and externally
- g. July 1 to January 31: Internal applicants may fill vacancies during this time by agreement of Associate Superintendent, Human Resources, or designee, site administrators and the applicant

C. ADMINISTRATIVE TRANSFERS EXCLUSIVE OF SHIFTING/DECLINING ENROLLMENT

1. An administrative transfer shall only be made if either:
 - a) the staff member agrees to the transfer, or
 - b) pursuant to the following procedure:
 - 1) The employee is notified in writing of his/her probable transfer prior to its submission to the Superintendent or his/her designee. The employee shall be advised that he/she has specified time requirements to meet.
 - 2) If the employee so requests within five (5) working days after written notification, the initiating administrator and employee shall meet within five (5) working days to attempt to resolve existing differences. This meeting shall be held prior to the submission of the recommendation to the Superintendent or his/her designee. The employee shall have the right to be represented at the meeting. If the employee has not given twenty-four (24) hours advance notice to the site administrator, the site administrator may reschedule the meeting if he/she also wishes to have assistance at the meeting.
 - 3) Upon written request, the employee shall be provided with a written statement of the reasons for the recommended transfer.
 - 4) Following the meeting with the initiating administrator, the employee may, within five (5) working days, request in writing a meeting with the Superintendent or his/her designee to resolve remaining differences. This meeting shall be held prior to authorizing the transfer. The employee shall have the right to representation at this meeting.
2. In administrative transfers, reasonable efforts will be made to find a new assignment that is satisfactory for the employee.
3. An employee who has submitted a resignation/retirement effective at the close of the current school year shall not be transferred except under circumstances that provide no other reasonable alternative. Such resignation/retirement may not be withdrawn once accepted by the Board or its designee unless agreed to by the District.

4. Except for good cause, such as program changes, resignations, retirements or unexpected changes that necessitate transfer, the District shall make a good faith effort to notify employees by at least five (5) working days before the last day of school, of their involuntary transfer for the subsequent year. If it becomes necessary to initiate a transfer after five (5) working days before the last day of school, the employee shall be notified in keeping with b.1 above. The above timelines apply to transfers which shall be effective the following school year. The above timelines shall be shortened if such transfer is to occur during a given academic year.

D. ADMINISTRATIVE TRANSFERS NECESSITATED BY SHIFTING/DECLINING ENROLLMENTS (Overstaffing)

1. Prior to March 1, the District shall complete overstaffing.
2. Volunteers shall be solicited by the District from the school(s)/grade levels where any such overstaffing exists at grades TK-12. Should multiple employees volunteer, the employee with the greatest District-level seniority shall be selected.
3. When a school/department/subject area is determined to be overstaffed, no more teachers will be transferred to vacancies in the District than is necessary to bring the overstaffed school/department into balance.
4. The District shall determine whether or not overstaffing exists at each school. The District shall determine the department/subject area(s) at each school where any such overstaffing exists at grades 7-12.
5. The District shall notify each certificated employee in the overstaffed school/subject area/department where any such overstaffing exists at grades 7-12.
6. If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position at another site in the District, the District may deny the request to transfer if the District cannot reschedule the remaining employees such that the overstaffed departments are not reduced at least .5 FTE by the reshuffling.
7. If in grades 7-12, volunteers are not available to transfer to a vacancy at another site, the least senior person by District-wide seniority (the first day the employee worked in continuous service in the District) who is more than .5 FTE in the overstaffed department will be transferred.
8. In grades TK-6, should no one volunteer to leave the overstaffed grade level, the class with the least senior teacher shall be collapsed. If in grades TK-6, should no one volunteer to transfer to a vacancy at another site, the least senior teacher in the overstaffed grade level will be transferred. The least senior teacher that is transferred shall have the right to return to the school site the following school year and shall not be

1 involuntarily transferred because of shifting or declining enrollment for eighteen (18)
2 months. The returning teacher will be included in the steps of the staffing process at the
3 site to which s/he is returning.
4

- 5 9. Employees involved in involuntary transfers for the following school year, as defined in
6 this section, shall receive notice prior to the employee-initiated transfer/internal rounds
7 below, or within a reasonable time after the District has determined that overstaffing
8 exists.
9

- 10 10. Time shall be arranged for employees involved in involuntary transfers to meet with the
11 appropriate administrative personnel involved with a known vacancy. Release time will
12 only be offered at the District's discretion. An employee may be granted a maximum of
13 three (3) site meetings.
14

- 15 11. If, after an involuntary transfer has been accomplished, a position for which the
16 transferred employee is qualified subsequently opens in the school from which the
17 employee was transferred, the employee shall be given first priority for reinstatement
18 within eighteen months if he/she so desires. If the specific assignment previously held
19 reopens in the initial school within eighteen months from the date of transfer, the
20 employee who was transferred shall be transferred back to the initial school upon written
21 request by the closing date for the vacancy.
22

23 E. ADMINISTRATIVE TRANSFERS NECESSITATED BY SCHOOL CLOSURE
24

- 25 1. If a particular school is closed, those employees who are eligible for continuing
26 employment in the District shall have the same priority for filling vacant positions as
27 employees at the same school or schools at which the students for the closing school are
28 being placed for the coming school year.
29

- 30 2. Regular employees who are not assigned to the new school, as a result of the actions in
31 paragraph 1, and who are eligible for continuing employment in the District, shall, based
32 upon District seniority, be given first right of refusal for not more than the next three (3)
33 open positions for which he/she is qualified in the District. Employees not placed by
34 August 15 shall be assigned in accordance with the procedures for Administrative
35 Transfers Exclusive of Shifting/Declining Enrollment.
36

37 F. EMPLOYEE INITIATED TRANSFERS
38

- 39 1. Internal Round:
40

- 41 a. Following review of staffing levels and site/District needs, including completion of
42 the overstaffing process, the following process shall be used to fill vacant positions
43 prior to assigning recruit candidates:
44
45

- 1 b. By first Friday following winter break, the District will notify all bargaining unit
2 members describing the internal round process, which will include the following:
3 i. Internal Round Window dates.
4 ii. A description of application process.
5 iii. A bargaining unit member's most recent evaluation must be satisfactory.
6 iv. A bargaining unit member must respond to an offer within 24 hours.
7 v. If there is only one applicant the unit member will be granted an interview
8 with the site administrator.
9 vi. A bargaining unit member granted a transfer will remain on his/her evaluation
10 cycle subject to the terms in the evaluation article.
11
12 c. Internal Round Process: Following the overstaffing process, the District will post all
13 known and anticipated vacancies for two (2) work days for internal certificated staff
14 only.
15 i. Upon completion of the first internal round, a second internal round will be
16 completed. Posting of the subsequent vacancies shall be for two (2) work days
17 for internal certificated staff only.
18 ii. Should no internal candidate apply in the first round, those vacancies shall be
19 posted in the second round.
20 iii. If there is only one applicant, the unit member will be granted an interview
21 with the site administrator.
22 iv. The internal round process is to be completed prior to assigning new hire
23 recruit candidates.
24
25 d. The Associate Superintendent of Human Resources or administrative designee, with
26 site principals, will make all final decisions on employee initiated transfers.
27 Interviews will be arranged as necessary.
28
29 e. An employee who is not granted an employee initiated transfer will be granted, upon
30 written request, a meeting with the Associate Superintendent of Human Resources to
31 discuss the reasons for denial.
32

33 G. NEW TEACHER/DISTRICT POOL 34

- 35 1. Upon completion of internal rounds, for no more than (10) work days, the District will
36 place new hire recruits from a District Pool into remaining unfilled vacancies. Should
37 there not be a position for a new hire recruit after internal rounds the new hire recruit will
38 be placed in the next vacancy for which they are properly credentialed after that position
39 has been posted once. New hire recruits may interview for that posted vacancy.
40

41 H. VACANCIES AFTER INTERNAL ROUND/POOL PLACEMENTS 42

- 43 1. Upon closure of New Hire Pool Placement Window to June 30, the District shall post all
44 known vacancies both internally and externally. The District shall make attempts to
45 balance the interview pool between internal and external applicants. Upon request, the
46 District shall provide the Association with data on the numbers of internal applicants

1 being granted or denied interviews on specific posted vacancies.

- 2
- 3 2. Employee Initiated Transfer Outside Internal Round: An employee may request a transfer
- 4 to a specific posted vacancy within or between elementary and high school districts. An
- 5 employee requesting a transfer to a specific posted vacancy shall do so in writing by the
- 6 closing date.
- 7 a. Transfer requests will be determined by qualifications and certifications.
- 8 b. The Associate Superintendent of Human Resources or administrative designee,
- 9 with site administrators, will make all final decisions on employee-initiated
- 10 transfers. Interviews will be scheduled as necessary.
- 11 c. Human Resources shall keep all data on requests for transfers and whether those
- 12 transfer requests are granted or denied. Transfer result data shall be shared with
- 13 the Association semi-annually.
- 14 d. Transfers shall not be denied for arbitrary, capricious, or retaliatory reasons.
- 15 Should a transfer request be denied, upon written request the certificated
- 16 employee shall have a right to a written response that details the rationale for why
- 17 the transfer was denied.
- 18 e. Should transfer requests continue to be denied at a consistent rate, the Association
- 19 and the Superintendent, or their designee shall consult to address the concerns.
- 20 f. The District may elect to not transfer an existing employee to a position if the
- 21 District concludes that a suitable replacement could not be found for the
- 22 applicant's position. If this occurs and the applicant indicates a desire to be
- 23 transferred in the subsequent school year, the District may not deny the request if
- 24 the applicant is selected as the best qualified.
- 25

26 I. NOTICE OF VACANCY

27

- 28 1. Upon closure of New Hire Pool Placement Window to June 30, seven (7) calendar days
- 29 after the requirements of a vacancy have been submitted to the Associate Superintendent,
- 30 Human Resources, it shall be posted for internal and external applications.
- 31
- 32 2. A short term absence of less than (1) semester, caused by an employee being granted a
- 33 leave of absence, does not create a vacancy and is not subject to these posting
- 34 requirements.
- 35
- 36 3. Vacancy notices, except for the placement of recruits from the new hire pool, following
- 37 the internal rounds shall be forwarded to the Association via e-mail or other electronic
- 38 means and posted on-line. Each vacancy posting shall be for a minimum of five (5) work
- 39 days. The notice shall include the closing date for applicants to submit an application.
- 40 No permanent appointment to an announced vacancy shall be made until after the closing
- 41 day for accepting applications.
- 42

4. In the case of leaves of absence or illness of one year or less, the employee shall be reinstated at the expiration of the leave of absence to the position previously occupied, or if that position no longer exists, as similar as possible position at that site. Position is defined as an assignment within the employee's credentialed area and not to a specific school or to a specific class level of students within any school. However, even though the employee is returning from the leave of absence, the employee is subject to the other transfer provisions.

J. TEMPORARY EMPLOYEES – TRANSFER/REASSIGNMENT

Temporary employees may be reappointed to open positions without reposting the vacancy. Exception to this would be where an administrative transfer was necessitated by shifting and declining enrollments. Such administrative transfers would be made before reappointments would be made.

K. TRANSFERS – SPECIAL EDUCATION RESOURCE SPECIALISTS

1. The District shall have the right to transfer Resource Specialists between the elementary and high school districts. The District shall notify the Resource Specialists of their intent to transfer between districts. All Resource Specialist transfers between districts shall become effective only at the beginning of the school year and shall be based on shifting/declining enrollment.
2. The District shall determine whether or not overstaffing exists between the elementary and high school district to the nearest whole FTE.
3. The District shall notify each Special Education Resource Specialist teacher in the overstaffed district of the vacant positions in the non-overstaffed district.
4. Volunteers for the vacant positions shall be solicited by the administration in the district where overstaffing exists.
5. The District may only involuntarily transfer whole FTE's (e.g. 1 FTE, 2 FTE's, etc.). The District may voluntarily transfer fractional FTE's, but under no circumstance shall there be a split assignment between the two districts.
6. If there are no volunteers to transfer to the vacant positions, the Resource Specialist teacher with the least seniority shall be transferred.
7. If more than one Resource Specialist teacher volunteers to transfer to a vacant position, the Resource Specialist teacher with the greatest seniority shall be placed in the vacant position.

1 8. Resource Specialist teachers involved in involuntary transfers shall be given first priority
2 for reinstatement within 24 months from the date of transfer if a vacancy occurs in the
3 district from which the Resource Specialist teacher was transferred.
4

5 9. Employees involved in involuntary transfers shall be notified as soon as the District has
6 determined overstaffing and completed the voluntary process.
7

8 L. TRANSFERS – FREMONT OPEN PLAN
9

10 Vacant positions in the Fremont Open Plan shall not be subject to the transfer, shifting
11 enrollment or internal posting requirements of the Collective Bargaining Agreement. All vacant
12 positions, regardless of the time of the year, shall be posted internally and externally. The
13 decision to hire an individual for a Fremont Open Plan position shall be made by the interview
14 committee which will be composed of five members, three of whom must be Fremont Open Plan
15 teachers.

ARTICLE XIV

REASSIGNMENT

1 Definition: Reassignment is a change in grade level (TK-6), Department (7-12) or teaching
2 assignment (7-12) which does not require a transfer.

- 3
- 4 1. Site administrators shall provide an opportunity for staff involvement when planning
5 teaching assignments.
6
- 7 2. The local site administrator is responsible for final development of employee reassignments
8 within a building in a fair and equitable manner. Site administrators must consider
9 credentialing requirements when making assignments. The District shall provide an
10 opportunity for meaningful participation and involvement of staff in the fulfillment of this
11 responsibility.
12
- 13 3. In grades TK-6, site administrators may only reassign primary grade teachers to upper
14 grades and upper grade teachers to primary grades for compelling reasons. A compelling
15 reason includes the situation where there is a need to assign a teacher to a grade level when
16 no properly credentialed teacher requests to be reassigned to the grade level. In the absence
17 of compelling reasons, the consent of the teacher is required. This term does not prohibit a
18 primary grade teacher from requesting to return to an upper grade or an upper grade teacher
19 from requesting to return to a primary grade.
20
- 21 4. No teacher will be required to teach a combination class two years in a row unless the
22 teacher agrees to such assignment.
23
- 24 5. Assignments will be given prior to commencing the internal rounds in Article XIII.
25
- 26 6. A good faith effort shall be made to notify employees of reassignment and to provide an
27 opportunity for employees to meet with the local site administrator. In the event the
28 employee is not available, the employee may designate in writing to the local site
29 administrator and the Human Resource Office a person who may speak on his/her behalf.
30 Such a notification of discussion shall not preclude the implementation of the change or
31 assignment.
32
- 33 7. Once an employee has been given notice of a reassignment, that reassignment shall not be
34 changed without good cause. When an employee objects to the change in any reassignment,
35 a good faith effort shall be made by the District to find an alternative solution.
36
- 37 8. Upon written request, submitted within three (3) working days of notification of the
38 reassignment, the employee shall receive within three (3) working days a written
39 explanation of efforts made to find alternate solutions when a reassignment is necessary.
40
41

- 1 9. When reassignment is determined and implemented during an academic year which requires
2 an employee to instruct in a subject outside his/her field of training or experience, the
3 District shall provide financial assistance for an orientation, in-service training or release
4 time. The employee may recommend one or more of the activities. Application for
5 assistance shall be made to the supervising administrator. Type of assistance is subject to
6 the approval of the Superintendent's Cabinet.
7
- 8 10. An employee holding a Standard Teaching Credential shall not be reassigned subjects other
9 than those designated by the credential except when authorized by the Board of Education.
10 An employee holding a General Secondary Credential shall not be required to teach in a
11 field other than his/her major or minor except when such reassignment is authorized by the
12 Board of Education.
13
- 14 11. The site administrator of a high school or junior high school shall be cognizant of the
15 number of different preparations assigned to the staff members under his/her jurisdiction
16 and where reasonably possible, limit assignments to no more than two (2) departments.
17 This shall not apply to areas of instruction involving mini-courses, alternate ways/methods,
18 or other special type programs.
19
- 20 12. Reassignment of employees who work in more than one school shall be made in a way that
21 minimizes travel time in accordance with program needs and insures duty free lunch periods
22 of at least thirty (30) minutes, and where applicable, preparation periods.
23
- 24 13. The Association and the District agree that teachers in grades 9-12 may be assigned to teach
25 six classes in the fall semester and four classes in the spring semester to help alleviate class
26 size problems. The following process shall be used for this reassignment. The site
27 administrator shall first ask for volunteers from qualified teachers in the department. If
28 there are no volunteers, the teacher with the least District-wide seniority may be assigned to
29 six classes in the fall and four classes in the spring.
30
- 31 14. TK-6 Vacancies Occurring After Assignments
32
- 33 A. Once teacher assignments are determined at individual sites for the upcoming school
34 year, and when a vacancy opens after assignments are given and prior to June 30th,
35 teachers at the site may request assignment to the vacant position. Email notification
36 will be sent by site administration and an interested employee must respond within
37 three (3) business days (Monday through Friday).
38
- 39 B. This process is limited to the first declared vacancy at a site in a given year.
40
- 41 C. If two or more teachers apply for the vacancy, the teacher with the greatest District
42 seniority will be granted the position.
43
- 44 D. Subsequent vacancies, including the vacancy created by the aforementioned process,
45 will be filled through the normal selection process.
46
47

1 15. TK-6 Vacancies After June 30th

2
3 If a vacancy occurs after June 30th, the site administrator may assign an existing teacher on
4 site, voluntarily, to the vacant position or hire/appoint a new teacher, to the vacant position.
5 The site administrator must give due consideration to the assignment sheet request forms
6 before making a placement.
7

8 16. Resource Specialists

9
10 The Resource Specialists' assignments will be determined based upon the following
11 guidelines:
12

- 13 A. Special Education Directors shall provide an opportunity for staff involvement when
14 planning Resource Specialists' assignments.
15
16 B. Special Education Directors are responsible for the final development of reassignments
17 in a fair and equitable manner. The District shall provide an opportunity for
18 meaningful participation and involvement of Resource Specialists in the fulfillment of
19 this responsibility.
20
21 C. Assignments that remain unchanged from year to year will be filled by the Resource
22 Specialist who had the same assignment the previous year. This includes any portion
23 of an assignment of 50% or more at a given site. Example: If the allocation at a given
24 site falls from 100% to 50%, the teacher has the right to retain their 50% position, but
25 will need to select an additional 50% assignment as spelled out below.
26
27 D. Resource Specialists, that have a change or partial change (see above) in their
28 assignment from one year to the next, will choose the assignment they want from a list
29 of vacant assignments provided by the District. If more than one Resource Specialist
30 chooses the same assignment, the Resource Specialist with the most District-wide
31 seniority will be placed in the position.
32
33 E. The District may reassign a Resource Specialist from their existing assignment for
34 compelling reasons.
35
36 F. Assignments will be given 20 calendar days before the end of the school year.
37

38 17. Psychologist/Speech Language Pathologists/Nurse Assignments

39
40 The following procedures will be followed for Psychologist/Speech Language
41 Pathologist/Nurse assignments. All groups represented will be referred to as "staff."
42

- 43 A. The Senior Directors of SELPA/Student Support Services will determine in a fair and
44 equitable manner the amount of service, schedules, and assignments that need to be
45 filled.
46
47

- B. For staff who have a change in assignment, they will choose from the list of modified or currently vacant assignments. The selection of open assignments will be done in seniority order.
- C. Once all staff have an assignment, the remaining vacancy/vacancies will be offered to all staff in seniority order. If an assignment is selected, the newly vacant assignment will be included as an opportunity for the next and potentially remaining staff to select. Each staff member will have one opportunity to choose. Additional selection opportunities will not be granted based upon different assignments becoming available.
- D. Staff will have no more than 24 hours (excluding weekends) to respond. If there is not a response, the District will view this as the staff member being content in their current assignment.
- E. Staff currently with specialty assignments may request a different assignment, but placement will be contingent upon hiring an employee who can meet the specialty need.
- F. If there is a vacancy that occurs prior to August 1, the following shall occur:
 - i. The remaining vacancy/vacancies will be offered to all staff in seniority order. If an assignment is selected, the newly vacant assignment will be included as an opportunity for the next and potentially remaining staff to select. Each staff member will have one opportunity to choose. Additional selection opportunities will not be granted based upon different assignments becoming available.
 - ii. Staff will have no more than 24 hours to respond. If there is not a response, the District will view this as the staff member being content in their current assignment.
 - iii. Staff currently with specialty assignments (e.g., DHH, Bilingual, etc.) may request a different assignment, but placement will be contingent upon hiring an employee who can meet the specialty need.

18. School Psychologists' assignments:

- A. Psychologists shall be on flexible schedules. If the psychologists and Directors cannot agree to the particular days to be worked, then the Associate Superintendent, Human Resources/Designee will set the schedule.
- B. Psychologists shall be available to work 10 days (5 days prior to the start of the student traditional schedule, and 5 days after the end of the traditional schedule). These days will be based upon need determined by the SELPA Director(s).
- C. High School Psychologists shall serve the transitions students based upon the home high school of the student.

1 19. Speech, Language and Hearing Specialist

- 2
3 A. The District may reassign a Speech, Language and Hearing Specialist from their
4 existing assignment for compelling reasons.

5
6 Note: The Speech, Language and Hearing specialists will receive additional
7 compensation for LEA MEDI-CAL billing; this responsibility will be added to their
8 overall job duties.
9

10 20. Athletic Coaching positions will be filled using the following process:

- 11
12 A. The site administrator shall determine coaching vacancies for the ensuing year.
13
14 B. The site administrator may reappoint all certificated District employee coaches to their
15 previous coaching assignments.
16
17 C. The site administrator will advertise (i.e. post as vacancies) all vacant positions
18 throughout the District.
19
20 D. If more than one certificated District employee coach applies for a position, the
21 Athletic Director and another coach designated by the site administrator, and the
22 administrative designee will interview the candidates and make a selection
23 by consensus (no scoring or rating sheets).
24
25 E. Certificated District employees shall have first rights of refusal over walk-on coaches.
26
27 F. Active and retired teachers who are hired to coach for Modesto City Schools within ten
28 years of their last Modesto City Schools' coaching assignment shall be given the same
29 years of service credit on the stipend hourly rate schedule that they had as of the last
30 time they coached for Modesto City Schools. No additional credit will be given for
31 experience outside Modesto City Schools.
32
33 G. Retired teacher/coaches who apply for coaching positions are to be considered "non-
34 District" employees and shall not be given priority over active teachers or coaches.
35

36 21. Assignment of Athletic Teacher/Coaches (This section applies to certificated District
37 employees only)

- 38
39 A. Only teachers teaching six instructional periods (excluding a P.E. coaching assignment)
40 shall be paid the 8th period stipend.
41
42 B. All 9-12 teacher-coaches (full-time employees) who are assigned five instructional
43 periods (excluding a P.E. coaching assignment) plus a P.E. coaching assignment, shall
44 receive a portion of a sixth period stipend in addition to their coaching stipend for
45 coaching duties during the 8th period. No coach shall receive more than one sixth
46 period stipend per fall, winter or spring sport seasons.
47

1 22. Assignment of Optional Periods

2
3 A. The assignment of optional periods shall be as follows:

- 4
5 1) The site administrator seeks volunteers within the department in which the
6 assignment is to be made.
7
8 2) Volunteers must be appropriately credentialed and the immediate previous
9 evaluation must be satisfactory.
10
11 3) If there are a greater number of volunteers than available positions, the teachers will
12 have the first opportunity to resolve the assignment among themselves.
13

14 In the event that no resolution can be reached among the interested teachers, the
15 assignment(s) will be decided by a lottery.
16

- 17 4) If there are an insufficient number of volunteers within a department, the site
18 administrator will seek volunteers in the school at large who are appropriately
19 credentialed and their immediate previous evaluation was satisfactory.
20

21 If there are a greater number of volunteers than available positions, the
22 assignment(s) shall be resolved as in “3” above.
23

24 An assignment filled by a volunteer from another department shall be counted
25 against the department in which the assignment is being made, not the department
26 in which the volunteer teaches. (For example: a math teacher volunteers to fill a
27 science assignment for which there are no science volunteers. The assignment
28 counts against the science department, not the math department.)
29

- 30 5) If the site administrator can clearly demonstrate that there are no volunteers to fill
31 the assignment(s), the site administrator may hire outside the site or the District or
32 reallocate the optional period assignments to another department following the
33 procedures outlined above.
34

35 If the District fills the assignment(s) by hiring additional staff, the unassigned
36 optional period(s) are not to be allocated to other departments.
37

- 38 6) Sites may have no more than four (4) optional periods per department. If, after
39 assignments are made, a department has five (5) optional periods, the District will
40 hire a 100% (1.0 FTE) in lieu of the five (5) optional periods in that department. If
41 after a good faith effort the District is unable to hire a 1.0 FTE the District may
42 assign the 5th optional to a current employee after consultation with the Association.
43

- 44 7) This process is to be used for the assignment of optional periods based on student
45 ballots and not for optional periods assigned for special purposes (e.g. Ag
46 Supervision, grant funded optionals, special education, Title I, etc.).
47

- 1 8) If a certificated employee is assigned an optional period and goes on leave or is
2 absent more than 30 days in a semester, the optional period will be assigned to
3 another certificated employee.
4

5 23. Department/Instructional Team Chairperson, 7-12
6

7 Department/Instructional Team Chairperson 7-12: Beginning with the 2012-13 school year,
8 7-12 Department/Instructional Team Chairperson positions will be established at each 7-12
9 school site. Compensation will be based on a percentage of the Stipend Base Rate and the
10 number of staff members in the department/team.
11

- 12 A. The site administrator will annually notify in writing team/department members of
13 his/her intention to fill Department/Instructional Team Chairperson positions and ask
14 team/department members to submit their recommendations for Department/Instructional
15 Team Chairpersons.
16
17 B. The team/department members' recommendations shall be submitted in writing to the
18 administrator within ten (10) days of the site administrator's notice of his/her intention
19 to fill Department/Instructional Team Chairpersons.
20
21 C. Department/Instructional Team Chairpersons shall be selected by the site administrator
22 after soliciting input from each team/department member. A copy of each
23 team/department members' confidential written preference for Department/Instructional
24 Team Chairperson shall be sent to the Association Office by the District. The site
25 administrator shall give good faith consideration to the majority preference of the
26 team/department.
27
28 D. The specific instructional teams for each school site will be determined by the site
29 administration and a Site Leadership Team after receiving input from the faculty, with
30 final approval from the site administrator.
31
32 E. The site administrator will provide each teacher with a master list of the site's
33 department/instructional teams. Each teacher will be in a department group and in an
34 instructional team. Teachers will be given the opportunity to indicate three (3)
35 preferences and each teacher will be assigned to one of three instructional teams
36 indicated as their preference. If the teacher fails to provide three (3) separate
37 preferences, the site administrator will assign the individual to any group. Staff will be
38 assigned to teams to ensure parity.
39
40 F. Teachers are contractually required to attend department and instructional team meetings
41 monthly.
42
43 G. 9-12 schools shall have maximum of 14 department/instructional teams. Individual sites
44 will select which programs will be represented. Instructional teams may be formed
45 around professional learning communities of programs or instructional areas including
46 but not limited to the following lists: five (5) from List A, 3-4 from List B, and 5-6 from
47 List C.
48

- H. 7-8 school sites shall have a maximum of 7 department/instructional teams. Individual sites will select which programs will be represented. Instructional teams may be formed around professional communities of programs or instructional areas including but not limited to the following lists: five (5) from List A and two (2) from List B or List C.

<u>List A – Departments</u>	<u>List B – Departments</u>	<u>List C – Instructional Teams</u>
English Language Arts	Business	Assessment and Evaluation
Math	Fine Arts	Curriculum
Science	Foreign Language	Instruction
Social Science	Industrial Arts	School Culture and Support
Special Education	Media Arts	Vision and Purpose
	P.E./Health	AP/IB
	Performing Arts	AVID
	Practical Arts	CCSS Curriculum PLC
	Support Services	Content Area and Literacy
		Language Institute
		Professional Development PLC
		School Change PLC
		SLC Team

- I. Department/Instructional Team Chairpersons responsibility may include the following duties:

- 1) Actively participate on the site leadership team.
- 2) Facilitate the review of student performance data and develop plans to increase student learning.
- 3) Participate in developing and revising curriculum.
- 4) Assist with the orientation of new teachers.
- 5) Assist with student scheduling and placement of new students (specifically special education).
- 6) Conduct regularly scheduled meetings with the department/instructional team.
- 7) Assist with the development of the Professional Learning Community (PLC).
- 8) Willingness to learn, adopt, and potentially assist teachers transition to the Common Core State Standards (CCSS).
- 9) Lead a team of department or instructional team teachers.
- 10) Assist the administration with master schedule building.
- 11) Attend site leadership, lead teacher meetings.

ARTICLE XV

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

A. Peer Assistance and Review (PAR) Contract Article

The Modesto Teachers Association and Modesto City Schools District believe that a Peer Assistance and Review Program (hereinafter called PAR) for permanent teachers provides the best opportunity to insure there is a qualified teacher in every classroom. Both parties agree to form a Peer Assistance and Review Committee to provide training, remediation, and assistance to permanent teachers who are considered by the committee to qualify for PAR based on the law, Board Policy, or the needs of an individual teacher.

B. PAR Committee

1. A PAR Committee will be established promptly after the effective date of this agreement. The Committee will consist of eight (8) members, including five (5) members appointed by the Association. The District will appoint three (3) other members. The five (5) appointed teachers shall serve for one (1) year and may be reappointed at the discretion of the MTA President. The Committee will elect its Chairperson by majority vote.
2. A teacher committee member shall receive an hourly rate of \$50.00 per hour not to exceed \$1500.00 in total for the year and shall be subject to COLA increases commencing with the 2004-05 school year.
3. The PAR Committee will hold its meetings after normal school hours.
4. The PAR Committee shall be responsible for the following:
 - a. Selecting Consulting Teachers.
 - b. Providing training for Consulting Teachers in cooperation with the Director of Human Resources.
 - c. Sending written notification of participation in the PAR Program to participating Consulting Teachers, and the site principal in cooperation with the Human Resources Department.
 - d. Reviewing the assignment of consulting teacher(s).
 - e. The District, in consultation with the Committee will establish procedures for application as a Consulting Teacher and the site principal in cooperation with the Human Resources Department.
 - f. Reviewing the final report by the Consulting teacher and making recommendations to the Board regarding a Referred Participating Teacher's progress in the PAR Program.
 - g. Reviewing the performance of the Consulting Teachers in conjunction with the Director of Human Resources.
 - h. Annually evaluating the impact of the program for program improvement and forwarding said report to the Board of Education.

5. The Committee, with the approval of the Board of Education, may remove a Consulting Teacher from the position because of the specific needs of PAR and/or inadequate performance as a Consulting Teacher. Prior to such removal, the Committee will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him or her to discuss said reasons.
6. PAR Committee members will also serve as Induction Advisory Committee members for the duration of their appointment.

C. PAR Program

1. Referred Teacher Participants (RTP)

- a. A Referred Teacher Participant is a teacher with permanent status who receives an unsatisfactory overall rating on the year-end evaluation (related to instructional skills, classroom management, knowledge of subject matter, or other related aspects of teaching performance). Permanent teachers may not be referred to PAR for an isolated problem with his or her teaching performance if the overall evaluation is satisfactory. A teacher may not be referred to PAR for attendance problems, repeated tardiness, failure to complete required attendance or grade reports or to comply with other similar administrative requirements or directives. The purpose of such participation is to help the RTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance.
- b. The PAR Committee shall make a good faith effort to assign a Consulting Teacher to the RTP prior to September 1st. At the request of the RTP Consulting Teacher, Director of Human Resources, or on its own initiative, the Committee may assign a different Consulting Teacher to work with the RTP at any time during the year.
- c. The Consulting Teacher shall use such methods as he or she deems appropriate to help the RTP correct the job-related deficiencies and achieve a satisfactory level of teaching performance. The Consulting Teacher will submit periodic (no less than one every three months) written Status Reports to the Committee and Director of Human Resources. The Consulting Teacher will continue to provide assistance to the RTP until he or she receives a satisfactory evaluation. The Consulting Teacher will submit a written Final Report to the Committee and Director of Human Resources. A copy of each report and the Final Report of the Consulting Teacher will be submitted to, and discussed with, the RTP before it is submitted to the Committee. The RTP will have the right to submit to the Committee a written response to each Status Report and to the Final Report of the Consulting Teacher. The RTP has the right to meet with the Committee before it makes a final recommendation to the Board of Education.

- d. At all levels of the process, the RTP has the right to be represented by the Association Representative of his or her choice.
- e. After consideration by the PAR Committee, the results of the RTP's participation in the PAR Program shall be forwarded to the Board of Education.
- f. The results of the RTP's participation in the program shall be placed in his or her personnel file.

2. Consulting Teachers

- a. A Consulting Teacher is a teacher who provides assistance to a Referred Teacher pursuant to PAR. The minimum qualifications for a Consulting Teacher are as follows:
 - 1) A teaching certificate for the educational level of the Referred Teacher (e.g., elementary, middle level/junior high, secondary);
 - 2) At least three (3) years in the District; and
 - 3) Consulting Teachers should have at least three years recent teaching experience in the curriculum area, 7-12, or grade level, K-6, of the Participating Teacher.
- b. In order to fill a position of Consulting Teacher, a notice of vacancy, prepared and posted on-line by District personnel staff, which includes the qualifications for the position. Notice of vacancies shall be sent to the Association Office. The committee will make recommendations to the Board of Education for Consulting Teachers from among qualified applicants through an examination of the qualifications submitted, three letters of recommendation from certificated staff, and an interview with the Committee.
- c. The number of Consulting Teachers will be determined by the Committee based on the needs of the program.
- d. The term of a Consulting Teacher will be two (2) years, and a teacher may not serve in the position for more than two (2) consecutive terms.
- e. Consulting Teachers will receive a stipend for each RTP they coach, but may not be assigned more than two (2) RTPs.

D. Director of Human Resources

The Director of Human Resources will manage all aspects of the BTSA/PAR Programs. This includes overseeing the work of each Consulting Teacher and Support Provider. The

1 Director of Human Resources will monitor the performance of each Consulting Teacher and
2 report to the Committee such information each semester. A copy of the written report and all
3 written documentation relied upon by the Director of Human Resources in making said
4 report, will be submitted to the Consulting Teacher and he or she will have the right to
5 submit a written response to such report. The contents of said reports shall be held by the
6 Committee and may not be used in any dismissal or disciplinary proceeding against the
7 Consulting Teacher. The Director of Human Resources will also, along with the Committee
8 and District, develop appropriate staff development programs for Participating Teachers as
9 well as teachers not participating in the PAR Program.

10
11 E. Application of Agreement
12

13 Except as otherwise expressly provided in this Article, the Association, the school district,
14 and all bargaining unit members, reserve any and all rights granted to, and remain subject to
15 any and all obligations imposed upon them by law, regulation, school district policy, or the
16 agreement.

17
18 F. Duration
19

20 The PAR Program will continue in effect from school year to school year, unless either the
21 Association or the Board of Education gives written notice to the other party by May 1 of its
22 intention to terminate the PAR Program as of the end of that school year.

23
24 G. Pre PAR
25

26 Permanent employees may voluntarily participate in Pre PAR during a year in which they are
27 not being evaluated. Participation in Pre PAR for an individual must be agreed upon by the
28 employee, PAR Committee and the District.

29
30 Teachers providing assistance will be compensated for up to 48 hours per year. The hourly
31 rate of pay is based upon the BTSA stipend amount divided by 48 hours.

ARTICLE XVI

BEGINNING TEACHER SUPPORT AND ASSESSMENT INDUCTION PROGRAM

1 A. BTSA Induction Program

2
3 The BTSA Program is an induction program implemented under the guidelines of SB 2042.
4 The Modesto Teachers Association and Modesto City Schools agree that the program
5 supports qualifying teachers in obtaining their professional credential and providing quality
6 teachers in every classroom.
7

8 a) Participating Teachers (PT) are:

- 9
10 1) teachers in their first or second year of teaching experience with a Preliminary
11 or Clear teaching credential
12 2) out-of-state teachers with 0-5 years of experience
13 3) out-of-state teachers with 6 or more years of experience who volunteer to
14 participate in BTSA
15 4) teachers who are otherwise identified by the CTC as being required to
16 participate in an induction program in order to fulfill requirements for the
17 Professional Clear Credential
18

19 b) Program Participation

20
21 Participation in the Modesto City Schools' BTSA Induction program shall remain
22 voluntary. However, under the provisions of SB 2042, teachers may be required by the
23 California Commission on Teacher Credentialing (CTC) to participate in an approved
24 induction program, BTSA, in order to earn their Professional Clear Credential.
25 Qualifying teachers who are not required by the CTC to complete the induction
26 requirements specifically for earning the professional clear credential, have the option to
27 participate in the BTSA Induction Program.
28

29 c) Support Provider (SP)

- 30
31 1. A Support Provider is a teacher who provides coaching and assistance to probationary
32 and temporary teachers in their first two years of teaching, or are otherwise identified
33 as required to participate according to the California Commission on Teacher
34 Credentialing regulations for credentialing. The minimum qualifications for a
35 Support Provider are as follows:
36
37 a. A teaching certificate for the educational level of assignment of the new teacher.
38 b. At least two (2) years in the District.
39 c. At least two (2) years recent teaching experience in the subject area or within two
40 grade levels of the new teacher's assignment.
41 2. In order to fill a position of Support Provider, a notice of vacancy, which includes the
42 qualifications for the position, will be posted on-line. Notification shall be sent to the

1 Association Office. The Director of Human Resources, in collaboration with the PAR
2 Committee will make recommendations to the Board of Education for Support
3 Providers from among the qualified applicants through an examination of the
4 qualifications submitted, three letters of recommendation from certificated staff, and
5 an interview process like the interview process for regular classroom teachers. Two of
6 the interview team members must be PAR Committee members appointed by MTA.

- 7
- 8 3. The number of Support Providers will be determined by the Director of Human
9 Resources, based on the needs of the program.
- 10
- 11 4. The Director of Human Resources will match PT and Support Provider by school,
12 subject matter (7-12) and grade level (K-6) whenever possible.
- 13
- 14 5. Support Providers will receive a stipend per PT assigned and shall be assigned 1-3
15 PTs. Support Providers will be provided with reasonable release time to observe PTs,
16 if substitutes are available.
- 17
- 18 6. All Site Support Providers with satisfactory completion of Support Provider job
19 requirements, who wish to continue in the next year, will be reappointed if determined
20 by the Director of Human Resources in consultation with PAR Committee members.
- 21

22 B. Director of Human Resources

- 23
- 24 1. The Director of Human Resources will manage all aspects of the BTSA Induction
25 Program. The Director of Human Resources will, in cooperation with District staff and
26 the PAR Committee members, develop appropriate staff development programs for
27 Participating Teachers.
- 28
- 29 2. The Director of Human Resources will be a management position.
- 30

31 C. Application of Agreement

32

33 Except as otherwise expressly provided in this Article, the Association, the District and all
34 bargaining unit members, reserve any and all rights granted to, and remain subject to any and
35 all obligations imposed upon them by law, regulation, school district policy, or the
36 agreement.

37

38 D. Duration

39

40 The BTSA Induction Program will continue in effect from school year to school year, unless
41 either the Association or the Board of Education give written notice to the other party by
42 May 1 of its intention to terminate the BTSA Induction Program as of the end of that school
43 year.

ARTICLE XVII

CHILD DEVELOPMENT

A. SALARY

1. The salary schedules for Child Development Teachers shall be established as separate salary schedules and include a range for Master's Degree.

a. Head Start Child Development Teachers shall be paid on the Head Start Salary Schedule.

b. State Child Development Teachers shall be paid on the Child Development Salary Schedule. Beginning with the 2013-14 school year, the 2008-09 Child Development Program State Preschool rate will be reinstated.

c. The designated salary schedules will be reflected on the Child Development Head Start Teacher job description and the Child Development State Teacher job description.

d. 1) Child Development teachers shall be allowed to accrue compensatory time or be paid their hourly rate commensurate with their current hourly placement when covering another class and/or substituting on a workday before or after their work hours.

2) Child Development teachers shall be paid the substitute rate on the corresponding salary schedule during all other time, including preparation time, when covering and/or substituting in a Child Development class.

3) No more than 8 hours per day or 20 hours per week of additional hourly time shall be worked by a Child Development teacher. Compensatory time may be accrued when being paid to cover and/or substitute.

e. Increases as noted below will be applied to the following salary schedules:

Child Development – State Preschool Salary Schedule

Child Development – Head Start Salary Schedule

Child Development – State Specialist Salary Schedule

Child Development – Head Start Specialist Salary Schedule

A 1.5% increase to the applicable salary schedules shall be effective retroactively to July 1, 2016, or the beginning of the 2016-17 school year pay cycle.

A 1.5% increase to the applicable salary schedules shall be effective retroactively to January 1, 2017, or the mid-year of the 2016-17 pay cycle.

1 A 1.0% increase to the applicable salary schedules shall be effective retroactively to
2 July 1, 2017, or the beginning of the 2017-18 pay cycle.

3
4 A 1.0% increase to the applicable salary schedules shall be effective retroactively to
5 January 1, 2018, or the mid-year of the 2017-18 pay cycle.

- 6
7 2. Child Development Specialists shall be paid from the Child Development Specialists'
8 Salary Schedule.
9
- 10 a. Child Development Specialists shall post a monthly schedule, subject to change based
11 upon the needs of the program, which includes an equal distribution of time at all
12 assigned sites.
13
- 14 3. Longevity Stipend: For all Child Development Teachers and Child Development
15 Specialists under this provision, longevity steps will be paid at the completion of 11, 15,
16 and 20 years of service.
17
- 18 4. Substitute pay for Substitute Child Development Teachers shall be based on Column 1,
19 Step 1 of the current salary schedule. Substitute Child Development Teachers, as per
20 Title 22 Section 101152 of Community Care Licensing Regulations, shall have a
21 minimum of 6 units in Child Development and/or Early Childhood Education on file
22 with Human Resources.
23
- 24 a. Taken from Article XIX, Section VIII, Subsection B:
25 i. Child Development substitute teachers will work the number of hours as
26 specified on SubFinder and will be paid for the number of hours worked.
27 ii. In the event that the teacher is absent for more than thirty consecutive calendar
28 days, the substitute teacher will work the same number of hours as the teacher's
29 contract and will assume full responsibilities for home visits, parent conferences,
30 and parent education and parent involvement requirements.
31 iii. Child Development Programs do not pay more than the basic rate for long-term
32 assignment.
33 iv. In the event that the teacher is absent for more than thirty consecutive calendar
34 days, the substitute teacher in a Child Development Program must meet
35 requirements as defined in the CTC Child Development Matrix.
36 v. Substitute rates for Child Development substitutes shall be based on Step 1,
37 Range 1 of their corresponding salary schedules.
38 vi. Regular Child Development teachers who substitute during their prep time shall
39 be paid on Step 1, Range 1 of their corresponding salary schedule.
40
- 41 b. Child Development Program teachers who are on laid-off status shall have the first
42 right of refusal for all substitute jobs, and shall be called in the order of their District
43 seniority.
44 c. After the 20th day of continuous substitute teaching at the same site, laid-off teachers
45 shall earn their per diem salary starting on their 21st day of service.
46

- d. If placed on a long-term assignment of 30 days or more, laid-off teachers shall earn their per diem salary from the first day of service.

B. HOURS OF EMPLOYMENT

1. Head Start Child Development Teachers

The workday for Head Start members of the bargaining unit shall be 450 minutes per day including recess, preparation and a duty-free lunch of at least 30 minutes. Teachers whose work contract is beyond the 450 minutes will have their salary factored to reflect the additional hours.

Full-Day Head Start Teachers: Full-day Head Start Teachers shall have 360 minutes of student contact time.

Part-Day Head Start Teachers: Part-day Head Start Teachers shall have 210 minutes of student contact time. An additional 60 minutes will be provided assisting other Part-day Head Start Teachers.

2. State Child Development Teachers

a. Part-Day Preschool Teachers: The workday for Part-Day Preschool members of the bargaining unit shall be 390 minutes per day including preparation, recess and a duty-free lunch of at least 30 minutes, and 180 minutes of student contact time. An additional 60 minutes will be provided assisting other Part-Day Preschool Teachers. Teachers whose work contract is beyond 390 minutes will have their salary factored to reflect the additional hours.

b. The workday for the Child Development Specialists shall be 8 hours per day and will include a 30-minute duty-free lunch.

3. Work Year for Child Development Teachers

All Child Development Teachers shall implement the approved Child Development Program Calendar which is based on the responsibility days listed below and includes staff development, staff work and student attendance days. All time off shall be reported to the Child Development Department through the District's SubFinder System.

Head Start Teachers

Full-Day	226 Responsibility Days
Part-Day	183 Responsibility Days
	(172 Student Days/3 Staff Development Days/ 8 Staff Work Days)

Preschool Teachers

Part-Day 183 Responsibility Days
(177 Student Days/1 Staff Development Day/
5 Staff Work Days)

Cal-SAFE Teachers 182 Responsibility Days

Child Development Specialist 219 Responsibility Days

Staff Development Days

All Child Development Teachers shall have staff development days included in their contracted days of: Part-day Head Start and Full-day Head Start Programs – three (3) days; Part-day State Preschool – one (1) day. Staff Development days shall be established in one-half (½) or whole day increments. Staff Development Days are mandatory attendance and established at the discretion of the Director of Child Development Programs to provide training and professional development to staff.

The District will provide both Cardio-Pulmonary Resuscitation (CPR) and Basic First Aid (FA) training during staff development days. In order to meet Title 22 Regulations and the standards set forth by the California Emergency Medical Services Authority (EMSA) and commonly accepted best practices for the child development field, all Child Development Teachers shall maintain current CPR/FA certification. The District will attempt to maintain the current every-other-year CPR/FA certification process currently utilized. If the District-sponsored training is not attended, it shall be the employee's responsibility to obtain the certification and submit proof of such.

Staff Work Days

All Child Development Teachers shall have staff work days included in their contracted days of: Part-day Head Start and Full-day Head Start Programs – eight (8) days; Part-day State Preschool – five (5) days. Staff Work days are student non-attendance days and shall be established in one-half (½) or whole day increments.

Staff work days are established for, but not limited to, start-up; close-out; orientation; classroom set-up and home visit activities; program planning; networking; curriculum planning and implementation; developmental screening of students; and parent conferences. Not more than one (1) of the established staff work days will be for staff to close out the year.

Staff/Faculty Meetings

The total number of Child Development staff/faculty meetings shall not exceed one (1) per month per program. The one meeting does not include individual teacher responsibilities, such as IEPs, SSTs, CSTs, case conferencing, etc., nor do they include grade or site level

1 meetings. Child Development Administration may schedule up to three (3) additional
2 staff/faculty meetings throughout the school year. A draft agenda for required meetings will
3 be sent at least forty-eight (48) hours in advance, excluding weekends and holidays. The
4 District will publish required meeting dates and times on the annual Child Development
5 Planning Calendar and Monthly Reminder Calendars. The duration of meetings outlined in
6 this section shall be a maximum of 1.5 hours, which will include 15 minutes for MTA.
7 Staff/Faculty meetings are established to provide and receive information and input to and
8 from staff. Staff/Faculty meetings may also contain Staff Development time.

9 10 Compensatory Time

11
12 Time spent in activities that exceed the normal work hours will be given in compensatory
13 time by the District to all Child Development Teachers. The Director of Child Development
14 Programs/designee must approve in advance the accrual and use of compensatory time unless
15 there is an unforeseen emergency.

16
17 Full-Day Child Development Teachers will accumulate their compensatory time and when
18 the number of hours equals their daily contract hours, they will be credited time for a full day
19 and a substitute will be provided. Full-Day Teachers will be allowed to accrue and use
20 compensatory time without substitute coverage. Part-Day Child Development Teachers will
21 accumulate their compensatory time which must be taken during preparation time.
22 Compensatory time must be taken in the current year.

23 24 Professional Responsibilities

25
26 All Child Development Teachers shall hold and maintain, at a minimum, the Child
27 Development Teacher Permit or above (not an Associate Teacher) issued by the California
28 Commission on Teacher Credentialing.

29
30 All Child Development Teachers shall: provide development screening for students within
31 the first 30 days for Head Start or the first 60 days for State Preschool; provide ongoing
32 student assessments with collection and reporting periods – three (3) for Head Start and two
33 (2) for State Preschool; including federal or state mandated assessments and implement an
34 additional research based assessment such as Preschool Early Literacy Indicator (PELI);
35 implement the comprehensive CDP curriculum; post weekly lesson plans; provide home
36 visits (two (2) for Head Start and one (1) optional home visit for State Preschool); and
37 provide two (2) parent conferences.

38
39 Effective July 1, 2010, all newly-hired Child Development Teachers (Head Start and State)
40 shall possess, at a minimum, a Bachelor's Degree. All current Child Development staff will
41 be grandfathered unless the state/federal requirements change. State Part-Day Teachers who
42 change sites, but stay within the same program, will maintain their grandfathered status.
43

1 C. EVALUATION

2
3 The evaluation cycle for all Child Development Teachers (State), who receive satisfactory
4 evaluations, will be every third year except for 1st and 2nd year teachers. The evaluation
5 criteria will follow the procedures outlined in Article VIII. First and 2nd year teachers will be
6 evaluated annually. Child Development Teachers shall be treated as permanent employees,
7 for evaluation purposes only, after two years in one program or combination of programs
8 covered in this Article.

9
10 The annual evaluation of Head Start Teachers (Federal), during the period not covered in the
11 previous paragraph, in accordance with Federal Guidelines, shall be conducted using the
12 approved alternative checklist form by Child Development Administration.

13
14 A memo or an e-mail issued by an administrator is between the teacher and administrator and
15 may not be shared with other staff or administrators.

16
17 D. TRANSFER/REASSIGNMENT

- 18
19 1. Employees of Child Development Programs may be transferred or reassigned based upon
20 Articles XIII and XIV.
21
22 2. Prior to any transfer or reassignment, the administration shall discuss the proposed
23 transfer or reassignment with the employee(s) to be transferred or reassigned.
24
25 3. A written statement of reasons shall be provided upon request if an employee is
26 transferred or reassigned involuntarily.
27

28 E. CLASS SIZE

29
30 Class size shall be maintained to meet State and Federal regulations concerning number of
31 students per teacher and adult ratios.
32

33 F. LEAVES OF ABSENCE

34
35 Employees of Child Development Programs shall be provided the same leaves of absence as
36 K-12 teachers (Article V).
37

38 G. CHILD DEVELOPMENT EMPLOYMENT

39
40 Child Development experience shall be recognized for placement on the Head Start Salary
41 Schedule, Child Development Salary Schedule and/or Child Development Specialist's Salary
42 to a maximum placement of Step 6.
43

Accumulated and unused sick leave shall be transferred to the K-12 program if a Child Development employee is employed in the K-12 program without a break in service. Absence from service for less than one year shall not be counted as a break in service for sick leave transfer purposes.

MCS Child Development teaching experience within the last ten (10) years, where the employee has at least a B.A. Degree, shall be counted towards placement on the K-12 salary schedule. Each two (2) years of satisfactory Child Development teaching experience shall count for one (1) year salary step placement, up to a maximum of five (5) years in placement on the K-12 teachers' salary schedule, consistent with Article IX Salary, Section C.

Teachers shall be given an individual, yearly budget for the purchase of non-perishable classroom supplies.

Ordering of both non-perishable and perishable items shall be at the teacher's discretion, pending administrative approval. Actual purchase and distribution shall be done mostly by site staff.

A monthly accounting of teacher's purchases shall be provided by the CDP Office.

H. STATE, FEDERAL, and LOCAL LAWS, REGULATIONS and REQUIREMENTS

All regulations, laws, requirements and mandates outlined and/or specified by State, Federal, local bodies with jurisdiction over Child Development operations and/or administration shall supersede and invalidate any article or section within this bargaining unit agreement if in direct contradiction or if standards are unmet. This includes but is not limited to Community Care Licensing (Title 22 and Health Code), California Department of Education (Education Code), Child Development Division (Title 5), California Commission on Teacher Credentialing, Fire Marshall, Public Health, and Head Start Performance Standards.

I. INCLUSION BY REFERENCE

The Articles noted below from the currently approved Collective Bargaining Agreement are incorporated into this Agreement.

	<u>ARTICLE</u>	<u>TITLE</u>
1.	Article I	Agreement
2.	Article III	Contractual Grievance Procedure
3.	Article IX	Salary Introduction and Sections E, I (5,6), J and O
4.	Article X	Health and Welfare Benefits

5.	Article XI	Miscellaneous-Maintenance of Benefits
6.	Article XII	Organization Security and Payroll Deductions
7.	Article XV	Peer Assistance and Review (PAR) Program
8.	Article XVIII	Rights for Unit Employees
9.	Article XIX	Substitute Employees
10.	Article XXIII	Savings

ARTICLE XVIII

RIGHTS FOR UNIT EMPLOYEES

1 In respect to non-permanent employees, the District pledges that it will inform the employee in
2 writing of the employee's status as probationary or temporary and provide a written contract of
3 employment.

4
5 At the same time, the District will inform the employee in writing of the difference and legal
6 significance of probationary versus temporary, as well as any credential requirements and
7 requirements of the CBEST Test.

8
9 Hourly Independent Study teachers hired to contracted Independent Study positions shall be
10 given probationary status consistent with other general fund programs and shall be given credit
11 for units and years of service already earned in the Independent Study Program.

ARTICLE XIX

SUBSTITUTE EMPLOYEES

I. EMPLOYMENT

A. Legal Status

Governing Boards of school districts shall classify as substitute employees those persons employed in positions requiring certification qualifications to fill positions of regularly employed persons absent from service. Substitute service may apply toward permanent status subject to standards in Education Code Section 44918, but shall not apply toward salary schedule placement.

B. Chest X-Ray or Intra-dermal Skin Test

A chest x-ray or approved intra-dermal skin test is required of every employee of the school district and must be renewed every four years.

C. Substitute List

A new substitute list is developed annually. Persons who substitute one year and who are interested in substituting the following year must complete a new information sheet after June 1 each year.

II. EMPLOYMENT PROCEDURE

A. Applicant Selection

All applications for substitute employment are to be submitted in person to the Human Resources Office, Modesto City Schools, 426 Locust Street. The following documents must also be completed and/or submitted:

1. Copy of valid California teaching credential
2. Tuberculosis x-ray or intra-dermal skin test report
3. State Teachers' Retirement System enrollment form
4. W-4 Form
5. Child Abuse Form
6. Loyalty Oath
7. I-9 Form
8. DOJ Fingerprint Clearance

1 B. Minimum Credential Qualifications

2
3 Applicants for substitute teaching must possess a valid California teaching credential
4 or license. If more than a 30-day assignment (20-day for special education), the
5 applicant must hold a valid credential for subject area, grade level, or specialized areas
6 of instruction.
7

8 III. TEACHER INPUT ON SUBSTITUTE ASSIGNMENT

9
10 Temporary, probationary or permanent teachers may express a preference for a particular
11 substitute teacher to be assigned during their absence. If the regular teacher has a concern
12 over the services of a given substitute teacher's performance, he/she may call the situation
13 to the site administrator's attention. The site administrator shall investigate such concerns.
14 It is not the bargaining unit members' role to evaluate each other; rather, it is the role of
15 management to evaluate.
16

17 IV. AUTHORITY TO DENY SUBSTITUTE SERVICE

- 18
19 1. The site administrator may recommend to the Associate Superintendent, Human
20 Resources or his/her designee that the right of a person on the substitute list to serve as
21 a substitute teacher be denied at their school or for a particular teacher based upon any
22 reason which, in the opinion of the administrator, relates to the welfare of the school,
23 workers of the school, or the pupils of the school.
24
25 2. The Associate Superintendent, Human Resources, or his/her designee, may remove a
26 person's name from the substitute list based upon any reason which relates to the
27 welfare of the school, workers of the school, or the pupils of the school.
28

29 V. AUTOMATIC SEPARATION

30
31 1. End of Assignment

32
33 Substitutes are employed for a maximum of one school year only and are
34 automatically terminated at the end of the school year. The District may employ a
35 substitute in the subsequent school year based on District discretion and the substitute
36 providing reasonable assurance of returning.
37

38 2. Lapse of Credential

39
40 If a substitute's credential lapses or otherwise becomes invalid, the substitute is
41 automatically terminated.
42
43

1 VI. PERFORMANCE OBSERVATION

2
3 The site administrator or his/her designee shall conduct at least one observation of the
4 substitute's performance if the substitute is employed to serve for at least eleven days. If
5 the observation indicates the substitute's performance is deficient, a copy of the
6 observation report shall be delivered to the substitute within five school days after the
7 deficient performance was observed. If the substitute requests a meeting to discuss the
8 performance observation, the site administrator or designee shall arrange the meeting and
9 participate in it. The substitute may arrange to have an Association representative
10 accompany him/her in the meeting. The substitute may file a written response to the
11 observation report, and such response shall be attached to the report.
12

13 VII. TERMINATION DURING SERVICE

- 14
15 A. If the site administrator or designee determines, based upon personal observation or an
16 investigation, that the conduct of a substitute has been such as to adversely affect the
17 welfare of the school, co-workers at the school, or any pupils at the school, he/she may
18 relieve the substitute of duty and in such instance the site administrator or designee
19 shall report the action and reason for it to the Associate Superintendent, Human
20 Resources. Except in emergencies, prior to relieving the substitute, the site
21 administrator or designee shall discuss his/her concerns with the substitute and shall
22 take into account, in making the final determination, any responses of the substitute. If
23 a substitute is relieved of duty and no modification of the action is made by the
24 Associate Superintendent, Human Resources, or the Board of Education, the decision
25 and in the absence of modification of the action by the Associate Superintendent,
26 Human Resources, or the Board of Education, the recommendation of the site
27 administrator or designee shall be final and binding. The administration's
28 determination of the sufficiency of the reason for relieving the substitute of duty shall
29 be conclusive.
30
31 B. In addition to the authority of the site administrator or designee set forth in A, above,
32 the Board of Education, under Education Code Section 44953, may terminate the
33 service of a substitute employee at any time and there shall be no right of appeal.
34

35 VIII. SUBSTITUTE PAY/ASSIGNMENTS

36
37 A base rate is established for day-to-day substitute teachers (1 to 10 days). A teacher
38 serving continuously in a short-term assignment (between 11 and 30 days) will receive
39 compensation as specifically identified in the substitute salary schedule daily rate. A
40 teacher serving continuously in a long-term assignment (beyond 30 days) will receive
41 compensation above the short-term rate as specifically identified in the substitute salary
42 schedule daily rate.
43

44 Emergency credentialed substitutes cannot serve in the same classroom more than thirty
45 days during the school year.

1 High School and Junior High School

- 2
- 3 1. Teachers substituting three periods or more on any one day will be paid the full
- 4 day's pay.
- 5
- 6 2. Teachers substituting for less than three periods on any one day will be paid one-
- 7 half day's pay.
- 8

9 A. Elementary (K-6)

- 10
- 11 1. Teachers substituting more than one-half the actual teaching time will be paid the
- 12 full day's pay.
- 13
- 14 2. Any assignment that is for less than half the actual teaching time will be paid one-
- 15 half day's pay.
- 16

17 B. Child Development Programs

18

19 Child Development substitute teachers will work the number of hours as specified on

20 SubFinder and will be paid for the number of hours worked.

21

22 In the event that the teacher is absent for more than thirty consecutive calendar days,

23 the substitute teacher will work the same number of hours as the teacher's contract and

24 will assume full responsibilities for home visits, parent conferences, and parent

25 education and parent involvement requirements.

26

27 Child Development Programs do not pay more than the basic rate for long-term

28 assignment.

29

30 In the event that the teacher is absent for more than thirty consecutive calendar days,

31 the substitute teacher in a Child Development Program must meet requirements as

32 defined in the CTC Child Development Matrix.

33

34 Substitute rates for Child Development substitutes shall be based on Step 1, Range 1

35 of their corresponding salary schedules.

36

37 C. Jury Duty

38

39 If a substitute is assigned to substitute for a teacher who is on jury duty, the substitute

40 will be so notified at the time of the assignment. Sometimes this will be only for half-

41 day assignment.

42

43 Should the regular teacher return to school prior to the end of the school day, the

44 substitute will be paid one-half or full day according to sections A, B, or C.

45

1 D. Payroll Dates

2
3 At the end of each substitute teaching assignment, the substitute is to sign a payroll
4 claim at the school site. If the claim is submitted to the Payroll Department by the 5th
5 of the following month, the substitute will be paid by the 15th. Claims submitted after
6 the 5th will not be paid until the 15th of the next month. All checks are mailed;
7 therefore, it is important that all address changes be reported to the Human Resources
8 Office.

ARTICLE XX

SUMMER SCHOOL

1. TK-6 Traditional and TK-8 Enrichment Program:

- a. The TK-6 remediation summer school shall consist of 19 instructional days plus one workday.
- b. TK-6 teachers will have no more than 4 hours and 20 minutes of instructional time per day.
- c. TK-6 teachers will be paid based on the hourly direct instructional programs salary schedule for 5 hours per day.
- d. TK-6 teachers will work and be paid for 5 hours prior to the beginning of the student attendance days (teacher workday).
- e. Beginning with summer 2016, a TK-6 Enrichment Program will be no less than five (5), no more than nineteen (19) instructional days plus one work day.
- f. Enrollment for the TK-6 Enrichment Program shall be limited to thirty (30) students per class.
- g. The District will identify the enrichment content area to be provided and the site where the enrichment programs will take place prior to advertising the positions. Due to the variable offerings that may occur year to year, instructors will reapply each year for a position.
- h. In addition, the District will operate a summer school program focused on the academic and language acquisition needs of English Learner Students. This program will operate with the same structure as TK-6 traditional summer school.
- i. A TK-8 Enrichment Program will be no less than five (5), no more than nineteen (19) instructional days plus one work day.
- j. Enrollment for the TK-8 Enrichment Program shall be limited to thirty (30) students per class.
- k. The District will identify the enrichment content area to be provided and the site where the enrichment programs will take place prior to advertising the positions. Due to the variable offerings that may occur year to year, instructors will reapply each year for a position.

1 2. 7-8 and 9-12 Traditional:

- 2
- 3 a. The 7-8 and 9-12 remediation summer school shall consist of a maximum of 19
- 4 instructional days plus one workday. Should class enrollment decrease due to students
- 5 completing the program, classes may be combined, which may result in less work days
- 6 than the maximum. This does not apply to Extended Summer Year (ESY) which requires
- 7 20 instructional days.
- 8
- 9 b. Should classes need to be combined due to low enrollment, preference shall be given to
- 10 the teacher holding the subject matter credential. If no teacher has the subject matter
- 11 credential, then preference shall be given to the teacher having the greatest tenure
- 12 teaching summer school.
- 13
- 14 c. Teachers will be paid for the actual number of days worked, which may be less than the
- 15 maximum.
- 16
- 17 d. Teachers in grades 7-8 and 9-12 will have no more than 3 hours and 30 minutes of
- 18 instructional time per day.
- 19
- 20 e. Teachers in grades 7-8 and 9-12 who instruct using the on-line curriculum will be paid
- 21 based on the hourly direct instructional program salary for 4 hours per day.
- 22

23 3. 7-12 Parallel Course

- 24
- 25 a. The District will offer a 7-12 Parallel summer school for students with disabilities who
- 26 are deficit credits and are on a diploma track.
- 27
- 28 b. The 7-12 Parallel summer school shall consist of 19 instructional days plus one (1)
- 29 workday.
- 30
- 31 c. 7-12 Parallel teachers will have no more than three (3) hours and 30 minutes of
- 32 instructional time per day.
- 33
- 34 d. 7-12 Parallel teachers will be paid based on the hourly direct instructional programs
- 35 salary schedule for four (4) hours.
- 36
- 37 e. 7-12 Parallel teachers will work and be paid for four (4) hours and 30 minutes prior to the
- 38 beginning of student attendance days (teacher workday).
- 39
- 40 f. 7-12 Parallel summer school enrollments shall be limited to 40 students.
- 41
- 42 g. 7-12 Parallel summer school class sizes shall be limited to 27 students. Class sizes shall
- 43 be in full effect by the end of the first week of instruction.
- 44
- 45 h. Beginning after the first week of summer school, 7-12 Parallel summer school teachers
- 46 with class sizes larger than 27 will be compensated \$5.00 per student per day.

- 47 4. The SDC/LH/SH TK-12 summer school mirrors the conditions listed above for the

1 corresponding grade range. Extended School Year (ESY) instruction may not be less than 20
2 instructional days.

- 3
- 4 5. Summer school teachers who are District employees may share summer school contracts at
5 the discretion of the site administrator. If the site administrator denies the requested share
6 contract, he/she must give a written reason for the denial.
- 7
- 8 6. Summer School teachers shall be prohibited from taking vacation during the summer school
9 period. A violation will affect the teacher's re-employment rights for the following year, and
10 the teacher shall lose the first right of refusal to summer school jobs.
- 11
- 12 7. Two summer school teachers may share one assignment as long as service is consecutive, at
13 the discretion of the District.
- 14
- 15 8. Summer School enrollments shall be limited to:

16

17 High School – 45
18 Junior High Remedial* – 45
19 Elementary Remedial* TK-3 – 25
20 Elementary Remedial* 4-6 – 32

21

22 Summer School class sizes shall be limited to:

23

24 High School – 39
25 Junior High Remedial – 39
26 Elementary Remedial TK-3 – 20
27 Elementary Remedial 4-6 – 27

28

29 The above class sizes shall be in full effect by the end of the first week.

30

31 * Remedial – Make-up classes of core classes failed and needed to pass to go to the next
32 grade level and/or to graduate.

- 33
- 34 9. Grade 7-8 Summer School enrollments shall be limited to 45 students with class size limited
35 to 39 students.
- 36
- 37 10. No students shall be enrolled after the ninth instructional day for a course, unless enrolling in
38 a second on-line course. For students enrolling in a second on-line course, there must be 10
39 instructional days available to complete the second course.
- 40
- 41 11. The District will provide classified support staff to address the needs of English Learner
42 students using computer based curriculum at the 9-12 level. Classified staff will be split
43 between sites with a schedule determined by the District. The level of classified staffing will
44 be determined by the District based on a needs assessment.
- 45
- 46

- 1 12. The District will make a good faith effort to reappoint all previous year summer school
2 teachers (if they have acceptable observation(s) the previous summer) to assignments that are
3 substantially the same, prior to advertising vacancies.
4
- 5 13. Summer School evaluations will include one student achievement level for remedial classes
6 only for new MCS employees. The student achievement level will be in accordance with
7 Board Policy 4115.
8
- 9 14. If a permanent District teacher received a satisfactory observation/evaluation in their last
10 evaluation cycle for their regular school assignment, the teacher will not have to be
11 observed/evaluated. If the employee is new to MCS, teacher will need to be
12 observed/evaluated.
13
- 14 15. New teachers receiving an unsatisfactory observation/evaluation would require a second
15 observation. At the end of summer school, there needs to be at least one satisfactory
16 observation/evaluation to be considered for the following year's summer school.
17
- 18 16. The District may offer on-line summer school offerings in addition to, or in place of,
19 traditional class offerings that may vary in time and days.
20
- 21 17. Teachers in the Traditional (non-enrichment) Program, who begin with the first day, will
22 work a minimum of ten (10) days in summer school. This provision does not apply to
23 teachers and substitute teachers who are appointed to summer school positions.
24
- 25 18. Should the district not be able to find enough MCS teachers to fill all teaching positions, the
26 district may utilize district substitute or non-district teachers to fill open positions.

ARTICLE XXI

INTERN PROGRAM

1 The Association and District agree to implement an intern program based on the provisions of
2 the Education Code.

- 3
- 4 1. Interns will be appointed to teaching vacancies only after the District determines that there
5 is an insufficient number of certificated applicants who meet the District's specified
6 employment criteria.
- 7
- 8 2. The District will determine placement of interns based on District need.
- 9
- 10 3. The District will designate a school-based supervisor to observe and counsel the intern on a
11 regular basis to give feedback to the University Supervisor regarding the intern's performance.
- 12
- 13 4. The District, in consultation with the Association, will select a school-based cooperating
14 teacher to provide the intern with guidance and support during their internship. The
15 school-based cooperating teacher will be paid a yearly stipend of \$2,250.00. When
16 selecting the cooperating teacher, priority should be given to the department or grade level,
17 then the site and then District-wide.
- 18
- 19 5. Continuation of an intern's assignment is contingent upon a recommendation of
20 satisfactory teaching competence by the District supervisor and sponsoring agency
21 supervisor. Termination of an assignment, based on unsatisfactory performance, is at
22 District discretion and is the responsibility of the District and the supervising agency.
- 23
- 24 6. Interns will be evaluated each year using the District's narrative evaluation process.
- 25
- 26 7. The District may terminate the intern training agreement with sponsoring agencies at
27 anytime if it is found that continuation would be detrimental to the District, staff or
28 students. The District's determination is final.
- 29
- 30 8. Interns' salary will be equivalent to 92% on Step 1, Column 1 of the Certificated Salary
31 Schedule.
- 32
- 33 9. The District will provide staff development activities and other resources as part of the
34 intern's training.
- 35
- 36 10. Interns shall be members of the MTA bargaining unit and subject to all dues regulations.
- 37
- 38 11. MTA and Modesto City Schools agree to consult on matters pertinent to the District's
39 Internship Program.
- 40
- 41 12. Interns may continue in assignment for the duration of the internship program provided that
42 annual observations/evaluations are satisfactory.
- 43
- 44 13. University Interns shall have no rights to the reduction in force process in Education Code
45 section 44949.

ARTICLE XXII

ADDITIONAL PROGRAMS

1 A. The following programs may be implemented by the District:

2
3 Academic Intervention
4 Adult Education
5 Credit Recovery Online Program (class.com)
6 Extended Summer School, 7-12
7 Home and Hospital (Regular Education)
8 Home or Hospital (Special Education)
9 Independent Study (Hourly)
10 Independent Study Full-time (Modesto Virtual Academy “MVA”
11 Program)
12 Rigorous Intervention for Student Excellence (RISE)
13

14 B. Extended Summer School Program teachers will be paid on the Hourly Direct Instructional
15 Program Schedule.
16

17 C. The number of sessions per day and the number of weeks the sessions will be offered, will
18 be determined by site needs and/or funding.
19

20 D. Academic Intervention and Extended Summer School teachers will be paid one hour for
21 every hour of instruction.
22

23 E. Home and Hospital teachers will be paid one hour preparation time per student served.
24

25 F. A regular teacher with the District may work no more than 4 hours per school day or
26 20 hours per week, in total, in any of the hourly programs listed in this section, except as
27 noted in Independent Study (Hourly).

PROGRAM TITLE:	Academic Intervention Program
ELIGIBILITY:	TK-12
PROGRAM SUMMARY:	<p>To provide supplemental educational opportunities for pupils through instruction during the school year outside the regular school day, Saturday school and during summer for programs not considered traditional summer school (e.g. Summer Bridge Program).</p> <p>To increase the instructional time and/or support instruction in all content areas.</p>
PROGRAM REQUIREMENTS:	<p>The instruction/support must supplement the regular instructional program in the core academic areas.</p> <p>Instruction may be provided before school, after school, on Saturdays, or during summer.</p>
TEACHER RESPONSIBILITIES:	<p>Plan, prepare, teach/assist/reinforce student learning in all, content areas, evaluate student learning, and keep records as required.</p> <p>Instructional settings will include large group, small group, and/or individual instruction as needed.</p>
SALARY:	<p>Hourly Direct Instructional Program Schedule.</p> <p>School Year: Paid hourly up to a maximum of 4 hours a day (Monday through Friday).</p> <p>Saturday School requires a minimum of 4.25 hours of student contact time (teacher compensated for 5.0 hours).</p> <p>Other Saturday program hours are dependent on site needs and require prior written approval by site administrator.</p> <p>Non-traditional summer program (e.g. Summer Bridge) hours dependent on site need.</p>

PROGRAM TITLE:	Adult Education
ELIGIBILITY:	Any student who is 16 years of age or older.
PROGRAM SUMMARY:	A wide variety of classes are offered to provide sufficient courses to meet the Adult and Comprehensive High School diploma requirements through adult concurrent enrollment. These include English, science, social science, mathematics, etc. In addition, courses to prepare for the General Educational Development (GED) test, Citizenship Program, and some Industrial Trade Programs are offered. Teachers provide instruction after the regular school day for various amounts of hours.
PROGRAM REQUIREMENTS:	Teacher develops course material with principal and district support and supervision. A monthly register of student attendance is maintained. A teacher is responsible for testing, grading work, and other activities associated with the class.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required.
SALARY:	Hourly Direct Instructional Program Schedule

PROGRAM TITLE:	Credit Recovery Online Program
ELIGIBILITY:	7-12 Middle/High Schools
PROGRAM SUMMARY:	<p>To provide supplemental educational opportunities for pupils through instruction and/or support during the school year, outside the regular school day.</p> <p>To increase the instructional time and/or support instruction in the core academic areas.</p>
PROGRAM REQUIREMENTS:	<p>The instruction/support must supplement the regular instructional program in the core academic areas.</p> <p>Instruction/support may be provided before school, after school, or on Saturdays.</p>
TEACHER RESPONSIBILITIES:	<p>Teach/assist/reinforce student learning in the core academic areas, evaluate student learning, and keep records as required.</p> <p>Instructional settings will include large group, small group, and/or individual instruction as needed.</p>
SALARY:	<p>Hourly Direct Instructional Program Schedule.</p> <p>Paid hourly up to a maximum of 3 hours a day.</p>

PROGRAM TITLE:	Extended Summer School
ELIBIGILITY:	Grades 7-12
PROGRAM SUMMARY:	<p>To provide supplemental educational opportunities for pupils outside the regular school day during the school year.</p> <p>To provide make-up opportunities for students behind credits for graduation or who need to make-up a course requirement.</p> <p>To improve academic achievement in low performing schools.</p>
PROGRAM REQUIREMENTS:	<p>The instruction will be offered in mathematics, science, social science/history, English/language arts, foreign language, fine arts, computer education or any course that provides credit toward graduation.</p> <p>Instruction may not exceed 180 minutes per session.</p> <p>Pupil attendance is voluntary.</p>
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required.
SALARY:	<p>Hourly Direct Instructional Program Schedule.</p> <p>Paid hourly up to a maximum of 3 hours per day.</p>

PROGRAM TITLE:	Home and Hospital (Regular Education)
ELIGIBILITY:	Students with medical problems.
PROGRAM: SUMMARY:	Students with a doctor's note indicating short-term medical needs are referred to Home and Hospital. Credits or achievement levels (TK-6) are given by the student's home school based on program completion.
PROGRAM REQUIREMENTS:	The site administrator will determine the placement of students in the Home and Hospital Program and assign the Home and Hospital teacher. The Home and Hospital teacher develops coursework for the student in collaboration with regular classroom teacher for the first ten days of Home and Hospital. If the student is on Home and Hospital for more than five days, the Home and Hospital teacher will be responsible for developing coursework. The coursework developed by the Home and Hospital teacher is to be equivalent to the courses the student was enrolled in while attending school in the regular program. The Home and Hospital teacher delivers instruction at a site convenient to the student and parents. The teacher maintains monthly register of meetings, corrects work, administers tests, and provides assistance.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required. All preparation and instruction is to take place outside the teacher's regular workday. The teacher shall serve one student at a time for up to five (5) hours per week. The Home and Hospital teacher may not claim more than 20 hours a week during the regular school year if they are a full-time teacher with the District.
SALARY:	Hourly Direct Instructional Program Schedule. The teacher will be paid hour for hour for instruction and up to one hour of preparation time per student.

PROGRAM TITLE:	Home or Hospital (Special Education)
ELIGIBILITY:	Placement in Home and Hospital is determined by the IEP.
PROGRAM SUMMARY:	The Home and Hospital Program serves Special Education students at either a home or hospital setting based upon the Individualized Education Plan Team's recommendation for services, including frequency and duration.
PROGRAM REQUIREMENTS:	The Home and Hospital Program is designed to serve students with exceptional needs with a medical condition such as those related to surgery, accident, short-term illness, or medical treatment for a chronic illness or as determined by the IEP. The Program Manager will assign the student to a Special Education credentialed Home and Hospital teacher. The curriculum developed for the student will be equivalent to the courses the student was enrolled in before being placed in the Home and Hospital Program.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required. All preparation and instruction is to take place outside the teacher's regular workday. The teacher shall serve one student at a time for up to five (5) hours of instruction per week. The teacher may not claim more than 20 hours a week during the regular work year.
SALARY:	Hourly Direct Instructional Program Schedule. The teacher will be paid hour for hour for instruction and can claim up to one hour of preparation per student.

PROGRAM TITLE:	Independent Study (Hourly)
ELIGIBILITY:	TK-12 students/adults
PROGRAM SUMMARY:	Students are provided an alternative education program TK-12 and meet with a teacher one hour per week and completes independently, with parent (etc.) assistance, at least 25 hours of classroom work. The Independent Study teacher will follow district-approved course descriptions and guidelines to deliver the educational program agreed to contractually between the parents and school district.
PROGRAM REQUIREMENTS:	The teacher develops a program of study in collaboration with the counseling staff at Pearson. Teacher maintains a monthly register of meetings, corrects work, administers tests and provides assistance. In special cases, teachers will travel to sites for student safety or other significant reasons.
TEACHER RESPONSIBILITIES:	<p>Plan, prepare, teach, evaluate student learning, and keep records as required.</p> <ol style="list-style-type: none"> A teacher that is a regular teacher with the District may work no more than 4 hours Independent Study per school day, or an average of 20 hours a week. Independent Study teachers' hourly claims will be increased to up to six (6) hours per day/30 hours per week for the months of January and February, in understanding of the increases in TK-12 site Independent Study students/hours during winter break. A teacher that only works in the Independent Study Program may work up to 45 hours a week. Resource teachers, teaching resource students, will be responsible for completing all IEPs, testing, and annual reviews for these students.
SALARY:	Hourly Direct Instructional Program Schedule.

PROGRAM TITLE:	Independent Study Full-Time (Modesto Virtual Academy “MVA” Program)
ELIGIBILITY:	TK-12 students
PROGRAM SUMMARY:	Students are provided an alternative education program via an online Independent Study model. Students meet with a teacher one hour per week and independently complete assigned classroom work. Teachers shall provide assistance as needed during this hour. The MVA teacher will follow district-approved course descriptions and guidelines to deliver the educational program agreed to contractually between the parents and school district. A full-time Independent Study teacher shall carry 25 students per week (5 hours per day/5 days per week).
PROGRAM REQUIREMENTS:	The teacher develops a program of study in collaboration with the counseling staff at Pearson. The teacher maintains a monthly register of meetings, corrects work, administers tests and provides assistance.
TEACHER RESPONSIBILITIES:	Plan, prepare, teach, evaluate student learning, and keep records as required. The teacher completes duties as outlined on the MVA Classroom Teacher job description and shall be evaluated on a non-instructional evaluation form.
SALARY:	Certificated Salary Schedule A – Basic Teacher Work Year.
2021-2022 SCHOOL YEAR:	For the 2021-22 school year, the Letter of Agreement MVA Online Learning dated April 26, 2021 will be adjusted to meet the requirements of Assembly Bill 130 as follows: <ul style="list-style-type: none"> Grades TK-3: <ul style="list-style-type: none"> 20:1 student/teacher ratio. 1 hour synchronous instruction per day regularly scheduled. 1 hour per week with each individual student. Grades 4-8: <ul style="list-style-type: none"> 24:1 student/teacher ratio 15 minutes per day daily check in with students. 1 hour per week with each individual student. Grades 9-12: <ul style="list-style-type: none"> 25:1 student/teacher ratio. 1 hour per week with each individual student.

Note: See Letter of Agreement MVA Online Learning dated 4/26/2021 and amended on 8/3/2021

PROGRAM TITLE:	Rigorous Intervention/Student Enrichment (RISE)
ELIGIBILITY:	Grades TK-12.
PROGRAM SUMMARY:	To provide educational opportunities for students through supplemental instruction during the school year, outside the regular school day.
PROGRAM REQUIREMENTS/ INTERVENTION:	Intervention is for a minimum of 15 students and maximum of 25 students assigned to each participating teacher per trimester/semester. 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:	<p>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.</p> <p>Teachers will provide instruction a minimum of 2 times per week. Days determined by the District recognizing numerous variables (Association meetings, transportation) and the goal of District-wide consistency. RISE intervention requires a semester-long commitment. RISE enrichment requires a commitment to the days outlined in the approved proposal. TK-12 teachers may share the assignment with prior approval.</p>
SALARY:	\$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.

ARTICLE XXIII

SAVINGS

- 1 If any provision of this Agreement or any application thereof to any employee is held by the
- 2 Public Employment Relations Board or a state or federal court contrary to law, then such
- 3 provision or application shall be deemed invalid, to the extent required by such decision, but all
- 4 other provisions or applications shall continue in full force and effect.

ARTICLE XXIV

BARGAINING UNIT MEMBER SAFETY

The District and Association agree that it is in the best interest of all parties to provide safe and secure campuses for students, staff and community. The District and Association are jointly committed to maintaining a safe work place for students and staff. The District and Association encourage positive communication and discourage actions that impede a positive educational environment. All employees shall reasonably be alert to unsafe practices, equipment and conditions.

I. Assaults on Employees

Certificated employees shall, immediately and in writing, report cases of assault, threatened assault, or sexual harassment suffered by them in connection with their employment. Such reports will be investigated and appropriate action taken. Such reports will be held confidential.

II. Safe Working Conditions

A. The District will provide appropriate bargaining unit members information regarding students as required by Education Code section 49079. Such information shall be provided within five (5) working days from when the information was known. The information provided shall be limited to the previous three (3) school years. Any information received by a bargaining unit member pursuant to Education Code section 49079 shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated.

B. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or wellbeing.

C. Upon notification, the District shall initiate an investigation of an unsafe or hazardous condition within three (3) school days. As soon as possible, the District shall eliminate or correct any unsafe or hazardous condition.

D. Any certificated employee who observes a working condition that he/she believes to be unsafe or unhealthy, shall report such condition in writing (including e-mail), including the reasons for believing it to be unsafe or unhealthy to his/her immediate supervisor. The priority of the District shall be to investigate and remedy health and safety items. If necessary and available, an alternate workspace shall be offered until repairs are completed.

E. Employees will follow all safety directives of the District. Employees will attend or will be compensated to attend any required trainings that are part of the essential functions of their primary job responsibilities.

- 1 F. An employee shall not be required to transport pupils in his/her vehicle, unless
2 necessitated by emergency circumstances.
3
- 4 G. The District has confidence in the professional ethics of certificated employees. The
5 Association has confidence in the professional ethics of managers and supervisors. To
6 this end, the parties are committed to reporting and investigating complaints or charges to
7 protect the legitimate interests of all parties, including community trust.
8
- 9 H. Both bargaining unit members and administration will adhere to and enforce Education
10 Code section 48910, the teacher's right to suspend from the classroom.
11
- 12 I. The District shall strive towards ensuring each of the following:
13
- 14 a. Every classroom having properly conditioned air, working telephone, internet
15 access and occupant load sign.
16
 - 17 b. Providing every classroom door with a lock that can be safely locked from the
18 interior. The District and Association acknowledge the unique configuration at
19 school sites and therefore shall consult in the event there is a disagreement
20 regarding the designation of a classroom.
21
 - 22 c. Making all bell codes for fire, lockdown, earthquake, etc. uniform across the
23 District.
24
 - 25 d. Making a good faith effort to offer, upon request, communication devices as
26 needed to ensure student safety and member safety during extra duty assignments.

MODESTO CITY SCHOOLS

- and -

MODESTO TEACHERS ASSOCIATION

GRIEVANCE FORM

MTA Grievance No. _____

Date of Written Grievance _____

Date of Violation _____

Date of Informal Discussion _____

Grievant's Name _____
(Please Print)Address _____
(Street) (City) (State) (Zip)

School _____

Step I: Principal or Supervisor Name _____

Step II: Superintendent Name _____

Grievance: (Indicate a description of the problem or grievance, the provisions of the Agreement, Board policies, administrative regulations, practices or laws which have been violated or misapplied, and the remedy requested.)

NOTE: This same form may be used when there is a grievance not covered by the contractual grievance definition – see Board Policy.

STATEMENT OF GRIEVANCE: _____

REMEDY REQUESTED:_____

Association Approved for Processing

Signature of Grievant (use additional
sheet if more signatures)

Additional comments from Grievant (if any) when appealing to Superintendent.

Date Received by District_____

Signature of Receiving Administrator_____

Distribution of Copies: Association
Receiving Administrator
Grievant

MODESTO CITY SCHOOLS

- and -

MODESTO TEACHERS ASSOCIATION

GRIEVANCE DISPOSITION FORM

Grievant's Name _____

MTA Grievance No. _____

Date _____

Step:

_____ Principal or Supervisor

_____ Superintendent

DISPOSITION OF GRIEVANCE: _____

Date Received by Grievant

Signature of Administrator

Signature of Grievant

Title

Distribution of Copies: Association
Grievant
Administrative Copy

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	4:46 PM	8	3:35 PM	4:46 PM

HIGH SCHOOL BELL SCHEDULES – TWO LUNCH					
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 – TWO LUNCH					
RALLY SCHEDULE					
Period	From	To	Period	From	To
0	7:33 AM	8:24 AM	0	7:33 AM	8:24 AM
1	8:30 AM	9:21 AM	1	8:30 AM	9:21 AM
2	9:27 AM	10:18 AM	2	9:27 AM	10:18 AM
3	10:24 AM	11:15 AM	3	10:24 AM	11:15 AM
Lunch 4	11:21 AM	11:56 AM	4	11:21 PM	12:12 PM
5	12:02 PM	12:53 PM	Lunch 5	12:18 PM	12:53 PM
6	12:59 PM	1:50 PM	6	12:59 PM	1:50 PM
7	1:56 PM	2:47 PM	7	1:56 PM	2:47 PM
Rally	2:53 PM	3:29 PM	Rally	2:53 PM	3:29 PM
8	3:35 PM	4:46 PM	8	3:35 PM	4:46 PM

HIGH SCHOOL BELL SCHEDULES – TWO LUNCH					
MINIMUM DAY/RALLY 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	9:09 AM	1	8:30 AM	9:09 AM
2	9:15 AM	9:54 AM	2	9:15 AM	9:54 AM
3	10:00 AM	10:39 AM	3	10:00 AM	10:39 AM
Lunch 4	10:45 AM	11:20 AM	4	10:45 PM	11:24 AM
5	11:26 AM	12:05 PM	Lunch 5	11:30 AM	12:05 PM
6	12:11 PM	12:50 PM	6	12:11 PM	12:50 PM
7	12:56 PM	1:35 PM	7	12:56 PM	1:35 PM
Rally	1:41 PM	2:17 PM	Rally	1:41 PM	2:17 PM
8	2:23 PM	3:22 PM	8	2:23 PM	3:22 PM

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

HIGH SCHOOL BELL SCHEDULES – ONE LUNCH		
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 BELL SCHEDULES – ONE LUNCH		
RALLY SCHEDULE		
Period	From	To
0	7:33 AM	8:24 AM
1	8:30 AM	9:21 AM
2	9:27 AM	10:18 AM
3	10:24 AM	11:15 AM
4	11:21 AM	12:12 PM
Lunch 5	12:18 PM	12:53 PM
6	12:59 PM	1:50 PM
7	1:56 PM	2:47 PM
Rally	2:53 PM	3:29 PM
8	3:35 PM	4:46 PM

HIGH SCHOOL BELL SCHEDULES – ONE LUNCH		
MINIMUM DAY/RALLY SCHEDULE		
Period	From	To
0	7:38 AM	8:24 AM
1	8:30 AM	9:09 AM
2	9:15 AM	9:54 AM
3	10:00 AM	10:39 AM
4	10:45 AM	11:24 AM
Lunch 5	11:30 AM	12:05 PM
6	12:11 PM	12:50 PM
7	12:56 PM	1:35 PM
Rally	1:41 PM	2:17 PM
8	2:23 PM	3:22 PM

HIGH SCHOOL BLOCK BELL SCHEDULE

REGULAR BLOCK SCHEDULE A AND B DAYS		
Period	From	To
0	7:26 AM	8:24 AM
1 or 2	8:30 AM	10:31 AM
3 or 4	10:40 AM	12:41 PM
Lunch 5	12:47 PM	1:22 PM
6 or 7	1:28 PM	3:29 PM
8	3:35 PM	4:46 PM

BLOCK SCHEDULE C DAYS		
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

BLOCK SCHEDULE 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

ELLIOTT BELL SCHEDULE – TWO LUNCH					
Period	From	To	Period	From	To
0	8:16 AM	8:56 AM	0	8:16 AM	8:56 AM
1	9:00 AM	9:40 AM	1	9:00 AM	9:40 AM
2	9:44 AM	10:24 AM	2	9:44 AM	10:24 AM
3	10:28 AM	11:08 AM	3	10:28 AM	11:08 AM
Lunch 4	11:12 AM	11:27 AM	4	11:12 AM	11:52 AM
5	11:32 AM	12:12 PM	Lunch 5	11:57 AM	12:12 PM
6	12:16 PM	12:56 PM	6	12:16 PM	12:56 PM
7	1:00 PM	1:40 PM	7	1:00 PM	1:40 PM

G230 SCHEDULE – TWO Sessions		
Period	From	To
AM	8:30 am	12:30 pm
PM	1:00 pm	5:00 pm

TOPS SCHEDULE		
Period	From	To
1	9:00 AM	9:40 AM
2	9:44 AM	10:24 AM
3	10:28 AM	11:08 AM
Lunch 4	11:12 AM	11:27 AM
5	11:32 AM	12:12 PM
6	12:16 PM	12:56 PM
7	1:00 PM	1:40 PM

JUNIOR HIGH/MIDDLE SCHOOL BELL SCHEDULES					
REGULAR SCHEDULE					
Period	From	To	Period	From	To
0	8:06	8:56	0	8:06	8:56
1	9:00	9:54	1	9:00	9:54
2	9:58	10:48	2	9:58	10:48
3	10:52	11:42	3	10:52	11:42
Lunch 4	11:46	12:21	4	11:46	12:36
5	12:25	1:15	Lunch 5	12:40	1:15
6	1:19	2:09	6	1:19	2:09
7	2:13	3:03	7	2:13	3:03
8	3:07	4:10	8	3:07	4:10

MINIMUM DAY/EARLY RELEASE SCHEDULE					
Period	From	To	Period	From	To
0	8:10	8:56	0	8:10	8:56
1	9:00	9:46	1	9:00	9:46
2	9:50	10:36	2	9:50	10:36
3	10:40	11:26	3	10:40	11:26
Lunch 4	11:30	12:05	4	11:30	12:16
5	12:09	12:55	Lunch 5	12:20	12:55
6	12:59	1:45	6	12:59	1:45
7	1:49	2:35	7	1:49	2:35
8*	2:39	3:38	8*	2:39	3:38

*8th Period does not meet on Early Release

*8th Period does meet on Minimum Days

ELEMENTARY SCHOOL 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	1:07 PM
Everett	8:20 AM	2:29 PM	8:20 AM	1:10 PM
Fairview	8:30 AM	2:44 PM	8:30 AM	1:23 PM
Franklin	8:35 AM	2:45 PM	8:35 AM	1:25 PM
Fremont	8:15 AM	2:25 PM	8:15 AM	1:05 PM
Garrison	8:30 AM	2:44 PM	8:30 AM	1:22 PM
Kirschen	8:15 AM	2:22 PM	8:15 AM	1:05 PM
Lakewood	8:35 AM	2:44 PM	8:35 AM	1:25 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	1:20 PM
Rose Avenue	8:20 AM	2:29 PM	8:20 AM	1:10 PM
Shackelford	8:15 AM	2:24 PM	8:15 AM	1:05 PM
Sonoma	8:35 AM	2:46 PM	8:35 AM	1:25 PM
Tuolumne	8:15 AM	2:24 PM	8:15 AM	1:05 PM
Wilson	8:15 AM	2:25 PM	8:15 AM	1:05 PM
Wright	8:15 AM	2:28 PM	8:15 AM	1:06 PM

CERTIFICATED EVALUATION FORMS

<u>EXHIBITS:</u>	<u>PAGE</u>
G: Classroom Observation Form	150
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Modesto City Schools

CLASSROOM OBSERVATION FORM

Evaluatee _____

Evaluator _____

Date of Observation _____

Time of Observation _____ To _____

School _____

Subjects Being Taught _____

Number of Students _____

Grade Level _____

Observation ☐ Scheduled☐ Unscheduled

Teaching Standard

1. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

Evaluator Comments:

2. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Evaluator Comments:

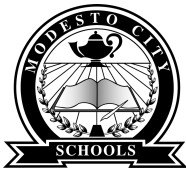
3. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Evaluator Comments:

4. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS			
Evaluator Comments:			
5. ASSESSING STUDENT LEARNING			
Evaluator Comments:			
	Unsatisfactory	Satisfactory	
OVERALL ASSESSMENT OF ALL TEACHING STANDARDS			
Evaluator Comments/Commendations/Recommendations:			
Evaluatee Reflection and Comments:			

The evaluatee's signature verifies a review of this observation, but does not necessarily constitute agreement. Evaluatee has the right to prepare a written response to be attached.

Evaluatee: _____ Evaluator: _____
 Date: _____ Date: _____
 Post Conference Held: _____



MODESTO CITY SCHOOLS
Instructional Certificated Employee Evaluation – Form I

Evaluatee _____ Status _____ Academic Year _____

Assignment _____ School(s) _____

Evaluator _____

1. COMPLETION OF INITIAL CONSULTATION

We have completed the preliminary procedures in compliance with Modesto City Schools' evaluation guidelines and have reached agreement.

Evaluatee's Signature _____ Evaluator's Signature _____

Other Participant if Any _____ Date _____

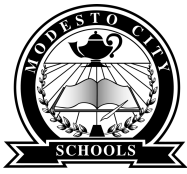
2. CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

- 2.1 Engage students in learning.
- 2.2 Create and maintain effective learning environment.
- 2.3 Understand and organize subject matter.
- 2.4 Plan instruction and design learning experiences.
- 2.5 Assess learning.
- 2.6 Develop as a professional educator.

3. NON-INSTRUCTIONAL DUTIES

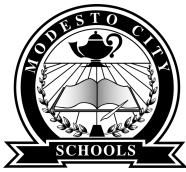
- 3.1 Perform non-instructional tasks as required by state law and District policy.
- 3.2 Attend school and District meetings related to his/her assignments.
- 3.3 Share equally in the sponsorship or the supervision of out-of-classroom student activities.

EVALUATOR'S COMMENTS:



MODESTO CITY SCHOOLS
Instructional Certificated Employee Evaluation – Form I

EVALUATOR'S COMMENTS:



MODESTO CITY SCHOOLS
Instructional Certificated Employee Evaluation – Form I

EVALUATEE'S COMMENTS:

4. ASSESSMENT OF GOAL PROGRESS

EVALUATOR'S COMMENTS:

EVALUATEE'S COMMENTS:

5. COMPLETION OF EVALUATION PROCESS

STATUS

- ☐ PERMANENT/PROBATIONARY
☐ TEMPORARY
☐ 75% OR MORE
☐ LESS THAN

RECOMMENDATION

- ☐ PERMANENT/PROBATIONARY
☐ RE-EMPLOYMENT
☐ RE-ASSIGNMENT
☐ DISMISSAL
☐ PAR REFERRAL

OVERALL EVALUATION

- ☐ SATISFACTORY
☐ UNSATISFACTORY

- ☐ TEMPORARY
☐ RE-EMPLOYMENT
☐ DO NOT REHIRE

WE HAVE COMPLETED THE EVALUATION PROCESS IN COMPLIANCE WITH MODESTO CITY SCHOOLS GUIDELINES.

DATES OF OBSERVATIONS:

EVALUATEE'S SIGNATURE

EVALUATOR'S SIGNATURE

OTHER PARTICIPANT, IF ANY

DATE

THE EVALUATEE'S SIGNATURE MERELY ACKNOWLEDGES COMPLETION OF THE EVALUATION PROCESS.



MODESTO CITY SCHOOLS
Instructional Certificated Employee Evaluation – Form II
Professional Goals
and Assessment of Personnel Competence

EXHIBIT I

Evaluatee _____ School _____ Academic Year _____

Goal 1: Description of professional goal (relating to the District annual focus):

Means of assessment and nature of evidence to be provided:

Anticipated date of completion:

Statement of goal progress:

Mitigating factors:

Goal: ☐ Met ☐ Not Met

Comments:

Goal 2: Description of professional goal (relating to a major component of his/her growth as a professional):

Means of assessment and nature of evidence to be provided:

Anticipated date of completion:

Statement of goal progress:

Mitigating factors:

Goal: ☐ Met ☐ Not Met

Comments:

EVALUATEE'S SIGNATURE

EVALUATOR'S SIGNATURE

OTHER PARTICIPANT, IF ANY

DATE



MODESTO CITY SCHOOLS
Form A – Non-Instructional Certificated Personnel Evaluation

OBSERVATION RESUME

Evaluatee _____ Evaluator _____

Assignment _____ Date of "Observation" _____

Observation ☐ Evaluatee Initiated ☐ Evaluator Initiated ☐ Unscheduled

OBSERVATION:



MODESTO CITY SCHOOLS
Form A – Non-Instructional Certificated Personnel Evaluation

OBSERVATION RESUME

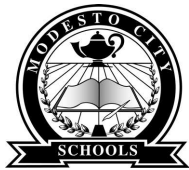
OBSERVATION: (continued)



MODESTO CITY SCHOOLS
Form A – Non-Instructional Certificated Personnel Evaluation

OBSERVATION RESUME

INITIAL REACTION:



MODESTO CITY SCHOOLS
Form B – Non-Instructional Certificated Employee Evaluation

POST-OBSERVATION CONFERENCE FORM

Evaluatee _____ Date of Observation _____

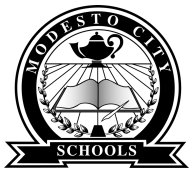
I. Evaluator's Reactions

**II. Evaluator's Specific Suggestions/General Comments/Recommendations/
Commendations**

III. Evaluatee's Comments

Evaluatee _____ Evaluator _____
Other Participant if any _____ Date _____

Evaluatee's signature does not constitute endorsement of the observer's notations but is a recognition that discussion has taken place.



MODESTO CITY SCHOOLS
Non-Instructional Certificated Personnel Evaluation – Form I

Evaluatee _____ Status _____ Academic Year _____

Assignment _____ School(s) _____

Evaluator _____

1. COMPLETION OF INITIAL CONSULTATION

We have completed the preliminary procedures in compliance with Modesto City Schools' evaluation guidelines and have reached agreement.

Evaluatee's Signature _____ Evaluator's Signature _____

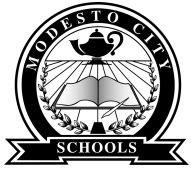
Other Participant if Any _____ Date _____

2. PERFORMANCE OF DUTIES

2.0 DEFINED IN HIS/HER ASSIGNMENT

- 2.1 PERFORMS JOB RESPONSIBILITIES AS ESTABLISHED BY STATE LAW OR ADOPTED BY THE SCHOOL DISTRICT.
- 2.2 ATTENDS SCHOOL AND DISTRICT MEETINGS RELATED TO HIS/HER ASSIGNMENT.
- 2.3 SHARES EQUALLY WITH THE ENTIRE STAFF IN THE SPONSORSHIP OR SUPERVISION OF OUT-OF-CLASSROOM STUDENT ACTIVITIES.
- 2.4 DEVELOP AS A PROFESSIONAL EDUCATOR.

2.5 EVALUATOR'S COMMENTS



MODESTO CITY SCHOOLS
Non-Instructional Certificated Personnel Evaluation – Form I

3. ASSESSMENT OF FULFILLMENT OF JOB RESPONSIBILITIES

EVALUATOR'S COMMENTS



MODESTO CITY SCHOOLS
Non-Instructional Certificated Personnel Evaluation – Form I

EVALUATEE'S COMMENTS

4. COMPLETION OF EVALUATION PROCESS

STATUS

- ☐ PERMANENT/PROBATIONARY
☐ TEMPORARY
☐ 75% OR MORE
☐ LESS THAN

RECOMMENDATION

- ☐ PERMANENT/PROBATIONARY
☐ RE-EMPLOYMENT
☐ RE-ASSIGNMENT
☐ DISMISSAL
☐ PAR REFERRAL

OVERALL EVALUATION

- ☐ SATISFACTORY
☐ UNSATISFACTORY

- ☐ TEMPORARY
☐ RE-EMPLOYMENT
☐ DO NOT REHIRE

WE HAVE COMPLETED THE EVALUATION PROCESS IN COMPLIANCE WITH MODESTO CITY SCHOOLS GUIDELINES.

DATES OF OBSERVATIONS:

EVALUATEE'S SIGNATURE

EVALUATOR'S SIGNATURE

OTHER PARTICIPANT, IF ANY

DATE

THE EVALUATEE'S SIGNATURE MERELY ACKNOWLEDGES COMPLETION OF THE EVALUATION PROCESS.



MODESTO CITY SCHOOLS
Non-Instructional Certificated Employee Evaluation – Form II
Performance Goals
and Assessment of Personnel Competence

EXHIBIT M

Evaluated _____ School _____ Academic Year _____

Goal 1: Description of performance goal (relating to the District annual focus and job responsibilities):

Means of assessment and nature of evidence to be provided:

Anticipated date of completion:

Statement of fulfillment of job responsibility:

Mitigating factors:

Fulfillment: ☐ Met ☐ Not Met

Comments:

Goal 2: Description of performance goal (relating to a major component of his/her growth as a professional and job responsibilities):

Means of assessment and nature of evidence to be provided:

Anticipated date of completion:

Statement of fulfillment of job responsibility:

Mitigating factors:

Fulfillment: ☐ Met ☐ Not Met

Comments:

EVALUATEE'S SIGNATURE

EVALUATOR'S SIGNATURE

OTHER PARTICIPANT, IF ANY

DATE

MODESTO CITY SCHOOLS

2020-2021

CERTIFICATED SALARY SCHEDULE



CERTIFICATED SALARY SCHEDULES

2020-2021

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**PLACEMENT ON THE SALARY SCHEDULE FOR EMPLOYEES IS BASED UPON
EDUCATIONAL TRAINING AND PRIOR TEACHING EXPERIENCE
IN ACCORDANCE WITH THE FOLLOWING:**

FOR EMPLOYEES NEW TO THE DISTRICT:

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

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

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

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

UNITS

Credit is granted toward salary advancement for units earned after receiving the Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree, as shown on an official transcript from a college or university only if they are:

- a) Earned at accredited colleges or universities with at least a "C" grade equivalent or earned at non-accredited colleges or universities with at least a "C" grade or equivalent and are accepted for credit on the official transcripts of accredited colleges or universities or CTC Induction of Intern Programs.
- b) Clearly and substantially supportive of the employee's assignment or the employee's District approved goal.
- c) Units shall be recorded as semester units. The formula to convert from quarter units to semester units shall be: quarter units x .667 = semester units.

With prior District approval, credit may be granted toward salary schedule advancement for lower division units and upper division or graduate units not covered under part (a), earned with at least a "C" grade or equivalent after the date of receiving the Bachelor's Degree as shown on an official transcript from a college or university.

No credit is granted for units earned during the regular school year in excess of nine (9) semester units or twelve (12) quarter units. Requests to exceed this requirement may be submitted to the Associate Superintendent, Human Resources.

A school nurse will receive two (2) units of credit toward salary schedule placement for completion of each thirty (30) hours of continuing education of the type that is utilized to keep a current California Nursing License. This shall apply to hours earned after September 1, 1985.

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

ANNUAL INCREMENT – Seventy-five percent (75%) of the annual required days of service shall be served to qualify for the annual increment.

Employees placed on Column 1 cannot advance beyond step 6 unless they have submitted official transcripts reflecting 12 approved upper division graduate units beyond the B.A. Degree, until qualifying time would advance the employee to Step 18.

MODESTO CITY SCHOOLS
CERTIFICATED SALARY SCHEDULE
2020-2021

SCHEDULE A - ANNUAL SALARY

STEP	BA + 12 Column 1	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/M/A BA + 24 Column 2	W/M/A BA + 36 Column 3	W/M/A BA + 48 Column 4	W/M/A BA + 60 Column 5	W/M/A BA + 72 Column 6
1	61,523	61,525	61,769	---	---	---	1	61,525	62,542	---	---	---
2	61,525	61,525	63,816	67,290	---	---	2	61,580	64,600	68,068	---	---
3	61,525	62,857	65,871	69,340	---	---	3	63,636	66,648	70,124	74,043	---
4	62,362	64,914	67,919	71,389	73,264	79,719	4	65,692	68,704	72,169	76,106	80,503
5	64,418	66,964	69,978	73,442	75,596	81,774	5	67,744	70,758	74,229	78,152	82,555
6	66,476	69,020	72,028	75,495	77,375	83,838	6	69,790	72,810	76,279	80,207	84,618
7	68,522	71,070	74,084	77,545	79,423	85,887	7	71,853	74,868	78,336	82,263	86,662
8	70,573	73,127	76,127	79,603	81,482	87,929	8	73,903	76,916	80,395	84,325	88,713
9	70,573	75,181	78,188	81,646	83,526	89,990	9	75,958	78,972	82,430	86,370	90,771
10	70,573	77,227	80,238	83,702	85,581	92,032	10	78,015	81,020	84,483	88,422	92,824
11	---	---	82,290	85,758	87,635	94,093	11	---	83,075	86,542	90,464	94,875
12	---	---	84,347	87,814	89,687	96,142	12	---	85,118	88,595	92,523	96,924
13	---	---	---	89,868	91,734	98,199	13	---	---	90,643	94,580	98,983
14	---	---	---	---	93,801	100,252	14	---	---	---	97,403	101,801
18	72,601	79,256	86,375	91,896	95,852	102,280	18	80,042	87,148	92,670	99,432	103,828
21	74,629	81,283	88,401	93,924	97,882	104,308	21	82,070	89,174	94,697	101,459	105,855
24	77,432	84,086	91,205	96,725	99,908	107,112	24	84,874	91,978	97,500	104,262	108,658
27	80,873	87,526	94,646	100,165	102,713	110,553	27	88,315	95,417	100,941	107,702	112,101
31	82,823	89,480	96,598	102,117	106,152	112,503	31	90,266	97,370	102,892	109,654	114,050

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DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,136

Board Approved: 08/16/2021
This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #1 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS
CERTIFICATED SALARY SCHEDULE
2020-2021**

SCHEDULE A1 - DAILY RATE

STEP	BA + 12 Column 1	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/M/A BA + 24 Column 2	W/M/A BA + 36 Column 3	W/M/A BA + 48 Column 4	W/M/A BA + 60 Column 5	W/M/A BA + 72 Column 6
1	332.56	332.57	333.89	---	---	---	1	332.57	338.06	---	---	---
2	332.57	332.57	344.95	363.73	---	---	2	332.86	349.19	367.94	---	---
3	332.57	339.77	356.06	374.81	396.02	---	3	343.98	360.26	379.05	400.23	---
4	337.09	350.89	367.13	385.89	408.63	430.91	4	355.09	371.37	390.10	411.38	435.15
5	348.21	361.97	378.26	396.98	418.24	442.02	5	366.18	382.48	401.24	422.44	446.24
6	359.33	373.08	389.34	408.08	429.31	453.18	6	377.24	393.57	412.32	433.55	457.39
7	370.39	384.16	400.45	419.16	440.44	464.25	7	388.39	404.69	423.44	444.66	468.44
8	381.48	395.28	411.50	430.29	451.49	475.29	8	399.48	415.76	434.57	455.81	479.53
9	---	406.38	422.64	441.33	462.60	486.43	9	410.58	426.88	445.57	466.86	490.65
10	---	417.44	433.72	452.44	473.70	497.47	10	421.70	437.95	456.66	477.96	501.75
11	---	---	444.81	463.56	484.79	508.61	11	---	449.05	467.79	488.99	512.84
12	---	---	455.93	474.67	495.86	519.69	12	---	460.10	478.89	500.12	523.91
13	---	---	---	485.77	507.03	530.81	13	---	---	489.96	511.24	535.04
14	---	---	---	---	518.12	541.90	14	---	---	---	526.50	550.28
18	392.44	428.41	466.89	496.74	529.09	552.86	18	432.66	471.07	500.92	537.47	561.23
21	403.40	439.37	477.84	507.70	540.04	563.83	21	443.62	482.02	511.88	548.43	572.19
24	418.55	454.52	493.00	522.84	555.21	578.98	24	458.78	497.18	527.03	563.58	587.34
27	437.15	473.11	511.60	541.43	573.79	597.58	27	477.38	515.77	545.63	582.17	605.95
31	447.69	483.68	522.15	551.98	584.34	608.12	31	487.92	526.32	556.17	592.72	616.49

**MODESTO CITY SCHOOLS
CERTIFICATED SALARY SCHEDULE
2020-2021**

SCHEDULE A2 - HOURLY RATE

STEP	BA + 12 Column 1	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/M/A BA + 24 Column 2	W/M/A BA + 36 Column 3	W/M/A BA + 48 Column 4	W/M/A BA + 60 Column 5	W/M/A BA + 72 Column 6
1	55.43	55.43	55.65	---	---	---	1	55.43	56.34	---	---	---
2	55.43	55.43	57.49	60.62	---	---	2	55.48	58.20	61.32	---	---
3	55.43	56.63	59.34	62.47	66.00	---	3	57.33	60.04	63.18	66.71	---
4	56.18	58.48	61.19	64.32	68.11	71.82	4	59.18	61.90	65.02	68.56	72.53
5	58.04	60.33	63.04	66.16	69.71	73.67	5	61.03	63.75	66.87	70.41	74.37
6	59.89	62.18	64.89	68.01	71.55	75.53	6	62.87	65.60	68.72	72.26	76.23
7	61.73	64.03	66.74	69.86	73.41	77.38	7	64.73	67.45	70.57	74.11	78.07
8	63.58	65.88	68.58	71.72	75.25	79.22	8	66.58	69.29	72.43	75.97	79.92
9	---	67.73	70.44	73.56	77.10	81.07	9	68.43	71.15	74.26	77.81	81.78
10	---	69.57	72.29	75.41	78.95	82.91	10	70.28	72.99	76.11	79.66	83.63
11	---	---	74.14	77.26	80.80	84.77	11	---	74.84	77.97	81.50	85.47
12	---	---	75.99	79.11	82.64	86.62	12	---	76.68	79.82	83.35	87.32
13	---	---	---	80.96	84.51	88.47	13	---	---	81.66	85.21	89.17
14	---	---	---	---	86.35	90.32	14	---	---	---	87.75	91.71
18	65.41	71.40	77.82	82.79	88.18	92.14	18	72.11	78.51	83.49	89.58	93.54
21	67.23	73.23	79.64	84.62	90.01	93.97	21	73.94	80.34	85.31	91.41	95.37
24	69.76	75.75	82.17	87.14	92.54	96.50	24	76.46	82.86	87.84	93.93	97.89
27	72.86	78.85	85.27	90.24	95.63	99.60	27	79.56	85.96	90.94	97.03	100.99
31	74.62	80.61	87.03	92.00	97.39	101.35	31	81.32	87.72	92.70	98.79	102.75

Board Approved: 08/16/2021
This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #46 (*internal payroll reference only*)

MODESTO CITY SCHOOLS
EARLY CHILDHOOD EDUCATION - STATE PRESCHOOL SALARY SCHEDULE
2020-2021

STEP	30-59 Units	60-89 Units	90+ Units	BA Degree	MA Degree
Step 1	20.14	21.97	24.00	26.20	28.64
Step 2	21.03	22.97	25.07	27.40	29.93
Step 3	21.97	24.00	26.20	28.64	31.25
Step 4	22.97	25.07	27.40	29.92	32.72
Step 5	24.00	26.20	28.64	31.29	34.22
Step 6	25.07	27.40	29.92	32.72	35.76

STIPENDS:

\$ 562 = Completion of 11 Years of Service

\$ 2,369 = Completion of 15 Years of Service

\$ 4,557 = Completion of 20 Years of Service

\$ 1,750 = Site Liaison

ANNUAL SALARY:

Example: (183 days, 6-hour employee) $183 \times 6 \times \$20.14 = \$22,114$

SUBSTITUTES:

Pay for Early Childhood Education State Preschool substitute teachers shall be based on Column 1, Step 1 of current salary schedule.

Board Approved: 08/16/2021

This schedule represents a 0% increase over the 2019-20 schedule.

QCC Schedule #85 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS
EARLY CHILDHOOD EDUCATION - HEAD START SALARY SCHEDULE
2020-2021**

STEP	30-59 Units	60-89 Units	90+ Units	BA Degree	MA Degree
Step 1	21.65	23.62	25.79	28.17	30.77
Step 2	22.61	24.67	26.94	29.43	32.19
Step 3	23.62	25.79	28.17	30.78	33.58
Step 4	24.67	26.94	29.43	32.18	35.15
Step 5	25.79	28.17	30.78	33.64	36.77
Step 6	26.94	29.43	32.18	35.15	38.43

STIPENDS:

\$ 565 = Completion of 11 Years of Service

\$ 2,385 = Completion of 15 Years of Service

\$ 4,590 = Completion of 20 Years of Service

\$ 1,750 = Site Liaison

ANNUAL SALARY:

Example: (183 days, 7-hour employee) $183 \times 7 \times \$21.65 = \$27,734$

SUBSTITUTES:

Pay for Early Childhood Education Head Start substitute teachers shall be based on Column 1, Step 1 of current salary schedule.

Board Approved: 08/16/2021

This schedule represents a 0% increase over the 2019-20 schedule.

QCC Schedule #2 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS
EARLY CHILDHOOD EDUCATION - STATE SPECIALIST SALARY SCHEDULE
2020-2021**

STEP	Range 1	MA Degree
Step 1	31.16	34.04
Step 2	32.57	35.59
Step 3	34.04	37.20
Step 4	35.59	38.90
Step 5	37.20	40.69
Step 6	38.90	42.56

STIPENDS:

\$ 562 = Completion of 11 Years of Service

\$ 2,369 = Completion of 15 Years of Service

\$ 4,557 = Completion of 20 Years of Service

ANNUAL SALARY:

Example: (183 days, 7-hour employee) $183 \times 7 \times \$31.16 = \$39,916$

SUBSTITUTES:

Pay for Early Childhood Education - State Specialist substitutes shall be based on Range 1, Step 1 of current salary schedule.

Board Approved: 08/16/2021

This schedule represents a 0% increase over the 2019-20 schedule.

QCC Schedule #9 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS
EARLY CHILDHOOD EDUCATION -
HEAD START SPECIALIST SALARY SCHEDULE
2020-2021**

STEP	Range 1	MA Degree
Step 1	31.36	34.29
Step 2	32.80	35.83
Step 3	34.29	37.47
Step 4	35.83	39.17
Step 5	37.47	40.97
Step 6	39.17	42.84

STIPENDS:

\$ 565 = Completion of 11 Years of Service
 \$ 2,385 = Completion of 15 Years of Service
 \$ 4,590 = Completion of 20 Years of Service

ANNUAL SALARY:

Example: (183 days, 7-hour employee) $183 \times 7 \times \$31.36 = \$40,172$

SUBSTITUTES:

Pay for Early Childhood Education - Head Start Specialist substitutes shall be based on Range 1, Step 1 of current salary schedule.

Board Approved: 08/16/2021
 This schedule represents a 0% increase over the 20119-20 schedule.
 QCC Schedule #6 (*internal payroll reference only*)

MODESTO CITY SCHOOLS
195-DAY SCHEDULE EMPLOYEES SALARY SCHEDULE
2020-2021

STEP	BA + 12 Column 1	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/MA BA + 24 Column 2	W/MA BA + 36 Column 3	W/MA BA + 48 Column 4	W/MA BA + 60 Column 5	W/MA BA + 72 Column 6
1	64,849	64,851	65,108	---	---	---	1	64,851	65,923	---	---	---
2	64,851	64,851	67,266	70,927	---	---	2	64,909	68,092	71,747	---	---
3	64,851	66,255	69,432	73,088	77,224	---	3	67,076	70,251	73,914	78,045	---
4	65,733	68,423	71,590	75,248	79,682	84,028	4	69,243	72,418	76,070	80,220	84,855
5	67,900	70,584	73,761	77,412	81,557	86,194	5	71,406	74,583	78,241	82,376	87,017
6	70,069	72,751	75,921	79,576	83,716	88,370	6	73,562	76,746	80,402	84,543	89,192
7	72,226	74,912	78,089	81,737	85,886	90,530	7	75,737	78,915	82,570	86,710	91,346
8	74,388	77,080	80,242	83,906	88,041	92,682	8	77,898	81,074	84,741	88,883	93,508
9	---	79,245	82,414	86,059	90,207	94,854	9	80,064	83,241	86,886	91,039	95,678
10	---	81,401	84,575	88,226	92,372	97,007	10	82,232	85,399	89,050	93,202	97,842
11	---	---	86,738	90,394	94,535	99,179	11	---	87,566	91,220	95,354	100,003
12	---	---	88,906	92,561	96,693	101,339	12	---	89,719	93,384	97,524	102,163
13	---	---	---	94,726	98,871	103,507	13	---	---	95,543	99,692	104,333
14	---	---	---	---	101,033	105,671	14	---	---	---	102,668	107,304
18	76,525	83,540	91,044	96,863	103,173	107,809	18	84,369	91,859	97,679	104,807	109,440
21	78,663	85,677	93,179	99,001	105,308	109,946	21	86,506	93,994	99,816	106,943	111,577
24	81,618	88,631	96,135	101,953	108,265	112,902	24	89,462	96,950	102,770	109,898	114,531
27	85,245	92,257	99,762	105,579	111,890	116,529	27	93,089	100,575	106,397	113,524	118,161
31	87,300	94,317	101,820	107,637	113,946	118,584	31	95,145	102,633	108,454	115,581	120,215

DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,136

195-Day Schedule Employees (195 responsibility days)

Board Approved: 08/16/2021
This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #-- (internal payroll reference only)

MODESTO CITY SCHOOLS
G230 ACADEMY - ELEMENTARY AND HIGH SCHOOL TEACHERS' SALARY SCHEDULE
2020-2021

STEP	BA + 12 Column 1	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/MA BA + 24 Column 2	W/MA BA + 36 Column 3	W/MA BA + 48 Column 4	W/MA BA + 60 Column 5	W/MA BA + 72 Column 6
1	71,798	71,801	72,084	---	---	---	1	71,801	72,985	---	---	---
2	71,801	71,801	74,472	78,530	---	---	2	71,865	75,389	79,436	---	---
3	71,801	73,354	76,870	80,919	85,501	---	3	74,263	77,778	81,835	86,407	---
4	72,778	75,755	79,262	83,312	87,900	93,030	4	76,667	80,178	84,223	88,817	93,947
5	75,177	78,147	81,663	85,709	90,296	95,430	5	79,057	82,573	86,623	91,204	96,341
6	77,575	80,549	84,057	88,100	92,688	97,837	6	81,445	84,970	89,018	93,605	98,748
7	79,964	82,937	86,456	90,493	95,089	100,229	7	83,849	87,370	91,416	96,000	101,134
8	82,360	85,339	88,840	92,896	97,476	102,612	8	86,246	89,762	93,819	98,409	103,526
9	---	87,734	91,245	95,281	99,872	105,019	9	88,645	92,158	96,198	100,792	105,928
10	---	90,127	93,638	97,680	102,271	107,399	10	91,046	94,550	98,592	103,188	108,324
11	---	---	96,033	100,082	104,666	109,806	11	---	96,948	100,992	105,573	111,883
12	---	---	98,432	102,478	107,059	112,199	12	---	99,331	103,391	107,976	113,112
13	---	---	---	104,875	109,466	114,598	13	---	---	105,780	110,377	115,513
14	---	---	---	---	111,860	116,997	14	---	---	---	113,671	118,801
18	84,388	92,153	100,461	106,903	113,888	119,023	18	93,073	101,362	107,806	115,697	120,828
21	86,414	94,181	102,487	108,931	115,915	121,052	21	95,101	103,390	109,836	117,726	122,856
24	89,219	96,984	105,291	111,733	118,720	123,854	24	97,903	106,194	112,639	120,529	125,659
27	92,660	100,424	108,732	115,174	122,159	127,295	27	101,343	109,632	116,081	123,970	129,102
31	94,611	102,376	110,683	117,125	124,110	129,244	31	103,294	111,583	118,031	125,920	131,052

DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,136

G230 Academy Teachers (185 responsibility days, 8 hrs/day)

Board Approved: 08/16/2021
This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #86 (*internal payroll reference only*)

MODESTO CITY SCHOOLS
AGRICULTURE EDUCATION 9-12 TEACHERS' SALARY SCHEDULE
2020-2021

STEP	BA + 12 Column 1	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/MA BA + 24 Column 2	W/MA BA + 36 Column 3	W/MA BA + 48 Column 4	W/MA BA + 60 Column 5	W/MA BA + 72 Column 6
1	71,500	71,502	71,786	---	---	---	1	71,502	72,684	---	---	---
2	71,502	71,502	74,165	78,202	---	---	2	71,566	75,076	79,106	---	---
3	71,502	73,050	76,553	80,584	85,145	---	3	73,955	77,456	81,495	---	---
4	72,475	75,441	78,933	82,966	87,855	92,646	4	76,345	79,845	83,872	86,050	88,448
5	74,864	77,823	81,326	85,352	89,922	95,035	5	78,730	82,232	86,266	90,825	95,942
6	77,256	80,212	83,708	87,737	92,302	97,433	6	81,107	84,617	88,649	93,214	98,340
7	79,634	82,595	86,098	90,120	94,695	99,815	7	83,505	87,009	91,039	95,603	100,715
8	82,017	84,985	88,472	92,512	97,071	102,188	8	85,887	89,389	93,432	97,999	103,099
9	---	87,373	90,867	94,886	99,459	104,583	9	88,276	91,778	95,797	100,376	105,491
10	---	89,750	93,250	97,275	101,846	106,956	10	90,666	94,158	98,183	102,761	107,877
11	---	---	95,634	99,665	104,231	109,351	11	---	96,547	100,576	105,134	110,260
12	---	---	98,025	102,054	106,610	111,733	12	---	98,921	102,962	107,527	112,641
13	---	---	---	104,441	109,012	114,123	13	---	---	105,342	109,917	115,034
14	---	---	---	---	111,396	116,509	14	---	---	---	113,198	118,309
18	84,374	92,108	100,382	106,798	113,755	118,866	18	93,022	101,280	107,698	115,556	120,665
21	86,731	94,464	102,736	109,155	116,109	121,223	21	95,379	103,635	110,053	117,912	123,021
24	89,989	97,722	105,995	112,410	119,369	124,482	24	98,637	106,893	113,311	121,169	126,278
27	93,988	101,719	109,994	116,408	123,366	128,481	27	102,636	110,890	117,310	125,167	130,280
31	96,254	103,990	112,263	118,677	125,633	130,747	31	104,904	113,160	119,577	127,436	132,545

DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,136

Agriculture Education Classroom Teacher, 9-12 (basic teacher work year plus 30 days, e.g., 185 + 30 = 215 days)

Board Approved: 08/16/2021
This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #87 (internal payroll reference only)

**MODESTO CITY SCHOOLS
CAL-SAFE TEACHERS' SALARY SCHEDULE
2020-2021**

STEP	Range 1	Range 2	Range 3	Range 4	MA Degree
Step 1	21.47	23.39	25.55	27.92	30.49
Step 2	22.41	24.45	26.70	29.18	31.89
Step 3	23.39	25.55	27.92	30.49	33.29
Step 4	24.45	26.70	29.18	31.88	34.86
Step 5	25.55	27.92	30.49	33.33	36.45
Step 6	26.70	29.18	31.88	34.86	38.10

DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,136 ANNUAL

STIPENDS:

\$ 556 = Completion of 11 Years of Service
 \$ 2,342 = Completion of 15 Years of Service
 \$ 4,506 = Completion of 20 Years of Service

ANNUAL SALARY:

Example: (182 days, 7.5-hour employee) $182 \times 7.5 \times \$21.47 = \$29,307$

SUBSTITUTES:

Pay for Cal-Safe substitute teachers shall be based on Range 1, Step 1 of current salary schedule.

Board Approved: 08/16/2021

This schedule represents a 0% increase over the 2019-20 schedule.

QCC Schedule #8 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS
SCHOOL PSYCHOLOGISTS' SALARY SCHEDULE
2020-2021**

	ANNUAL	DAILY
Step 1	94,736	498.61
Step 2	100,166	527.19
Step 3	105,598	555.78
Step 4	111,030	584.37
Step 5	116,460	612.95

DOCTORATE DEGREE STIPEND = + 2,136

School Psychologist (190 responsibility days)

SUBSTITUTES: Per diem rate based on Step 1 of current School Psychologist Salary Schedule.

Board Approved: 08/16/2021

This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #3 & 49 (*internal payroll reference only*)

MODESTO CITY SCHOOLS
SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL NURSES' SALARY SCHEDULE
2020-2021

ANNUAL SALARY

STEP	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/MA BA + 24 Column 2	W/MA BA + 36 Column 3	W/MA BA + 48 Column 4	W/MA BA + 60 Column 5	W/MA BA + 72 Column 6
1	67,548	67,789	73,315	---	---	1	67,604	70,622	74,092	---	---
2	68,878	69,839	75,361	79,287	---	2	69,657	72,671	76,147	80,064	---
3	70,937	71,892	77,414	81,345	85,740	3	71,718	74,728	78,192	82,129	86,526
4	72,986	73,944	79,465	83,398	87,798	4	73,766	76,780	80,251	84,174	88,578
5	75,045	75,999	81,518	85,447	89,860	5	75,814	78,833	82,301	86,233	90,640
6	77,090	78,052	83,566	87,505	91,912	6	77,873	80,890	84,358	88,283	92,686
7	79,150	80,105	85,625	89,549	93,950	7	79,928	82,939	86,414	90,349	94,735
8	81,203	82,149	87,669	91,602	96,015	8	81,981	84,995	88,453	92,389	96,792
9	83,250	84,209	89,723	93,658	98,055	9	84,038	87,041	90,505	94,446	98,846
10	---	86,260	91,783	95,711	100,113	10	---	89,097	92,564	96,486	100,898
11	---	88,313	93,836	97,755	102,167	11	---	91,142	94,619	98,545	102,950
12	---	90,369	95,891	99,823	104,220	12	---	---	96,666	100,603	105,004
13	---	---	---	101,875	106,465	13	---	---	---	103,424	108,020
18	85,280	92,397	97,918	103,902	108,493	18	86,066	93,171	98,694	105,452	110,048
21	87,306	94,424	99,946	105,930	110,522	21	88,094	95,197	100,722	107,481	112,075
24	90,110	97,228	102,749	108,734	113,326	24	90,896	98,000	103,523	110,284	114,880
27	93,550	100,670	106,192	112,175	116,765	27	94,337	101,443	106,964	113,725	118,320
31	95,501	102,620	108,142	114,125	118,716	31	96,286	103,393	108,916	115,676	120,273

DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,136

Speech Language Pathologists and School Nurses (185 responsibility days)

SUBSTITUTES: Per diem rate based on Step 1 of current Speech Language Pathologists' and School Nurses' Salary Schedule.

Board Approved: 08/16/2021
This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #81 (*internal payroll reference only*)

MODESTO CITY SCHOOLS
SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL NURSES' SALARY SCHEDULE
2020-2021

DAILY RATE

STEP	BA + 24 Column 2	BA + 36 Column 3	BA + 48 Column 4	BA + 60 Column 5	BA + 72 Column 6	STEP	W/M BA + 24 Column 2	W/M BA + 36 Column 3	W/M BA + 48 Column 4	W/M BA + 60 Column 5	W/M BA + 72 Column 6
1	365.12	366.43	396.30	---	---	1	365.43	381.74	400.50	---	---
2	372.31	377.51	407.36	428.58	---	2	376.52	392.82	411.61	432.78	---
3	383.44	388.61	418.45	439.70	463.46	3	387.66	403.94	422.66	443.94	467.71
4	394.52	399.70	429.54	450.80	474.58	4	398.74	415.03	433.79	454.99	478.80
5	405.65	410.81	440.64	461.88	485.73	5	409.81	426.12	444.87	466.12	489.95
6	416.70	421.90	451.71	473.00	496.82	6	420.94	437.24	455.99	477.21	501.01
7	427.84	433.00	462.84	484.05	507.84	7	432.04	448.32	467.10	488.37	512.08
8	438.94	444.05	473.89	495.15	519.00	8	443.14	459.43	478.12	499.40	523.20
9	450.00	455.18	484.99	506.26	530.03	9	454.26	470.49	489.22	510.52	534.30
10	---	466.27	496.12	517.36	541.15	10	---	481.61	500.35	521.55	545.39
11	---	477.37	507.22	528.41	552.25	11	---	492.66	511.45	532.68	556.49
12	---	488.48	518.33	539.58	563.35	12	---	---	522.52	543.80	567.59
13	---	---	---	550.68	575.49	13	---	---	---	559.05	583.89
18	460.97	499.44	529.29	561.63	586.45	18	465.22	503.63	533.48	570.01	594.85
21	471.92	510.40	540.25	572.59	597.42	21	476.18	514.58	544.44	580.98	605.81
24	487.08	525.56	555.40	587.75	612.57	24	491.33	529.73	559.58	596.13	620.97
27	505.68	544.16	574.01	606.35	631.16	27	509.93	548.34	578.18	614.73	639.57
31	516.22	554.70	584.55	616.89	641.71	31	520.46	558.88	588.74	625.28	650.12

Board Approved: 08/16/2021
This schedule represents a 0% increase over the 2019-20 schedule.
QCC Schedule #82 (*internal payroll reference only*)

MODESTO CITY SCHOOLS
HOURLY DIRECT INSTRUCTIONAL PROGRAMS SCHEDULE
2020-2021

STEP	BA + 12 Column 1	BA + 24 Column 2	W/MA BA + 24 Column 2M	W/MA BA + 36 Column 3	W/MA BA + 36 Column 3M	W/MA BA + 48 Column 4	W/MA BA + 48 Column 4M	W/MA BA + 60 Column 5	W/MA BA + 60 Column 5M	W/MA BA + 72 Column 6	W/MA BA + 72 Column 6M
1	30.00	31.61	32.10	33.51	33.98	35.67	36.18	38.15	38.66	40.95	41.42
2	31.29	32.88	33.36	34.78	35.29	36.97	37.42	39.44	39.96	42.25	42.71
3	32.59	34.23	34.70	36.06	36.54	38.26	38.75	40.71	41.18	43.46	44.03
4	33.92	35.46	35.99	37.35	37.85	39.56	40.07	42.01	42.50	44.78	45.23
5	35.13	36.77	37.24	38.66	39.12	40.84	41.35	43.29	43.82	46.08	46.58

PROVISIONS OF THE SCHEDULE:

- 1 The schedule applies to Adult Education, Adult Education-Summer School, Extended Summer School, 7-12, Home & Hospital-Regular Ed, Home & Hospital-Special Ed, Independent Study, Academic Intervention, ROP Evening School, Summer School and Tutoring/Peer Assistance Program.
- 2 Seventy-five percent of a particular period of instruction for all hourly direct instructional programs during a school year, represents a full service period for credit toward step advancement.
- 3 Experience in each of the hourly direct instructional programs is a separate entity. Experience in one program cannot be transferred to program (with the exception of experience within Extended Summer School, Summer School). Full credit shall be given for completion of a session regardless of number of hours served.
- 4 An employee shall advance one step at successful completion of each year.
- 5 At the initiation of the new schedule, current experience to a maximum of Step 5 shall be given for previous experience in hourly direct instructional programs. Experience shall be with Modesto City Schools.
- 6 Experience in hourly direct instructional programs shall be within the last ten years.
- 7 Substitutes are paid at Column 1, Step 1.

Board Approved: 08/16/2021
This schedule represents a 17.5% change over the 2019-20 schedule.
QCC Schedule #11 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS
INTERN SALARY SCHEDULE
2020-2021**

ANNUAL	\$	56,601
DAILY	\$	305.95

Intern salary based on 92% of Step 1, Column 1 of Schedule A.

Board Approved: 08/16/2021

This schedule represents a 0% increase over the 2019-20 schedule.

QCC Schedule #5 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS
SUBSTITUTE SALARY SCHEDULE
2020-2021**

	30 Day Permit		Regular Credential	
<u>REGULAR PROGRAM</u>	<u>Daily</u>	<u>*Hourly</u>	<u>Daily</u>	<u>*Hourly</u>
Day to Day Substitute Service (First 20 Days)	\$ 135.00 *** \$ 200.00	\$ 27.00 \$ 40.00	\$ 135.00 *** \$ 200.00	\$ 27.00 \$ 40.00
Day to Day Substitute Service (After 20 Days)	\$ 152.00 *** \$ 200.00	\$ 30.40 \$ 40.00	\$ 152.00 *** \$ 200.00	\$ 30.40 \$ 40.00
Long Term Substitute Service (31+ consecutive days in same position, not retroactive)	N/A	N/A	\$ 194.00 *** \$ 200.00	\$ 38.80 \$ 40.00

*Substitute hourly rate is 1/5 of the daily rate.

G230 Substitutes are paid the applicable rate x 1.20.

Longer day Block Schedule days are paid the applicable rate x 1.20.

	<u>*Hourly</u>
**English Language Proficiency Assessment ** (Certificated subs administering the District Assessment)	\$ 30.40
***	\$ 40.00

*****COVID-19 Sub Rate Effective November 1, 2020 through May 27, 2021**
*** (LOA-Temporary Increase to Daily Substitute Rate)

COUNSELOR SUBSTITUTES

	<u>Daily</u>	<u>*Hourly</u>
One (1) to nine (9) days in same assignment	\$ 135.00	\$ 27.00
***Day ten (10) through end of same assignment *** Daily rate, Schedule A1, Step 1, Column 1 (per September 2015 LOA)	\$ 332.56	\$ 66.51

*Substitute hourly rate is 1/5 of the daily rate.

SCHOOL NURSE SUBSTITUTES

	<u>Daily</u>	<u>*Hourly</u>
*Daily rate equal to Step 1, Column 1, of the Speech Language Pathologists' Salary Schedule.	\$ 365.12	\$ 73.02
* Applies to each day in assignment.		

The differential charged to employees for whom substitutes are paid at the daily rate (e.g. \$332.56) (i.e. Counselors, Psychologists, and Nurses) will be at the Long Term Substitute Service Daily Rate (e.g. \$194.00).

Board Approved: 08/16/2021
QCC Schedules #7 & 57 (internal payroll reference only)

**MODESTO CITY SCHOOLS
MISCELLANEOUS HOURLY SALARY SCHEDULE
2020-2021**

Position	Rate
Accompanist	\$18.12
Accompanist - Performances (<i>rate is <u>per performance</u></i>)	\$90.71
Crowd Control (<i>does <u>not</u> handle money</i>) paid at 85% of rate	\$13.34
Crowd Control (<i>money handler</i>)	\$15.69
Curriculum Development	\$40.00
Eighth Period Assignment (<i>Eighth Period Assignment/180</i>)	\$49.50
GATE Psychologist Testing	\$45.93
In-Service Participant	\$30.00
Peer Assistance and Review Committee Member (<i>Not to exceed \$1,500/year</i>)	\$56.20
Pre Peer Assistance and Review (<i>Not to exceed 48 hours</i>)	\$47.99

Board Approved: 08/16/2021

This schedule represents a 0% increase over the 2019-20 schedule.

QCC Schedule #18 (*internal payroll reference only*)

MODESTO CITY SCHOOLS
FLAT RATE EXTRA DUTY STIPEND SALARY SCHEDULE
2020-2021

Base Rate

\$54,000.00

K-6	Percent	Base \$
Asst. to Principal 19 or less employees	2.250%	\$ 1,215.00
Asst. to Principal 20 or more employees	2.500%	\$ 1,350.00
Leadership Team Member (1 per 100 students)	2.500%	\$ 1,350.00
Open Plan Coordinator (1)	7.500%	\$ 4,050.00
Outdoor Ed - Bus Supervision (round trip)	Flat Amount	\$ 100.00
Outdoor Ed - Participant (per night)	Flat Amount	\$ 200.00
Web Page Design/Maintenance K-6	2.250%	\$ 1,215.00

7-8	Percent	Base \$
Counselor (.5 FTE+ = 100% / .5 FTE- = 50%)	7.000%	\$ 3,780.00
Dept/Instructional Chairperson - 2 Teachers	1.250%	\$ 675.00
Dept/Instructional Chairperson - 3 Teachers	2.000%	\$ 1,080.00
Dept/Instructional Chairperson - 4 Teachers	2.500%	\$ 1,350.00
Dept/Instructional Chairperson - 5 Teachers	3.000%	\$ 1,620.00
Dept/Instructional Chairperson - 6 Teachers	3.750%	\$ 2,025.00
Dept/Instructional Chairperson - 7 Teachers	4.250%	\$ 2,295.00
Dept/Instructional Chairperson - 8 Teachers	5.000%	\$ 2,700.00
PHAST	Flat Amount	\$ 650.00
Web Page Design/Maintenance 7-8	2.250%	\$ 1,215.00

9-12	Percent	Base \$
Academic Decathlon	10.500%	\$ 5,670.00
Counselor (.5 FTE or more = 100% / .5 FTE or less = 50%)	7.000%	\$ 3,780.00
Dept/Instructional Chairperson - 5 or less teachers	3.500%	\$ 1,890.00
Dept/Instructional Chairperson - 6 to 10 teachers	4.000%	\$ 2,160.00
Dept/Instructional Chairperson - 11 or more teachers	5.000%	\$ 2,700.00
Mock Trial	10.250%	\$ 5,535.00
TUPE	Flat Amount	\$ 2,000.00
Vocational Student Organization	3.000%	\$ 1,620.00
WASC Coordinator (2 Semesters for full visit)	16.500%	\$ 8,910.00
Web Page Design/Maintenance 9-12	4.750%	\$ 2,565.00
Work Experience	4.500%	\$ 2,430.00

**MODESTO CITY SCHOOLS
FLAT RATE EXTRA DUTY STIPEND SALARY SCHEDULE
2020-2021**

Base Rate

\$54,000.00

Various Grade Levels	Percent	Base \$
AVID Site Coordinator	3.500%	\$ 1,890.00
BTSA Support Provider	4.250%	\$ 2,295.00
Dual Site Assignment	4.500%	\$ 2,430.00
Eighth Period Assignment	16.500%	\$ 8,910.00
Intern Support Provider	4.250%	\$ 2,295.00
PAR Consulting Teacher	6.000%	\$ 3,240.00
Teacher / Special Project	4.500%	\$ 2,430.00

<u>District Chairperson Stipends</u> <i>(not applicable if on full-time release)</i>	Percent	Base \$
Athletic Director	20.000%	\$ 10,800.00
District Chairperson, Instrumental Music, Gr. K-6	6.500%	\$ 3,510.00
District Chairperson, Instrumental Music, Gr. 7-12	6.500%	\$ 3,510.00
District Chairperson, Library Services	6.500%	\$ 3,510.00
District Chairperson, Nursing	6.500%	\$ 3,510.00
District Chairperson, Vocal Music, Gr. K-6	6.500%	\$ 3,510.00

<u>Academic Extended Competition Compensation</u>			
Qualifier	Percent	Base	Per
Competitions such as Academic Decathlon and Science Olympiad extending beyond the local level	0.375%	\$ 202.50	Week

Board Approved: 08/16/2021

**MODESTO CITY SCHOOLS
EXTRA DUTY STIPEND SALARY SCHEDULE
2020-2021**

Base Rate	Longevity		
	#1	#2	#3
\$ 54,000.00	5-8 Years	9-12 Years	13 + Years
	0.625%	1.250%	1.875%

K-6	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Chorus	2.750%	\$ 1,485.00	\$ 1,822.50	\$ 2,160.00	\$ 2,497.50
Orchestra	2.750%	\$ 1,485.00	\$ 1,822.50	\$ 2,160.00	\$ 2,497.50
Safety Patrol	2.750%	\$ 1,485.00	\$ 1,822.50	\$ 2,160.00	\$ 2,497.50
Science Olympiad	1.250%	\$ 675.00	\$ 1,012.50	\$ 1,350.00	\$ 1,687.50
Student Council	2.000%	\$ 1,080.00	\$ 1,417.50	\$ 1,755.00	\$ 2,092.50

7-8	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Awards Night	0.250%	\$ 135.00	\$ 472.50	\$ 810.00	\$ 1,147.50
Instrumental Music	1.750%	\$ 945.00	\$ 1,282.50	\$ 1,620.00	\$ 1,957.50
Recognition Programs	0.750%	\$ 405.00	\$ 742.50	\$ 1,080.00	\$ 1,417.50
Science Olympiad	2.000%	\$ 1,080.00	\$ 1,417.50	\$ 1,755.00	\$ 2,092.50
Student Council	2.500%	\$ 1,350.00	\$ 1,687.50	\$ 2,025.00	\$ 2,362.50
Vocal Music	1.750%	\$ 945.00	\$ 1,282.50	\$ 1,620.00	\$ 1,957.50
Yearbook	2.000%	\$ 1,080.00	\$ 1,417.50	\$ 1,755.00	\$ 2,092.50

9-12	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Assistant Band Director	2.000%	\$ 1,080.00	\$ 1,417.50	\$ 1,755.00	\$ 2,092.50
Dance	2.500%	\$ 1,350.00	\$ 1,687.50	\$ 2,025.00	\$ 2,362.50
Dramatics	5.000%	\$ 2,700.00	\$ 3,037.50	\$ 3,375.00	\$ 3,712.50
High Transitions Coordinator	2.000%	\$ 1,080.00	\$ 1,417.50	\$ 1,755.00	\$ 2,092.50
Instrumental Music	6.000%	\$ 3,240.00	\$ 3,577.50	\$ 3,915.00	\$ 4,252.50
Leadership/Student Council	1.500%	\$ 810.00	\$ 1,147.50	\$ 1,485.00	\$ 1,822.50
Newspaper	2.250%	\$ 1,215.00	\$ 1,552.50	\$ 1,890.00	\$ 2,227.50
Science Olympiad	4.000%	\$ 2,160.00	\$ 2,497.50	\$ 2,835.00	\$ 3,172.50
Speech	5.000%	\$ 2,700.00	\$ 3,037.50	\$ 3,375.00	\$ 3,712.50
Vocal Music	6.000%	\$ 3,240.00	\$ 3,577.50	\$ 3,915.00	\$ 4,252.50
Yearbook	2.250%	\$ 1,215.00	\$ 1,552.50	\$ 1,890.00	\$ 2,227.50

Board Approved: 08/16/2021

**MODESTO CITY SCHOOLS
7-8 ATHLETIC STIPEND SALARY SCHEDULE
2020-2021**

Base Rate	Longevity		
\$ 54,000.00	#1 5-8 Years 0.625%	#2 9-12 Years 1.250%	#3 13 + Years 1.875%

Sport	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Athletic Directors After School Recreation 7-8	1.250%	\$ 675.00	\$ 1,012.50	\$ 1,350.00	\$ 1,687.50
Basketball, Boys 7-8	3.000%	\$ 1,620.00	\$ 1,957.50	\$ 2,295.00	\$ 2,632.50
Basketball, Girls 7-8	3.000%	\$ 1,620.00	\$ 1,957.50	\$ 2,295.00	\$ 2,632.50
Co-Ed Track	2.000%	\$ 1,080.00	\$ 1,417.50	\$ 1,755.00	\$ 2,092.50
Soccer or Flag Football 7-8	2.500%	\$ 1,350.00	\$ 1,687.50	\$ 2,025.00	\$ 2,362.50
Volleyball, Girls 7-8	2.500%	\$ 1,350.00	\$ 1,687.50	\$ 2,025.00	\$ 2,362.50

Board Approved: 08/16/2021

MODESTO CITY SCHOOLS
9-12 ATHLETIC STIPEND SALARY SCHEDULE
2020-2021

Position Level Breakdown	Base Rate	Longevity		
	\$ 54,000.00	#1 5-8 Years 0.625%	#2 9-12 Years 1.250%	#3 13 + Years 1.875%
Base %	6.500%	7.125%	7.750%	8.375%
Base % - Head Coach	7.600%	8.225%	8.850%	9.475%
Base % - Varsity Head Coach	8.250%	8.875%	9.500%	10.125%
Varsity Football Head	9.250%	9.875%	10.500%	11.125%
Varsity Wrestling Head	8.800%	9.425%	10.050%	10.675%
Spirit Leading Coordinator	8.500%	9.125%	9.750%	10.375%
Spirit Leading Coach	6.700%	7.325%	7.950%	8.575%
Site Athletic Director	10.000%	10.625%	11.250%	11.875%

Sport	Level	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Alternative Education	Basketball	2.000%	\$ 1,080.00	\$ 1,417.50	\$ 1,755.00	\$ 2,092.50
	Softball	1.100%	\$ 594.00	\$ 931.50	\$ 1,269.00	\$ 1,606.50
Cross Country	Head (Boys)	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	Head (Girls)	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Baseball	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	Frosh Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Basketball (Boys)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	Frosh Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Basketball (Girls)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	Frosh Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Football	Varsity Head	9.250%	\$ 4,995.00	\$ 5,332.50	\$ 5,670.00	\$ 6,007.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	JV Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	JV Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	Frosh Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	Frosh Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	Frosh Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	Frosh Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
Golf (Boys)	Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Golf (Girls)	Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50

MODESTO CITY SCHOOLS
9-12 ATHLETIC STIPEND SALARY SCHEDULE
2020-2021

Sport	Level	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Soccer (Boys)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Soccer (Girls)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Softball	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	Frosh Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Swim/Dive (Boys)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Swim/Dive (Girls)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Tennis (Boys)	Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Tennis (Girls)	Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Track	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
Volleyball	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	Varsity Asst	6.500%	\$ 3,510.00	\$ 3,847.50	\$ 4,185.00	\$ 4,522.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
	Frosh Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Water Polo (Boys)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Water Polo (Girls)	Varsity Head	8.250%	\$ 4,455.00	\$ 4,792.50	\$ 5,130.00	\$ 5,467.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Wrestling	Varsity Head	8.800%	\$ 4,752.00	\$ 5,089.50	\$ 5,427.00	\$ 5,764.50
	JV Head	7.600%	\$ 4,104.00	\$ 4,441.50	\$ 4,779.00	\$ 5,116.50
Spirit Leading	Coordinator	8.500%	\$ 4,590.00	\$ 4,927.50	\$ 5,265.00	\$ 5,602.50
	Coach	6.700%	\$ 3,618.00	\$ 3,955.50	\$ 4,293.00	\$ 4,630.50
Site Athletic Director	AD	10.000%	\$ 5,400.00	\$ 5,737.50	\$ 6,075.00	\$ 6,412.50

Athletic Play-Off Compensation			
Qualifier	Percent	Base	Per
All coaches of CIF sanctioned teams which make it to the playoffs	0.500%	\$ 270.00	Week
Advisors and Directors who provide supervision in support of such programs	0.250%	\$ 135.00	Week in which there is extended season competition

Board Approved: 08/16/2021

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

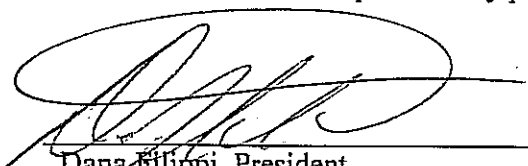
RCV'D HR
DEC 15 2010

#10/11-12

RE: Extended Summer School

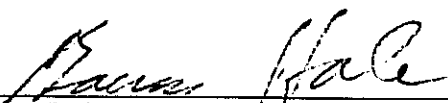
This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. The District shall determine, based on enrollment, the number, location and subject matter of Extended Summer School (ESS) positions.
2. Once the District determines said ESS positions, placement of teachers shall be determined by seniority within the ESS program and qualifications (e.g. credential, class.com training, etc.) to fill the position.
3. ESS teachers with higher seniority shall have rights to ESS positions at other sites if said positions are not available at their home site.
4. The District and Association shall mutually agree on a seniority list for ESS teachers.
5. This LOA shall supersede any previous practices used to determine ESS placement.



Dana Filippi, President
On behalf of Modesto Teachers Association

Dated: 12-13-10



Barney Hale, Executive Director
On behalf of Modesto Teachers Association

Dated: 12-13-10



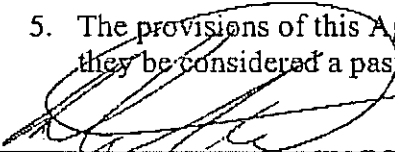
Chris G. Flesuras, Jr.
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools

Dated: 12/13/10

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION
11/12-5
RE: School Site Council (SSC) Positions


This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. For the purpose of filling School Site Council positions, the District and Association agree to the following:

1. Teachers are individuals whose duties require them to teach pupils for the full-time in which they are employed. Teachers include classroom teachers, special education teachers, resource specialists, adaptive physical education teachers, ROP teachers, music teachers, library media teachers and continuation & opportunity teachers.
2. Other school staff include classified employees, certificated and classified managers (other than site principal), part-time hourly (classified and certificated), school psychologists, school nurses, counselors, intervention specialists, bilingual language development specialists, instructional coaches, language/hearing & speech specialists, paid walk-on coaches and any teacher on special assignment.
3. District employees that work at more than one site and have a child attending one of those sites may serve in the appropriate "peer group," either classroom teacher or other school staff, at the site where their student attends and the parent is also employed.
4. District employees assigned to more than one work location, but who do not have a child attending a school where the parent is employed, are eligible to serve in the appropriate "peer group," either classroom teacher or other school staff, at the site where the employee is evaluated. If the employee is not being evaluated, the employee may serve where the employee works the majority of the time. If work time is equal, the site determination shall be determined by lot.
5. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice for any future purpose.



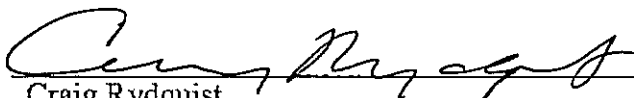
Dana Filippi, President
On behalf of Modesto Teachers Association

Dated: 8-24-11



Megan Gowans, Executive Director
On behalf of Modesto Teachers Association

Dated: 8/24/11



Craig Rydquist
Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 8/24/11

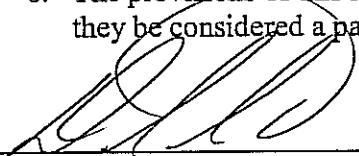
LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

11/12-22

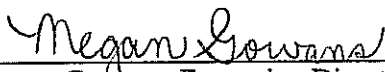
RE: Dual Language Academy Staffing

This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

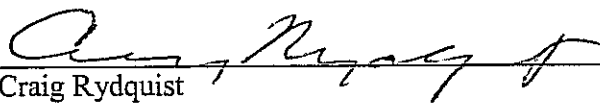
1. If a Dual Language Academy opening is declared at an understaffed school (after internal assignment requests are filled and involuntary 18 month return rights have been addressed), the opening will not be included as an option to be selected by a teacher from an overstaffed school. The position will be posted internally and interviews will occur.
2. If there are no requests for an open Dual Language Academy position at a school that is not overstaffed, the opening will not be included as an option to be selected by a teacher from an overstaffed school. The position will be posted internally and interviews will occur.
3. If there are no requests for an open Dual Language Academy position at the site where the program exists, the least senior teacher at the site will be given the option to teach the Dual Language Academy class or move to another site with a vacancy.
4. Overstaffing will be addressed through the overstaffing process.
5. The District and Association will work together to address growth related issues while expanding to a full K-6 Dual Language Academy program.
6. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice for any future purpose.


Dana Filippi, President
On behalf of Modesto Teachers Association

Dated: 4-24-12


Megan Gowans, Executive Director
On behalf of Modesto Teachers Association

Dated: 4/24/12


Craig Rydquist
Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 4/24/12


LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

#12/13-13

RE: Language Institute Staffing

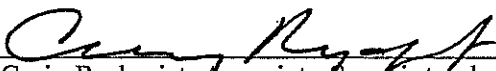
This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. If overstaffing occurs at a school site housing the Language Institute, normal transfer procedures will be implemented as outlined in the Collective Bargaining Agreement.
2. After implementation of the transfer procedures, if the individual to be transferred to a new site from a given department is the least senior individual, taught the previous year in the Language Institute and is anticipated to teach the next school year as part of the Language Institute, the next senior department member will be given the option to teach the Language Institute classes or move to another site with a vacancy. If the more senior teacher elects to remain at the site and teach classes within the program, the teacher agrees to participate in all meetings as defined by the Collective Bargaining Agreement and all required trainings.
3. If the department is overstaffed by more than one individual, number 2 above will be repeated to match the number of overstaffed teachers.
4. The provisions of this Agreement shall not be precedent setting for any purpose nor shall they be considered a past practice for any future purpose.



Megan Gowans, Executive Director
On behalf of Modesto Teachers Association

Dated: 4/17/13



Craig Rydquist, Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 4/17/13

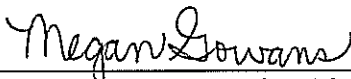
LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

#13/14-1

RE: District Improvement Facilitator, K-12

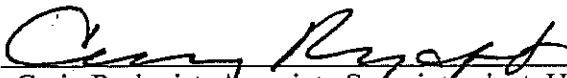
This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. Certificated employees accepting a District Improvement Facilitator, K-12 position will have the right to return to their previous school at the end of two years if there is no conflict with the items listed below.
2. The returning employee will be included in the school site's staffing allocation when determining if a school or department is overstaffed.
3. If the school or department is overstaffed, the procedures for addressing overstaffed schools and departments will apply as outlined in the Collective Bargaining Agreement. This may impact the return of the teacher to the previous school.
4. If an employee continues in the position for three or more years, there will be no expectation of returning the employee to the previous school.
5. If the employee does not intend to continue in the District Improvement Facilitator position the following year, the supervisor must be notified by February 1st prior to the next school year.
6. 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.



Megan Gowans, Executive Director
On behalf of Modesto Teachers Association

Dated: 7/16/13



Craig Rydquist, Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 7/15/13

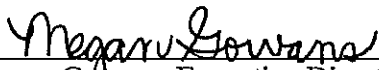
LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

#13/14-17

RE: 7-12 8th Period Schedule

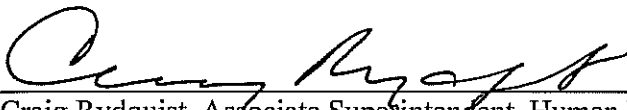
This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. This agreement is valid beginning with the 2014-15 school year.
2. Teachers with 8th period classes will participate in collaboration-early release days.
3. There will be no 8th period classes held on collaboration-early release days. To ensure required instructional minutes are obtained, four (4) minutes will be added to the regular 8th period bell schedule.
4. 8th period classes will occur on regular minimum days and will not occur on final exam schedule minimum days.
5. Zero period classes will occur on collaboration-early release days with no adjustment to class length.
6. 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.



Megan Gowans, Executive Director
On behalf of Modesto Teachers Association

Dated: 6/20/14



Craig Rydquist, Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 6/23/14

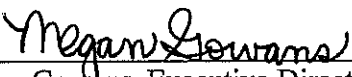
LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

#13/14-19

RE: Elliott Alternative Education Collaboration Days

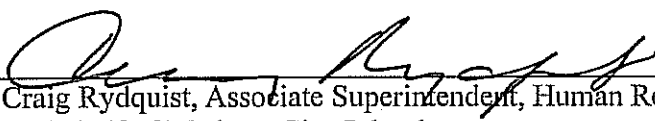
This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. This agreement is valid beginning with the 2014-15 school year.
2. Elliott will conduct collaboration on the same days as the rest of the District unless mutually agreed upon by the District and Association.
3. The collaboration time will occur during the teacher prep time. It is agreed that no additional compensation nor alternative prep time will be provided as a result of collaboration occurring during the prep time.
4. 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.



Megan Gowans, Executive Director
On behalf of Modesto Teachers Association

Dated: 6/20/14



Craig Rydquist, Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 6/23/14

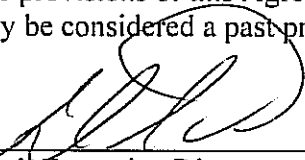
LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Outdoor Education

This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

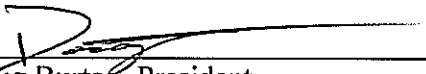
1. The number of teachers needed to attend outdoor education will be determined by the District based upon the number of participating students.
2. The teachers will be offered the opportunity to participate starting with sixth grade teachers and proceeding in descending grade level order. If requests exceed demand, District seniority will be used to determine who will participate.
3. If needs remain after all TK-6 teachers at site have been offered, other District 6th grade teachers will be offered the opportunity with other grades following in descending order. If requests exceed demand, District seniority will be used to determine who will participate. No teacher may go more than three (3) times per year.
4. Teachers staying behind will have teaching responsibilities as follows:
 - a. If 10 or more 6th grade students do not attend outdoor education, the teacher will teach those students.
 - b. If less than 10 students remain behind, the teacher will take the class of another teacher (who has volunteered to attend outdoor education) at the school.
 - i. The remaining students will be distributed to other classroom teachers on a voluntary basis. The Association agrees it will neither discourage nor encourage the acceptance of additional students.
 - ii. A District alternative assignment will be available if requested by the 6th grade teacher.
 - iii. If there are no substitute teachers needed at the school site, the teacher will be used as a substitute teacher based upon needs in the District at the K-6 level.
5. Teachers will be compensated at a rate of \$200 per night.
6. A minimum of one (1) teacher must ride each bus.
7. Teachers riding the bus will be compensated \$100 for the round-trip.
8. If no volunteers exist for riding the bus the least senior teacher(s), based upon District seniority, will be selected.
9. Teachers not riding the bus will car pool and receive mileage reimbursement based upon the established IRS mileage reimbursement rate.

10. This agreement is effective immediately and will be incorporated into the next ratified agreement.
11. 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.



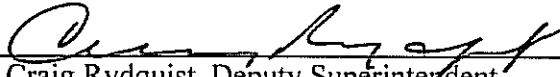
Dana Filippi, Executive Director
On behalf of Modesto Teachers Association

Date: 8-27-15



Doug Burton, President
On behalf of Modesto Teachers Association

Date: 8-27-2015



Craig Rydquist, Deputy Superintendent,
Chief Human Resources Official
On behalf of Modesto City Schools

Date: 8/28/15

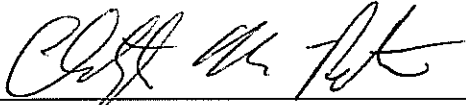
LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Child Development Programs Peer Coach Stipend

This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

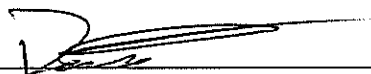
1. Beginning with the 2015-16 school year, Peer Coach stipends of \$2,000 will be created to provide instructional assistance to teachers; improve instruction and learning opportunities for all students and provide direct services to teaching staff and students.
2. The Child Development Programs Peer Coach will:
 - Help teachers develop and practice effective instructional strategies.
 - Provide feedback to teachers through classroom visits and professional coaching.
 - Conduct classroom demonstrations and model lessons with differentiated instruction.
 - Assist teachers with classroom curriculum planning and any other aspects of an effective teaching program based on program and child data.
 - Assist in the implementation of teaching goals established by Child Development Programs management and cooperatively develop a support plan with individual teachers.
 - Participate in ongoing professional growth opportunities to keep current with educational trends and practices.
 - Share current research-based best practices with other teachers.
 - Support teachers who wish to use video for self-analysis.
 - Conference and collaborate with other coaches and/or administrators for the purpose of planning professional development activities and increasing coaching skills.
 - Maintain professionalism and confidentiality in accordance with District policy.
3. There will be four (4) stipends: two (2) stipends will be funded by the Federal Head Start Program; and two (2) stipends will be funded by the State Preschool Program.
4. Each Peer Coach will work with two (2) teachers from within their program.
5. The coaching time is not to exceed four (4) hours per month.

6. Monthly three (3) hour trainings will be provided and must be attended by the Peer Coach.
7. A minimum of five (5) years successful teaching experience in a child development program is required.
8. Assignment of Peer Coach stipends will be determined by the Director II, Child Development Programs or designee, after input from a review panel. Individuals interested are to complete a *Letter of Interest for Peer Coach* and submit to the Child Development Program by the established due date.
9. 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.



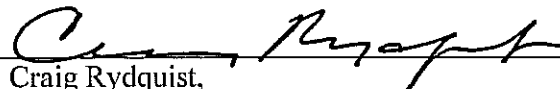
Chris Peterson, Chief Negotiator
On behalf of Modesto Teachers Association

Dated: 10-14-15



Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 10/14/2015



Craig Rydquist,
Deputy Superintendent, Chief Human Resources Official
On behalf of Modesto City Schools


Dated: 10/15/15

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Staffing Ratio for Counselors

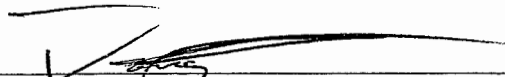
Modesto City Schools ("District") and Modesto Teachers Association ("Association") agree to the following changes in the Collective Bargaining Agreement for the 2015-2016 school year:

1. The staffing ratio for high school counselors shall not exceed a District site average of 650 to 1.
2. The staffing ratio for college counselors shall not exceed a District site average of 1.0 FTE per comprehensive site.
3. This Letter of Agreement shall end at the end of the 2015-2016 school year. As a result, the staffing ratios for high school counselors and college counselors shall return to the terms contained in Article VII Staffing Ratios in the Collective Bargaining Agreement.
4. 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.




Chris Peterson, Chief Negotiator
On behalf of Modesto Teachers Association

Dated: 12/15/15



Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 12/15/15



Craig Rydquist, Deputy Superintendent,
Chief Human Resources Official
On behalf of Modesto City Schools

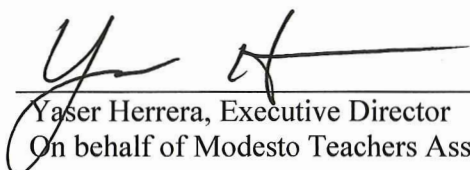
Dated: 12/15/15

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Compensation Rates for Summer Employment

This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. There is a need to provide services to students during the summer for Extended School Year and Summer School.
2. The rate of pay for the following classifications shall be the equivalent of the employee's hourly rate based upon current year step and column placement. The classifications are:
 - Nurses
 - Speech Language Pathologists
 - Psychologists
3. Substitutes utilized to fill needs that exist will be paid the substitute rate for the position.
4. This Agreement is effective the 2015-16 school year (summer 2016) and will remain in effect unless negotiated otherwise.
5. 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.



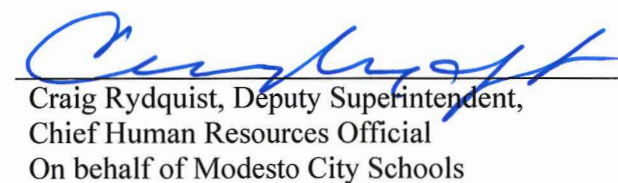
Yaser Herrera, Executive Director
On behalf of Modesto Teachers Association

Dated: 6-2-16



Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 6-2-16



Craig Rydquist, Deputy Superintendent,
Chief Human Resources Official
On behalf of Modesto City Schools

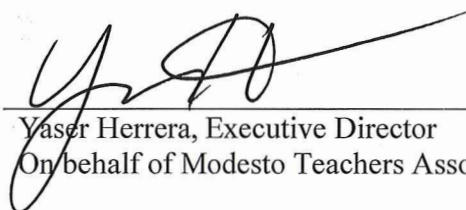
Dated: 6/2/16

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Library Media Teachers' Evaluations


This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. Library Media Teachers are instructional employees and shall be considered as such for the purposes of evaluation.
2. Student achievement objectives will be based on Library Media Teachers' job responsibilities and will be developed and mutually agreed upon between evaluator and evaluatee.
3. Due to the nature of Library Media Teachers' student contact time, it is not required that objectives reflect expected student progress over a specific length of time.
4. 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.



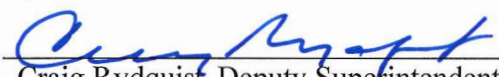
Yaser Herrera, Executive Director
On behalf of Modesto Teachers Association

Dated: 9/15/16



Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 9/15/16



Craig Rydquist, Deputy Superintendent,
Chief Human Resources Official
On behalf of Modesto City Schools

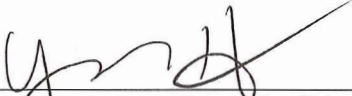
Dated: 9/19/16

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: School Psychologist – Additional Assessments


This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. For the 2017-18 and 2018-19 school years, the parties agree to a pilot program for School Psychologist to perform additional required assessments as needed.
2. The additional assessments are to be equally rotated among all employed School Psychologists when vacancies occur.
3. A maximum of two (2) additional assessments per work year may be assigned to each School Psychologist.
4. The employee shall be compensated at the hourly per diem rate for any assessment beyond the maximum of two (2) per work year.
5. 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.




Yaser Herrera, Executive Director
On behalf of Modesto Teachers Association

Dated: 8/23/17



Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 8/23/17



Craig Rydquist, Deputy Superintendent,
Chief Human Resources Official
On behalf of Modesto City Schools


Dated: 8/29/17

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: 2020-21 and 2021-22 Work Calendars

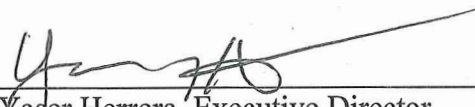
This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. This Agreement is valid for the 2020-21 and 2021-22 school years.
2. 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.



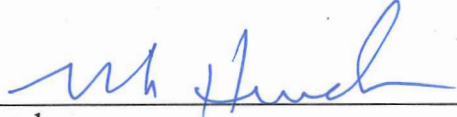
Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 2/19/20



Yaser Herrera, Executive Director
On behalf of Modesto Teachers Association

Dated: 2/19/2020



Mike Henderson,
Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 2/25/20

MODESTO CITY SCHOOLS 2020-21 SCHOOL CALENDAR

IMPORTANT DATES

July 2020

3 Holiday
23 11-mo site clerical return
30 10-mo site clerical return

August 2020

4-5 Staff Development
6-7 Teacher Workday
10 Classes Begin

Instructional Days 16

September 2020

7 Holiday
Instructional Days 21

October 2020

9 1st Qtr = 44 Days
12 Staff Development
30 1st Tri-58 Days
Instructional Days 21

November 2020

11 Holiday
26-27 Holiday
Instructional Days 18

December 2020

18 2nd Qtr = 46 Days
1st Sem = 90 Days
21-31 Winter Break
Instructional Days 14

January 2021

1-8 Winter Break
18 Holiday
Instructional Days 14

February 2021

8 Holiday
15 Holiday
19 2nd Tri-59 Days
Instructional Days 18

March 2021

12 3rd Qtr = 42 Days
22-26 Spring Break
Instructional Days 18

April 2021

2 Holiday
Instructional Days 21

May 2021

27 4th Qtr = 48 Days
2nd Sem = 90 Days
3rd Tri-63 Days
Classes End
10-mo site clerical last day
31 Holiday
Instructional Days 19

June 2021

21 11-mo site clerical last day

M T W TH F

JULY 2020

		1	2	③
6	7	8	9	10
13	14	15	16	17
20	21	22	23%	24
27	28	29	30#	31

AUGUST 2020

3	4	5	6	7
*10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER 2020

	1	2	3	4
⑦	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER 2020

			1	2
5	6	7	8	9✓
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER 2020

2	3	4	5	6
9	10	⑪	12	13
16	17	18	19	20
23	24	25	⑳	㉑
30				

DECEMBER 2020

	1	2	3	4
7	8	9	10	11
14	15	16	17	18✓
21	22	23	⑳	㉑
28	29	30	㉓	

Classes Begin: 8/10/20
Winter Break: 12/21 - 1/8

M T W TH F

JANUARY 2021

				①
4	5	6	7	8
11	12	13	14	15
⑮	19	20	21	22
25	26	27	28	29

FEBRUARY 2021

1	2	3	4	5
⑧	9	10	11	12
⑮	16	17	18	19
22	23	24	25	26

MARCH 2021

1	2	3	4	5
8	9	10	11	12✓
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL 2021

			1	②
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY 2021

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27✓#	28
⑳				

JUNE 2021

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21%	22	23	24	25
28	29	30		

Classes End: 5/27/21
Spring Break: 3/22 - 3/26

Instructional Days: 180

Legend

✓ End of Quarter
○ HOLIDAY
□ Non-Attendance Day
* First Day of School

First/Last Day for 10-month clerical school-level employees
% First/Last Day for 11-month clerical school-level employees

MODESTO CITY SCHOOLS 2021-22 SCHOOL CALENDAR

IMPORTANT DATES

July 2021

5 Holiday
22 11-mo site clerical return
29 10-mo site clerical return

August 2021

3-4 Staff Development
5-6 Teacher Workday
9 Classes Begin

Instructional Days 17

September 2021

6 Holiday
Instructional Days 21

October 2021

8 1st Qtr = 44 Days
11 Staff Development
29 1st Tri-58 Days

Instructional Days 20

November 2021

11 Holiday
25-26 Holiday
Instructional Days 19

December 2021

17 2nd Qtr = 46 Days
1st Sem = 90 Days
20-31 Winter Break
Instructional Days 13

January 2022

3-7 Winter Break
17 Holiday
Instructional Days 15

February 2022

14 Holiday
21 Holiday
18 2nd Tri-59 Days
Instructional Days 18

March 2022

11 3rd Qtr = 42 Days
21-25 Spring Break
Instructional Days 18

April 2022

15 Holiday
Instructional Days 20

May 2022

26 4th Qtr = 48 Days
2nd Sem = 90 Days
3rd Tri-63 Days
Classes End
10-mo site clerical last day
30 Holiday
Instructional Days 19

June 2022

20 11-mo site clerical last day

M T W TH F

JULY 2021

			1	2
⑤	6	7	8	9
12	13	14	15	16
19	20	21	22%	23
26	27	28	29#	30

AUGUST 2021

2	3	4	5	6
*9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

SEPTEMBER 2021

		1	2	3
⑥	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

OCTOBER 2021

				1
4	5	6	7	8✓
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

NOVEMBER 2021

1	2	3	4	5
8	9	10	⑪	12
15	16	17	18	19
22	23	24	⑫	⑬
29	30			

DECEMBER 2021

		1	2	3
6	7	8	9	10
13	14	15	16	17✓
20	21	22	⑭	⑮
27	28	29	⑯	⑰

M T W TH F

JANUARY 2022

3	4	5	6	7
10	11	12	13	14
⑱	18	19	20	21
24	25	26	27	28
31				

FEBRUARY 2022

	1	2	3	4
7	8	9	10	11
⑲	15	16	17	18
⑳	22	23	24	25
28				

MARCH 2022

	1	2	3	4
7	8	9	10	11✓
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL 2022

				1
4	5	6	7	8
11	12	13	14	⑮
18	19	20	21	22
25	26	27	28	29

MAY 2022

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26✓#	27
⑳	31			

JUNE 2022

		1	2	3
6	7	8	9	10
13	14	15	16	17
20%	21	22	23	24
27	28	29	30	

Classes Begin: 8/9/21

Winter Break: 12/20 - 1/7

Classes End: 5/26/22

Spring Break: 3/21 - 3/25

Instructional Days: 180

Legend


✓	End of Quarter	#	First/Last Day for 10-month clerical school-level employees
○	HOLIDAY	%	First/Last Day for 11-month clerical school-level employees
□	Non-Attendance Day		
*	First Day of School		

LETTER OF AGREEMENT
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: 2022-23 Work Calendar


This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. The Parties agree to the 2022-23 Work Calendar (attached). This Agreement is valid for the 2022-23 school year calendar.
2. 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.



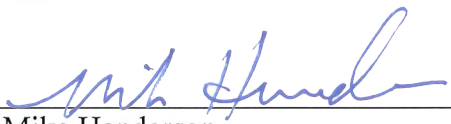
Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 7/8/2021



Yaser Herrera, Executive Director
On behalf of Modesto Teachers Association

Dated: 7/8/2021



Mike Henderson,
Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 08/03/2021

MODESTO CITY SCHOOLS 2022-23 SCHOOL CALENDAR

IMPORTANT DATES

July 2022

4 Holiday
21 11-mo site clerical return
28 10-mo site clerical return

August 2022

2-3 Staff Development
4-5 Teacher Workday
8 Classes Begin

Instructional Days 18

September 2022

5 Holiday
Instructional Days 21

October 2022

7 1st Qtr = 44 Days
10 Staff Development
28 1st Tri-58 Days

Instructional Days 20

November 2022

11 Holiday
24-25 Holiday
Instructional Days 19

December 2022

16 2nd Qtr = 46 Days
1st Sem = 90 Days
19-30 Winter Break
Instructional Days 12

January 2023

2-6 Winter Break
16 Holiday
Instructional Days 16

February 2023

13 Holiday
20 Holiday
17 2nd Tri-60 Days
Instructional Days 18

March 2023

10 3rd Qtr = 42 Days
20-24 Spring Break
Instructional Days 18

April 2023

7 Holiday
Instructional Days 19

May 2023

25 4th Qtr = 48 Days
2nd Sem = 90 Days
3rd Tri-62 Days
Classes End
25 10-mo site clerical last day
29 Holiday
Instructional Days 19

June 2023

19 11-mo site clerical last day

M T W TH F

JULY 2022

					1
④	5	6	7	8	
11	12	13	14	15	
18	19	20	21%	22	
25	26	27	28#	29	

AUGUST 2022

1	2	3	4	5	
*8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

SEPTEMBER 2022

			1	2	
⑤	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

OCTOBER 2022

3	4	5	6	7✓	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

NOVEMBER 2022

	1	2	3	4	
7	8	9	10	⑪	
14	15	16	17	18	
21	22	23	②④	②⑤	
28	29	30			

DECEMBER 2022

			1	2	
5	6	7	8	9	
12	13	14	15	16✓	
19	20	21	22	②③	
②⑥	27	28	29	③⑩	

M T W TH F

JANUARY 2023

②	3	4	5	6	
9	10	11	12	13	
①⑥	17	18	19	20	
23	24	25	26	27	
30	31				

FEBRUARY 2023

		1	2	3	
6	7	8	9	10	
①③	14	15	16	17	
②⑩	21	22	23	24	
27	28				

MARCH 2023

		1	2	3	
6	7	8	9	10✓	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

APRIL 2023

3	4	5	6	⑦	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

MAY 2023

1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25✓#	26	
②⑨	30	31			

JUNE 2023

			1	2	
5	6	7	8	9	
12	13	14	15	16	
19%	20	21	22	23	
26	27	28	29	30	

Classes Begin: 8/8/22

Winter Break: 12/19 - 1/6

Classes End: 5/25/23

Spring Break: 3/20 - 3/24

Instructional Days: 180

Legend



End of Quarter
HOLIDAY
Non-Attendance Day
First Day of School



First/Last Day for 10-month clerical school-level employees
First/Last Day for 11-month clerical school-level employees

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Modified Bell Schedules and Process for 7-12 Schools

This agreement is entered into by and between Modesto City Schools and the Modesto Teachers Association. The District and Association agree to the following:

Modified "Block" Schedule

1. Article IV: Hours of Employment, section 4 specifies the process for a 9-12 school site to vote to implement or terminate implementation of the "Block" schedule.
2. The section includes the following deadline for completion of such vote:
"A vote to change the schedule must be completed by January 31 for implementation in the following year."
3. Effective upon execution of this agreement, the deadline for completion of a vote to implement or terminate the Block schedule at a 9-12 school site shall be no later than the Friday of the third full week in April for implementation in the following school year.
4. The vote threshold for implementing and terminating Block schedule shall remain 60% of the total number of teachers at the site.

Alternate (MTSS) Schedule

1. 7-12 sites interested in implementing an Multi-Tiered System of Support (MTSS) period into their bell schedule must complete a site vote in order to proceed.
2. Such vote to implement an MTSS schedule must be conducted no later than the Friday of the third full week in April for implementation in the following school year.
3. The threshold to implement an MTSS schedule shall be no less than 67% in support
4. If a school site votes to implement the MTSS schedule, the site must hold a vote annually (no later than the end of the first week in May) to affirm continued implementation. If the site vote is less than 67%, the site will revert to the schedule that was in use prior to implementing the MTSS schedule.

Sequence of Voting

- Voting for Block and MTSS schedules shall be conducted as separate votes. In such cases when a site wishes to consider both a Block schedule and implementation of an MTSS schedule, the District and Association shall consult and agree upon the sequence of the separate votes in advance of any voting occurring.
- 9-12 sites that have one (1) lunch will conduct a vote to determine if the site will follow the 4th lunch or 5th lunch schedule (see option 1 and option 2 in the attached Exhibits C2 and C2.1). Voting shall occur no later than the Friday of the third full week in April 2022. This will be a one-time vote (i.e. not recurring annually) unless otherwise agreed upon in writing by the parties. The threshold for this vote will be the lunch selected by 60% or more of the total number of teachers at the site.

7-8 School Sites

- 7-8 school sites considering implementation of a Block schedule or an MTSS schedule may do so in accordance with the same voting procedures and timelines outlined herein for 9-12 sites. The Parties encourage such consideration to occur only following reasonable engagement with staff through a site work group or task force to study the implications of schedule changes on students, site operations and staff who will be impacted by the change.

Memorandum of Understanding
RE: Modified Bell Schedules and Process for 7-12 Schools
Page 2

Approved Schedules


- School sites shall only implement modified or alternative schedules that have been formally agreed upon in writing by the Parties.
- In addition to the bell schedules agreed upon per the Agreement – SB328 & Instructional Minutes – Changes to Hours of Employment, the Parties agree to the following schedules, subject to school site voting as described herein
 - 9-12 Traditional MTSS Schedule – 2 Lunches (Exhibit C.1)
 - 9-12 Traditional MTSS Schedule – 1 Lunch (Exhibit C2.1)
 - 9-12 Block MTSS Schedule (Exhibit D.1)
 - Alternative Education Program Schedules (Exhibit D2)
 - 7-8 Traditional MTSS Schedule – 2 Lunches (Exhibit E)
 - 7-8 Block Schedule – 1 Lunch (Exhibit E2)
 - 7-8 Block MTSS Schedule – 1 Lunch (Exhibit E2)

Alternative Education Start Times Due to SB328 and Instructional Minutes Agreement

- Effective beginning the 2022-23 school year, the Parties agree to the following bell schedules for the alternative education programs listed.
 - Elliott Alternative Education Center (“EAEC”) and Turnaround Opportunity School (“TOPS”) will adjust to a start time (1st period) of 9:00 a.m. and end time (7th period) of 1:40 p.m., and adhere to the attached bell schedule (Exhibit D2)
 - G230 Programs (Pearson and Comprehensive Site Locations) will continue operation of two (2) sessions as follows (Exhibit D2):
 - Session 1: 8:30 a.m. – 12:30 p.m.
 - Session 2: 1:00 p.m. – 5:00 p.m.

The Parties agree the provisions included herein will be effective upon full execution of the MOU to proceed with voting in Spring 2022 for implementation beginning the 2022-23 school year. The Parties further agree the procedures described within this agreement will be applicable ongoing unless changed in writing by mutual agreement.

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.




Yaser Herrera, Executive Director
On behalf of Modesto Teachers Association

Dated: 5/12/22



Doug Burton, President
On behalf of Modesto Teachers Association

Dated: 5/12/2022



Mike Henderson
Associate Superintendent, Human Resources
On behalf of Modesto City Schools

Dated: 05/13/2022

**REFER TO EXHIBITS C2-E ON PAGES 141-145 FOR BELL SCHEDULES REFERRED TO IN
THIS MEMORANDUM OF UNDERSTANDING**

ARTICLE I
AGREEMENT

The ~~2020-2023~~ 2023-2026 Collective Bargaining Agreement will be effective from July 1, ~~2020~~ 2023 through June 30, ~~2023~~ 2026. All new provisions will be implemented immediately upon ratification of the agreement by both parties, except as specifically noted in this document.

- A. All provisions of the contract are effective July 1, ~~2021~~ 2023 through June 30, ~~2023~~ 2026, unless stated otherwise in the contract.
- B. The District and the Association may propose reopeners for the ~~2022-23~~ 2025-26 school year. ~~on~~ For the 2025-26 school year, each party shall be entitled to open up to three (3) articles each, inclusive of any new article, plus salary (Article IX), health and welfare (Article X) ~~and two additional reopeners per party.~~
- C. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Modesto City Schools (“District”) and the Modesto Teachers Association (“Association”), an employee organization affiliated with the California Teachers Association and National Education Association.
- D. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.
- E. Employee(s) used in this Agreement, shall mean a member or members represented by the Modesto Teachers Association.
- F. Effective upon ratification of the Tentative Agreement, a Collective Bargaining Agreement Revision Committee will be established to conduct an in-depth review of the Agreement and recommend revisions including, but not limited to, grammatical corrections; removal of obsolete references/language, letters of agreement, and memoranda of understanding; and general updating/clean-up, etc. This provision sunsets at the end of the process summary.
- The committee will submit an end of process summary of recommended revisions shared with respective bargaining teams within four months of ratification of the Tentative Agreement, excluding non-work days.
- The committee shall consist of up to four (4) MTA unit members and up to four (4) management members.
- There will be two (2) co-chairs (one MTA unit member and one management member).
- Each MTA member will receive a two-thousand dollar (\$2,000) stipend for service on the committee (stipend to be applied to the mid-month pay no later than the month following completion of the end of process summary report). The committee is a

43 recommending body that will meet outside of the school day. The committee shall not
44 engage in negotiations.

ARTICLE IV

HOURS OF EMPLOYMENT

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

2
3 1. For Grades ~~Pre-K Transitional~~ Kindergarten (TK) and Kindergarten (K):

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 For Pre-K teachers, no less than the state mandated minutes.

14
15 2. For Grades 1-6:

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

23
24 Elementary schedules for each site shall be mutually developed by the teachers and
25 principal subject to District Office approval. The start and end times will not be
26 adjusted by the District in excess of ~~20~~ 10 minutes from the ~~2015-16~~ 2022-2023 bell
27 schedules without negotiations. All grades shall have at least one recess that is a
28 minimum of fifteen (15) minutes in length. The District will adjust daily bell schedules
29 to maximize daily prep schedules, but duration of lunch and recess shall not be
30 changed.

31
32 3. For Grades 7-8:

33
34 330 minutes, including a preparation period equivalent to a student instructional period,
35 and excluding lunch. ~~If Modesto City Schools does not meet the definition of a rural~~
36 ~~school district, the parties agree to adjust start times to comply with Education Code~~
37 46148 as of July 1, 2022.

38
39 4. For Grades 9-12:

40
41 378 minutes, including a preparation period equivalent to a student instructional period,
42 excluding lunch, and a lunch passing period. The instructional year shall consist of a

1 minimum of 64,800 instructional minutes. The 64,800 annual instructional minutes
2 requirement shall not be exceeded by more than 200 minutes in any year.
3 For traditional schedule sites, there will be six (6) 58-minute periods with 30 minutes
4 passing time and a 35 minute lunch (this excludes a six (6) minute passing period that is
5 not considered instructional time) Exhibit C. ~~If Modesto City Schools does not meet~~
6 ~~the definition of a rural school district, t~~The parties agree to adjust start times to comply
7 with Education Code 46148 as of July 1, 2022.
8

9 5. For Block schedule and Multi-Tiered System of Support (MTSS) sites, class period
10 minutes shall be adjusted accordingly, as agreed to by the parties.
11

12 a. Modified Bell Schedules for 9-12 Schools: The modified block schedule for 9-12
13 schools is effective July 1, 2022 (Exhibit “D”). Block schedules may be
14 implemented at a site with the vote of 60% of the total number of teachers voting at
15 the site. A site may terminate the block schedule following the vote of 60% of
16 teachers at the site, and the site will be returned to the previous schedule. A site that
17 does not have a previous non-block schedule shall default to high school bell
18 schedule Exhibit C-2. The deadline for completion of a vote to change implement
19 or terminate the Block schedule at a 9-12 school site must be completed by January
20 31 shall be no later than the Friday of the third full week in April for
21 implementation in the following school year. The election shall be run by MTA
22 site representatives in collaboration with site administration. For the purpose of the
23 Modified Bell Schedules for 9-12 schools, the term “teachers” as defined in Article
24 III, Section B is incorporated herein.
25

26 b. Alternate MTSS Schedule:
27

28 A 7-12 site interested in implementing a Multi-Tiered System of Support (MTSS)
29 period into their bell schedule must complete a site vote in order to proceed. Such
30 vote to implement an MTSS schedule must be conducted no later than the Friday of
31 the third full week in April for implementation in the following school year. The
32 threshold to implement the MTSS schedule shall be no less than 65% of teachers
33 voting in support. If a school site votes to implement the MTSS schedule, the site
34 must hold a vote annually (no later than the end of the first week in May) to affirm
35 continued implementation. If the site vote is less than 65% of the teachers voting,
36 the site will revert to the schedule that was in use prior to implementing the MTSS
37 schedule.
38

39 c. Sequence of Voting:
40

41 Voting for Block and MTSS schedules shall be conducted as separate votes. In
42 such cases when a site wishes to consider both a Block schedule and
43 implementation of an MTSS schedule, the District and Association shall consult
44 and agree upon the sequence of the separate votes in advance to any voting
45 occurring.
46

9-12 sites that have one (1) lunch will conduct a vote to determine if the site will follow the 4th lunch or the 5th lunch schedule (see option 1 and option 2 in the attached Exhibit C2). Voting shall occur no later than the Friday of the third full week in April. This will be a one-time vote (i.e., not recurring annually) unless otherwise agreed upon in writing by the parties. The threshold for this vote will be the lunch selected by 60% or more of the total number of teachers voting at the site.

d. 9-12 Finals Schedule

The 9-12 Final Exam Schedule (attached Exhibit C3) is agreed upon and applicable commencing the 2023-24 school year and going forward.

e. 7-8 School Sites

7-8 school sites considering implementation of a Block schedule or an MTSS schedule may do so in accordance with the same voting procedures and timelines outlined herein for 9-12 sites. The Parties encourage such consideration to occur only following reasonable engagement with staff through a site work group or task force to study the implications of schedule changes on students, site operations and staff who will be impacted by the change.

7-8 Rally Bell Schedule

The 7-8 Rally Bell Schedule (attached Exhibit E) is agreed upon and applicable commencing the 2023-24 school year and going forward.

f. Approved Schedules

School sites shall only implement modified or alternative schedules that have been formally agreed upon in writing by the District and Association.

The District and the Association will agree on exhibits of approved schedules.

6. For Continuation High Schools and Opportunity School:

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

~~The seven periods shall continue to be assigned consecutively except individual teachers may be scheduled between 8:30 a.m. and 6:55 p.m.~~ For Beginning the 2022-23 school year, the student instructional day at Elliott Alternative Education Center (“Elliott”) and Turnaround Opportunity School (“TOPS”) will adjust to a start at time (1st period) of 9:00 a.m. and end time (7th period) of 1:40 p.m., and adhere to the attached bell schedule (Exhibit D2).

G230 programs (Pearson and comprehensive site locations) will continue operations of

two (2) sessions as follows (EXHIBIT D2): Session 1: 8:30 a.m. – 12:30 p.m.; Session 2: 1:00 p.m. – 5:00 p.m.

~~A teacher shall be assigned either to the morning session or the afternoon session. No teacher shall be assigned from the morning session to the afternoon session, or from the afternoon session to the morning session without a teacher agreement.~~

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

7. School Psychologist/Social Worker:

- a. Each school psychologist shall work a professional workday. The school psychologists' professional workday will include their availability for before or after school student meetings related to their job duties. This includes but ~~not~~ is not limited to student counseling needs, Student Study Team (SST), Section 504, and Individualized Education Plan (IEP) meetings in addition to ensuring assessment guidelines and timelines are met related to these. A professional workday includes participation is in staff development programs, department meetings and other professional activities related to their assignment. The District and the Association recognize that activities in furtherance of these duties are work related.
- b. Beginning 2017-18, psychologists will maintain Local Education Agency (LEA) Medi-Cal billing. This duty will be added to the job description as a specific responsibility. The beginning and ending established times will no longer be in place.

8. Hourly Independent Study Teachers

- a. A teacher that is a regular teacher with the District may work no more than 4 hours per school day outside of the school day, including but not limited to Independent Study and Home and Hospital. The four (4) hour limit may be exceeded due to mandated testing or vacation/holiday periods.
- b. A teacher that only works in the Independent Study Program may work up to 45 hours per week.
- c. Special Education Independent Study Teachers shall be compensated for IEP's, triennial reviews, annual reviews and necessary IEP meetings pertaining to evaluations. If a Special Education Independent Study teacher is required to perform the duties pertaining to a triennial review they shall be compensated for four (4) hours, and if they are required to perform the duties of an annual review, they shall be compensated for two (2) hours. Duties include student assessment, writing of the report, coordination of the IEP meeting, and completion of IEP documents.

1 9. Cal-SAFE Teachers: The workday for Cal-SAFE members of the bargaining unit shall
2 be 450 minutes per day including recess, preparation and a duty-free lunch of at least
3 30 minutes. The Cal-SAFE program is administered, directed and supervised by the
4 District's Alternative Education Program, not Child Development and paid from a
5 separate salary schedule.

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

18
19 During State mandated testing, hours of employment may be modified from the
20 aforementioned instructional minutes per day, as long as the total instructional minutes does
21 not exceed the instructional minutes for the week outlined in this section.

22
23 B. The District and the Association recognize that the varying nature of an employee's
24 day-to-day professional responsibilities does not lend itself solely to a workday of rigidly
25 established length.

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

1 IEP meetings should be scheduled in consideration of the needs of the parent(s), staff,
2 administration, and the impact on the instructional program. This can occur during the
3 school day as well as outside the school day.

4
5 Pre-K (exclusive of ECE)-6 teachers will not have yard duty.

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

10
11 It is understood and agreed that although the overall amount of time required of employees
12 to perform their duties should be substantially equal, the proportion of time that these duties
13 require the presence of the employee at the work site may vary according to the nature of
14 the employee's duties and responsibilities. Such non-work site activities are part of the
15 employee's duties.

16
17 C. PreK-12 Meetings (exclusive of ECE)

18
19 The total number of school-wide faculty meetings involving all staff shall not exceed eight (8)
20 per year and shall not exceed sixty (60) minutes per meeting. ~~The meetings may include all~~
21 ~~credentialed staff, department/grade level, professional learning communities or 7-12 level~~
22 ~~instructional teams.~~

23
24 The District shall not schedule meetings before 11:00 am on a mutually agreed upon non-
25 student work day prior to the first student attendance day to allow for the MTA General
26 Membership meeting. In addition, the District shall not schedule meetings on any day of
27 the MTA Representative Assembly, MTA Board of Directors Meeting or General
28 Membership meeting (excluding the meeting scheduled prior to the first day of school). A
29 staff meeting prior to the first student attendance work day shall not exceed two and one
30 half (2.5) hours but does count as a meeting for the month. This meeting shall not count
31 towards the annual maximum number of staff meetings.

32
33 Certificated employees will not be required to attend more than four District meetings per
34 year.

35
36 Notice of Meeting – The District will provide a draft agenda for all meetings teachers are
37 required to attend which must be posted or communicated electronically at least forty-eight
38 (48) hours in advance, excluding weekends and holidays.

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

44
45 Attention should be given to the setting of the agenda, control of discussion, and generally
46 conducting the meeting with an understanding that other peoples' time is important and a

1 sensitivity to the reality that they are tired at the end of the day.

2
3 In addition to the above, the Superintendent has agreed that principals should not hold
4 meetings unless they are needed. He/she has agreed to review the excess meetings with
5 principals to solve the problem.

6
7 A site staff meeting is defined as a meeting which PreK-12 (exclusive of ECE) teachers
8 are required to attend. Grade level or department meetings held during the workday are not
9 considered site staff meetings.

TK-12 Meetings Summary Chart

<u>Meeting</u>	<u>Purpose (including but not limited to:)</u>	<u>Audience</u>	<u>Length</u>	<u>Number/Frequency</u>
<u>Schoolwide faculty meeting</u>	<u>Disseminate information, training topics, announcements</u>	<u>All certificated staff</u>	<u>Not to exceed 60 minutes (outside of school day)</u>	<u>Up to 8 annually</u>
<u>Staff meeting prior to 1st student attendance day</u>	<u>Beginning of year kickoff, focus of initiatives/priorities, etc.</u>	<u>All certificated staff</u>	<u>Up to 2.5 hours</u>	<u>1 annually</u>
<u>Early release (PLC) collaboration meetings</u>	<u>As defined in this article – focused on improving student achievement - Agendas mutually agreed upon between site administration and the Site Leadership Team</u>	<u>All certificated staff</u>	<u>Shall not exceed 60 minutes (unless members of the team voluntarily agree to meet for additional time)</u>	<u>26 annually</u>
<u>Site Leadership Team Meetings</u>	<u>Work collaboratively with administration to provide leadership, direction and guidance for the site</u>	<u>Certificated staff selected to represent their colleagues on the Site Leadership Team</u>	<u>Not to exceed 60 minutes, unless majority of Site Leadership Team agrees.</u>	<u>Up to 13 annually (additional meetings allowed with approval of majority of the Site Leadership Team)</u>
<u>Department/Instructional Team Meetings</u>	<u>Focus on work at of the department or instructional team level</u>	<u>All certificated staff via their assigned department or instructional team</u>	<u>Outside of school day, or if held during workday, not considered “site staff meeting”.</u>	<u>Up to 8 annually.</u>

Professional Learning Community (PLC)

Professional Learning Communities – Common Expectations

- PLCs shall use an agenda to drive the work of collaboration
- PLC's will establish and commit to behavioral norms.
- The work of the PLCs shall focus on the four questions, best practices, the instructional core, and utilize data analysis (when applicable)
- Collective commitments shall include a meeting summary based on work done during the meeting related to the four questions (to be completed on the PLC Learning Team form or form mutually agreed upon between the PLC team and administrator). The summary form used is to be completed within the allotted PLC time.

PLC Collaboration

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

PLC Collaboration time shall be defined as follows:

1. Collaboration time will involve teachers and administrators working together to improve student achievement by clearly defining the content and skills students must learn;; creating common formative assessments to determine student acquisition of those content and skills;; examining student data to determine remediation or progression planning, working collaboratively to identify the most effective research-based instructional practices, development of lessons;; and working together as professionals to engage in job-embedded learning.
2. Collaboration agendas shall be mutually agreed upon between the site administration and the Site Leadership Team, (or specialty group PLC team in the absence of a representative on the Site Leadership Team). Site Leaders shall actively seek input from those they represent to inform the development of collaboration agendas. These agendas shall be responsive to the needs of the students and focus on improving student achievement. The following four (4) questions will guide collaboration:
 - a. What do we want students to learn?
 - b. How will we know they are learning?
 - c. How will we respond when they don't learn?
 - d. How will we respond if they already know it?

3. All teachers shall come prepared to each collaboration meeting and actively participate as an equal member of the team.
4. Site administrators are equal members in the process of improving student achievement and will act to provide support and guidance during collaboration time.
5. Team purposes and best practices may be shared at site leadership and staff meetings.
6. Collaboration time shall not exceed 60 minutes unless the members of the team voluntarily agree to meet for additional time.
7. Site administration in consultation with each PLC collaboration team/department or grade level will mutually agree upon their on-site meeting location.
8. Specialty PLC groups, including but not limited to art, music, shop teachers, etc., may meet off site with job alike teachers from other sites with prior approval of site administration.
9. For Special Education Itinerant groups, including but not limited to, SLPs, Psychologists, VI, APE, and DHH teachers, shall be allowed to have flexible collaboration meetings, i.e., different grade spans may split up between grade spans or meet via online platform with prior approval of Special Education administration. If these groups do not split up via grade spans, the meeting shall be held at 2:30-3:30, assuming no changes in high school bell schedule. The number of whole group meetings shall be agreed upon by the majority of the Itinerant members.
10. ~~9.~~ In order to evaluate and improve the collaboration process, the Association and District shall jointly survey bargaining unit members in November and May of each year regarding the effectiveness of the collaboration structure and/or activities. The survey results shall be collected and disseminated in the aggregate (District-wide), rather than by school site. The joint intent of the survey will be to assist site administration and leadership teams in supporting effective collaboration. The initial survey will occur in spring 2019.

D. Site Leadership Teams Pre-K-12

Department/Instructional Team Chairperson, 7-12

Beginning with the 2012-13 school year, 7-12 Department/Instructional Team Chairperson positions will be established at each 7-12 school site. Compensation will be based on a percentage of the Stipend Base Rate and the number of staff members in the department/team.

1. The site administrator will annually notify in writing certificated members of his/her intention to fill Department/Instructional Team Chairperson positions and ask certificated members to submit their recommendations for Department/Instructional Team Chairpersons.
2. The certificated members' recommendations shall be submitted in writing to the administrator within five (5) days of the site administrator's notice of his/her intention to fill Department/Instructional Team Chairpersons.
3. Department/Instructional Team Chairpersons shall be selected by the site administrator after soliciting input from certificated staff. A copy of each certificated members' confidential written preference for Department/Instructional Team Chairperson shall be sent to the Association Office by the District. The site administrator shall give good faith consideration to the majority preference of the team/department. Non-permanent teachers shall not be eligible to serve on Leadership Teams, unless no one else is available or willing to serve.
4. The specific instructional teams for each school site will be determined by the site administration and a Site Leadership Team after receiving input from the faculty, with final approval from the site administrator.
5. The site administrator will provide each certificated member with a master list of the site's department/instructional teams. Each certificated member will be in a department group and on an instructional team. Certificated members will be given the opportunity to indicate three (3) preferences and each certificated member will be assigned to one of three instructional teams indicated as their preference. If the certificated member fails to provide three (3) separate preferences, the site administrator will assign the individual to any group. Staff will be assigned to teams to ensure parity.
6. Certificated members are contractually required to attend one (1) department or instructional team meetings monthly outside of the school day as determined by the site leadership team and site administration. No more than nine (9) annual department or instructional team meetings will be held.
7. 9-12 schools shall have maximum of 14 site leadership teams members and hold up to 13 leadership team meetings annually, not to exceed sixty (60) minutes unless approved by the majority of the Site Leadership Team. Individual sites will select which programs will be represented. Instructional teams may be formed around WASC, professional learning communities, school programs or instructional areas including but not limited to the following lists: 9-11 from List A, and 3-5 from List B.
8. 7-8 school sites shall have a maximum of 8 site leadership team members and may hold up to 13 leadership team meetings annually, not to exceed sixty (60) minutes unless approved by the majority of the Site Leadership Team. Individual sites will select which programs will be represented. Instructional teams may be formed around professional learning communities, school programs or instructional areas including but not limited to the following lists: 6-7 from List A and 1-2 from List B.

<u>List A – Departments</u>	<u>List B– Focus Group Teams</u>
English Language Arts/ <u>ELD</u>	Assessment and <u>Accountability (WASC)</u>
Math	Curriculum <u>(WASC)</u>
Science	<u>Learning and Teaching (WASC)</u>
Social Science	<u>School Culture (WASC)</u>
Special Education	<u>Vision and Purpose (WASC)</u>
<u>Foreign Language</u>	<u>Other based on school programming</u>
<u>CTE</u>	
<u>VAPA</u>	
<u>P.E./Health</u>	
<u>Support Services</u>	
<u>Other based on school programming</u>	

9. Department/Instructional Team Chairpersons responsibilities may include the following duties:

- 1) Actively participate on the site leadership team.
- 2) Facilitate the review of student performance data and develop plans to increase student learning.
- 3) Participate in developing and revising curriculum.
- 4) Assist with the orientation of new teachers.
- 5) Assist with student scheduling and placement of new students (specifically special education).
- 6) Conduct regularly scheduled meetings with the department/instructional team.
- 7) Assist with the development of the Professional Learning Community (PLC).
- 8) Willingness to learn, adopt, and potentially assist teachers with implementation of MCS Instructional Core.
- 9) Lead a team of department or instructional team teachers.
- 10) Assist the administration with master schedule building.
- 11) Attend site leadership, lead teacher meetings.

1 Leadership Team Member, Pre-K-6

2
3 Effective the 2016-17 school year, Leadership Team member positions will be
4 established at each TK-6 school site. Compensation will be based upon the Modesto City
5 Schools' Extra Duty Stipends Schedule. The Leadership Team will be July 1 to June 30.
6 Each school will receive one (1) Leadership Team Member stipend per 100 students,
7 grades Pre-K-6 (ECE is not included in this calculation). Student calculations are based
8 on the projected student enrollment as approved by the Board of Education for the next
9 year. Readjustments will occur based upon first month's enrollment. One (1) member
10 will be identified as the alternate in case of enrollment adjustments. A minimum of four
11 (4) Leadership Team Members per school site.

12
13 a) The site administrator will annually notify in writing of his/her intention to fill
14 Leadership Team Member positions and ask certificated members to submit
15 their recommendations for Leadership Team Members. Non-permanent
16 teachers shall not be eligible to serve on Leadership Teams, unless no one else
17 is available or willing to serve. This shall occur no later than 30 days before
18 the last day of the school year.

19
20 b) The certificated members' recommendations shall be submitted in writing to
21 the administrator within five (5) days of the site administrator's notice of
22 his/her intention to fill Leadership Team Positions.

23
24 c) Leadership Team Members shall be selected by the site administrator after
25 soliciting input from each staff certificated member. A copy of each
26 certificated members' confidential written preference for Leadership Team
27 shall be sent to the Association Office by the District. The site administrator
28 shall give good faith consideration to the majority preference of the
29 team/department.

30
31 d) Leadership Team Member responsibilities include the following duties:

- 32
33 1. Attend site leadership meetings (maximum 13 meetings per year,
34 except with approval by the majority of the Leadership Team not to
35 exceed 60 minutes, unless a majority of the Site Leadership Team
36 agrees).
37 2. Lead a team of grade level teachers.
38 3. Attend District-wide professional development.
39 4. Actively participate in site leadership.
40 5. Facilitate the review of student performance data and develop plans
41 to increase student learning.
42 6. Assist with orientation of new teachers.
43 7. Conduct regularly scheduled meetings with grade level team.
44 8. Assist with development of the Professional Learning Community
45 (PLC).
46 9. Willingness to learn, adopt, and potentially assist teachers with state

standards.

DE. In addition to “B” above, employees in grades 7-12 may be required to devote a reasonable amount of time to other duties assigned by the building site administrator.

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

The Association and District agree to form a committee to study and provide recommendations to establish consistent application of hours assigned to various adjunct duties at 7-12 sites.

The Committee shall consist of four (4) MTA unit members and four (4) management members. There will be two (2) co-chairs (one MTA unit member and one management member).

Each MTA member will receive a five-hundred dollar (\$500) stipend for service on the Committee.

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

The Committee will provide an end of process summary by March 30, 2025.

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

1. Uniform and equitable distribution of duties among employees;
2. Special needs of the school;
3. Special needs, abilities, handicaps, and/or limitations of the individual employee;
4. Efficient use of employee time;
5. Extent of the employee's voluntary contribution of time to school or District activities.

EF. Length of School Year

Certificated full-time employees (except psychologists, school counselors, school nurses, Child Development Programs and Head Start and Early Childhood Education (ECE) certificated staff) will work 185 days consisting of 180 teaching days, two (2) workdays, and three (3) staff development days.

Effective July 1, ~~2020~~2024, new certificated employees to the District may have up to ~~three~~ five (5) additional workdays in their initial year which precedes the scheduled workdays. These additional workdays shall be compensated per day at the Day to Day Substitute Service Rate (First 20 Days).

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

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

Certificated ECE Teachers – Effective July 1, 2024, certificated ECE teachers shall have one (1) additional staff development day in their work year.

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

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

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

FG. Minimum Days (Per School Year)

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

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

Special Education classes shall have minimum days as stated above.

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

GH. Elementary Preparation Periods, Grades ~~1PreTK-6 (excluding ECE)~~

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

1. Two thirty (30) minute preparation times during the student instructional day for each ~~1PreTK-6 (excluding ECE)~~ teacher. Administration will schedule each ~~1PreTK-6 (excluding ECE)~~ teacher's preparation time.
2. Certificated employees who are teacher of record will receive prep time.
3. Prep time not received due to holiday, full-day professional development, field trips, or minimum day will not be made up.
4. Prep time will be re-evaluated annually with a goal of equal distribution for teachers receiving prep.
5. The regular teacher on preparation time shall not be responsible for or interrupted for purposes of handling student discipline for misconduct occurring during preparation time.
6. The District will make a good faith effort to allow elementary teachers the use of their own room for preparation; however, at schools where facility considerations make this unrealistic, teachers may not be able to use their own rooms for preparation.
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 minutes are described as a supplementary preparation plan for the purpose of this agreement.
8. Any ~~first PreTK (excluding ECE)~~ through sixth grade supplementary preparation plan to add additional preparation time must be educationally valuable and must comply with course requirements consistent with Education Code.
9. The supplementary preparation plan must be approved by the site administrator and Director of Educational Services. When the District receives proposals from the teachers, the District will forward a copy of the proposal to the Modesto Teachers Association.
10. All teachers participating in the supplementary preparation plan do so voluntarily.
11. The District will determine when each ~~1PreTK-6 (excluding ECE)~~ teacher shall have two thirty (30) minute preparation periods and beginning 2016-17, one (1) forty-five (45) minute preparation period each week.
12. Class size limits do not apply to grade ~~1PreTK-6 (excluding ECE)~~ prep. No more than two (2) classes may be combined. Class size limits do apply to grades ~~1PreTK-6 (excluding ECE)~~ prep delivered through Computer Literacy.
13. Prep providers and Computer Literacy Teachers (CLT) shall be evaluated by the site

principal administrator where the majority of the work time is spent.

14. A duty free lunch - 35 minutes, except for minimum days (activity schedule) – for prep providers must be scheduled as not to interfere with preparation delivery schedule.
15. Dual-site stipends shall not apply to prep providers. Travel time is part of the work day.
16. Due to facility constraints, a permanent classroom may not be provided. Prep providers will be provided a work station.
17. Prep provider breaks will be determined by individual schedules.
18. Prep providers shall have 24 hours of prep time per year scheduled by the District. The prep time shall be scheduled in no less than 30 minute blocks and no more than 1 hour per week. Transitional or natural breaks in a schedule shall not count towards a CLT or prep providers' prep time.
19. Prep providers attend staff meetings and District collaboration days.
20. Computer Literacy Teachers will have eight (8) assigned periods per day. On collaboration days, Computer Literacy Teachers will have six (6) assigned periods. If schedule permits, a 39th (30-minute) block may be added.
21. Computer Literacy Teachers will receive a 35-minute duty free lunch.
22. If prep schedule allows, Computer Literacy Teachers and other prep time providers may be assigned to perform other instructional duties.

I. ~~Preschool~~ Special Education Teachers will receive two (2) 30-minute preparation periods per week, starting in the 2024-25 school year. Prep providers shall be trained in best practices for providing preparation.

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

~~I.K. Duty Free Lunch~~ (~~PreK-6~~)

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

1 JL. Period Assignment for 7-8 Teachers

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

7
8 If a teacher is involuntarily assigned to a 0-6, or 2-8 schedule they will not be involuntarily
9 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
10 credentialed to teach the eighth period subject.

11
12 Teachers in grades 7-8 will be assigned over the eight period day (5 class periods, 1 lunch,
13 and 1 preparation period), either periods 0-6, 1-7 or 2-8. If mutually agreed between the
14 teacher and principal, a teacher may be assigned non-consecutively (i.e. 1-3 and 5-8). Failure
15 to mutually agree shall not cause any reprisals or negative actions towards the teacher.
16 Teachers may be assigned periods 1-8 or 0-7 (6 class periods, 1 lunch period, and 1
17 preparation period) on a voluntary basis. Teachers will receive an 8th period stipend for six
18 teaching periods (i.e. classes paid as 8th period stipend).

19
20 If there are not enough credentialed and qualified teachers to teach the needed 8th period
21 optional(s) at a 7-8 site(s), then credentialed and qualified teachers at the other 7-8 sites will
22 be offered the optional period(s). If no 7-8 teacher is interested, then qualified teachers at
23 the TK-6 and 9-12 level will be given the opportunity to fill the need. If there are no TK-12
24 teachers available or willing to teach the 8th period optional(s), then the principal at the
25 individual 7-8 school may assign a credentialed and qualified teacher from their staff to
26 teach the needed 8th period optional(s).

27
28 It is believed that during scheduling, a random distribution of subjects will be needed for the
29 six class period assignments.

30
31 KM. Period Assignment for 9-12 Teachers

32
33 Upon mutual agreement, the principal will normally assign staff at grades 9-12 to periods
34 1-7 unless there is a need to assign to periods 0-6 or 2-8. In such cases, the preference of all
35 staff members will be taken into account. No involuntary assignment shall be made to
36 periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed.
37 If a teacher is involuntarily assigned to a 0-6 or 2-8 schedule they will not be involuntarily
38 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher
39 credentialed to teach the eighth period subject.

40
41 A 9-12 teacher may be assigned over the eight period day (5 class periods, 1 lunch period,
42 1 preparation period) if mutually agreed between the teacher and principal (for instance,
43 periods 1-3 and 5-8). Failure to mutually agree shall not cause any reprisals or negative
44 actions towards the teacher.

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

EN. Emergency School Closure

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

MO. Mandated Reporter Training

1. As part of their professional duties, certificated employees will complete required trainings annually (unless noted otherwise) within the established time window. The mandated trainings are:
 - a) California Mandated Reporter
 - b) Blood Borne Pathogens
 - c) Recognizing and Preventing Youth Suicide
 - d) School Bullying
 - e) Computer Security Awareness
 - f) Prevention of Harassment
 - g) Human Trafficking Prevention (required in 2023-24; bi-annual thereafter)
2. The California Mandated Reporter, and Prevention of Harassment, and Blood Borne Pathogens trainings will be provided by the District during a Staff Development Day or faculty meeting.
3. The delivery of each training may be via online instruction assigned during or outside the work day, in addition to being provided during a Staff Development Day or faculty meeting.
4. The delivery of the training will be uniform throughout the District in each school year.
5. If training is delivered via online instruction and assigned outside the work day, each certificated staff member will be compensated for one (1) hour at the curriculum development rate for each training.

6. A certificated staff member that is absent for a training delivered during a Staff Development Day, faculty meeting or via on-line during the work day, will be required to complete these trainings outside of their work day.

~~N. Professional Development~~

~~For the 2022-2023 school year commencing July 1, 2022, the District shall pay the equivalent of .5% of a bargaining unit member's annual base salary upon completion of six (6) hours of District-approved professional development that aligns with California State Standards, Culturally Responsive Instruction, differentiated instruction and social-emotional learning, Special Education, CAASPP Training, Physical Restraint Reduction training, inclusive practices, curriculum training, and or other topics identified by the District. An additional .5% of a bargaining unit member's annual base salary will be paid for completing an additional six (6) hours, for a total of twelve (12) hours of District-approved professional development during the 202-23 school year. This professional development is exclusive of any other professional development for which compensation is paid. The District will provide the appropriate form that will require site administrator and Education Services approval. All hours must be completed and submitted by June 30, 2023, for the 2022-23 school year.~~

~~OP. Full Day Kindergarten and Transitional Kindergarten~~

1. Commencing the 2019-2020 school year, the District may implement a full-day Kindergarten (including Transitional Kindergarten) program as described below:
2. Any full day program shall be for the entire instructional school year.
3. Full day TK/K teachers shall have recess breaks equivalent to first grade with no supervision duties.
4. Full day TK/K teachers shall have the same Preparation Schedule as a full time first grade teacher assigned to the school site.
5. Beginning the 2023-24 school year, Each full day Transitional Kindergarten (TK), Kindergarten (K), TK/K combo, and K/1 combo class shall receive a minimum of five (5) six (6) hours per day of instructional classified staff support from classified staff or elect to receive a stipend in lieu of the instructional support from classified staff. The stipend amount will be equal to the Eighth Period Assignment on the Flat Rate Extra Duty Stipend Schedule. Each full day TK/K teacher shall make his/her selection for the following school year by the last teacher workday in March of current school year or ten (10) calendar days after reassignment or transfer to TK/K the following year. The option previously provided for a stipend in lieu of classified support is eliminated and will no longer be an option going forward.
6. Each teacher assigned to a full day TK/K class shall receive an uninterrupted lunch break, the same as a first grade teacher assigned to school site.

- 1 7. Non-certificated staff shall escort the TK/K students to the cafeteria and provide
2 support/supervision while students eat. Non-certificated staff shall then escort TK/K
3 students to the kindergarten playground for recess after lunch.
4
- 5 8. Non-certificated staff shall escort students who ride the bus to the student's correct bus.
6 TK/K teachers shall dismiss students to their parents at the end of each day.
7
- 8 9. If the District does not provide the classified support staff to the full-day program
9 pursuant to this agreement, the District will pay the teacher the equivalent of the daily
10 rate of an eighth period assignment as indicated on the Flat Rate Extra Duty Stipend
11 Miscellaneous Hourly Salary Schedule, pro-rated to the nearest quarter. This provision
12 shall only apply if the District is unable to provide classified staff support after each
13 period of 10 consecutive full-day absences due to position vacancy or long-term absences
14 for which support coverage was not provided. It is the bargaining unit member's
15 responsibility to submit a claim. Payments will be made on the 15th of the month
16 following the end of the trimester.
17
- 18 10. There shall be no more than two (2) mainstreamed special day students (students who are
19 not assigned to the teacher's classroom roster) without additional special education
20 personnel support at any given time in any TK/K classroom and the District shall make
21 reasonable efforts to equally distribute these mainstreamed special day students between
22 classes. Mainstreamed special day students shall count towards the TK-K class size
23 maximum if they are mainstreamed for more than two (2) hours of the instructional day.
24
- 25 ~~11. For the 2019-20 and 2020-21 school years, the District will offer TK/K teachers up to~~
26 ~~twelve (12) hours of time during the first trimester for the purpose of lesson planning~~
27 ~~and/or assessment of students at the contracted curriculum development rate of pay.~~
28 ~~Teachers will submit compensation for these hours via pay claim.~~
29
- 30 ~~12:~~ 11. In the event the State of California mandates full day kindergarten, the parties will
31 commence negotiations regarding any impacts within the scope of bargaining within
32 ninety (90) calendar days.
33

34 Q. Elementary Instructional Day Committee

35 Commencing upon final ratification and approval of this agreement, an Elementary
36 Instructional Day Committee will be established. The purpose will be to research to
37 improve continuity of instructional time at the elementary level to create the conditions for
38 improved instructional effectiveness.
39

40
41 The Committee shall consist of six (6) MTA unit members and six (6) management
42 members. There will be two (2) co-chairs (one MTA unit member and one management
43 member).
44

45 Each MTA member will receive a two-thousand dollar (\$2,000) stipend for service on the
46 Committee.

1 The Committee is a recommending body that will meet outside the school day.

2

3 The Committee will provide an end of process summary by December 1, 2024.

PLC Learning Team Meeting Agenda Week 1

Date of Meeting: _____ Location: _____	Team Members:
Guiding Questions: What do we want our students to know or be able to do? How will we respond when they don't learn? How will we know they are learning? How will we respond if they already know it?	
Agenda/ Discussion Topics: ●	Summary of Work and/or Commitments: ●
Support Needed:	Follow-Up Items:

Note: This form is to be completed within the allotted PLC time.

ARTICLE VI

CLASS SIZE

A. For Transitional Kindergarten-Grade 6:

1. For grades TK-6 class size maximums as listed below:

TK/K	-	24.94*
1	-	24.94*
2	-	24.94*
3	-	24.94*
4	-	34
5	-	34
6	-	34

~~(*Before Class Size Reduction, the class size maximum for kindergarten was 33 and the class size maximum for 1st, 2nd, and 3rd grade was 32.)~~

Combination class size maximum shall be the lower of two grade levels.

Class size maximums can only be exceeded at grades 4-5-6 if teacher(s) sign a written waiver.

Class Size Reductions

The parties acknowledge that as a condition of receiving the additional funding grant for K-3 Class size reduction under the Local Control Funding Formula (LCFF) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02. The parties intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementation of the LCFF (currently 2020) as set forth in Education Code section 42238.02(d)(3)(D).

- The Association and the District agree to implement full day class size reduction in kindergarten and third grade at schools where space is available for the 2000-2001 school year.
- The District retains the discretion to exceed TK-3 class size reduction maximums of 24.94 when enrollment, facilities, transportation or staffing precludes enrollment of a student residing in the District an attendance boundary or otherwise legally entitled to enroll. The District and the Association agree the District's exercise of this discretion constitutes a "collectively bargained alternative class size enrollment for each school site" in grades TK through 3, inclusive pursuant to Education Code section 42238.02.

- Selection of teachers to take the added students shall be on a volunteer basis. If no teacher volunteers, the principal will assign. Unless requested by the teacher, the overload class shall not be assigned to the same teacher for the following year.

2. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

3. The District agrees to make a good faith effort to balance the number of students by the end of the third week. In the event of a change in assignment, i.e. due to collapsing classes, creation of combination classes, etc., during first month staffing and enrollment, the affected teacher(s) shall be given no less than three (3) work days' notice unless mutually agreed upon otherwise, before the new assignment is effective. Should granting this notice result in delaying balancing to the fourth week, this shall not constitute a violation of the three-week balancing term.

4. In grades TK-6, no more than two (2) grade levels will compose a single class unless the teacher agrees.

B. For grades 7-8:

1. At the junior high schools, the District agrees to make a good faith effort to balance class sizes by the end of the third week of the beginning of the fall semester and by the beginning of the third week of the spring semester.

2. At the 7-8 level, the following class size maximums are agreed to:

a. ~~37~~ 36 35 for all classes

b. ~~55~~ 54 for Physical Education

c. 33 for Co-Teaching Inclusion Classes (7-8 Parallel Program Cohorts)

3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six classes in the fall and four classes in the spring, thus, balancing classes between first and second semesters.

5. The District shall make a good faith effort to maintain equitable class sizes during the remainder of the semester.

C. For grades 9-12:

1. At the high schools, the District agrees to make a good faith effort to balance class sizes by the end of the third week of the beginning of the fall semester and by the beginning of the third week of the spring semester.

2. At the 9-12 level, the following class size maximums are agreed to:

- a. ~~39~~ 38 37 for all classes
- b. ~~58~~ 57 for Physical Education
- c. 35 for Co-Teaching Inclusion Classes (9-12 Parallel Program Cohorts)
- d. 30 for Elliott Education Center

3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six classes in the fall and four classes in the spring, thus, balancing classes between first and second semesters.

5. The District shall make a good faith effort to maintain equitable class sizes during the remainder of the semester.

6. The above newly agreed upon class size maximums shall be effective commencing the 2024-25 school year.

D. Notwithstanding section B.3 and C.3, for the 2024-2025 and 2025-2026 school years, after the end of the third week of the fall semester and after the third week of the spring semester, a principal, after soliciting volunteers, may assign a 7-12 grade teacher up to one additional student per period in excess of the class size maximums. The District shall pay each 7-12 grade teacher assigned the additional student, \$3.00 per student, per period to compensate the teacher for the overage.

After the above-mentioned balancing period, a 7-12 grade teacher may volunteer to accept students over the class size maximum in a period and the District shall pay the teacher \$3.00 per student, per period, to compensate the teacher for the overage if the student is assigned by the District.

The overage is to be paid monthly via pay claim.

The involuntary overage placement and class size overage payment shall not apply to the following courses:

- Interscholastic Athletics
- Student Leadership
- Peer Tutor
- Teacher's Aide/Assistant
- Visual and Performing Arts (e.g., Orchestra, Marching Band)

A student assigned to a non-instructional course (teaching assistant) shall not count toward the class size maximums. For example, a teacher assigned to teach a grade 9-12 math class with 37 students with a teacher's aide, would not receive a class size overage.

The Parties agree that their representatives shall meet to review the status of the 7-12 grade

overage program prior to the end of the 2024-2025 school year.

The Parties agree to increase the number of optional periods per department from 4 to 5 in Article XIV, Reassignment, Assignment of Optional Periods, paragraph 22(A)(6) as follows:

22 A. 6) Sites may have no more than ~~four (4)~~ five (5) optional periods per department. If, after assignments are made, a department has ~~five (5)~~ six (6) optional periods, the District will hire a 100% (1.0 FTE) in lieu of the ~~five (5)~~ six (6) optional periods in that department. If after a good faith effort the District is unable to hire a 1.0 FTE the District may assign the ~~5th~~ 6th optional to a current employee after consultation with the Association.

DE. Special Education

The following caseload maximums for teachers of record who teach a special day class are effective beginning the ~~2019-2020~~ 2023-2024 school year.

<u>Grades TK-6</u>		<u>Grades 7-8</u>	
Mild/Moderate SDC	15	Mild/Moderate SDC	17
Moderate/Severe SDC	12	Moderate/Severe SDC	14
ED SDC	13	ED SDC	15
Autism SDC	12	Autism SDC	14
<u>Grades 9-12</u>		<u>Ages 18-22</u>	
Mild/Moderate SDC	18	Transitions	17
Moderate/Severe SDC	16		
ED SDC	16	<u>TK-12</u>	
Autism SDC	16		
		DHH	16
		PH	16
		Multiply Handicapped	16
<u>Grade Level</u>	<u>Case Load</u>	<u>Grade Level</u>	<u>Case Load</u>
<u>PRE-K</u>		<u>TK-6</u>	
Highly Structured (HS) Beginning	<u>12</u>	Parallel Learning	<u>15</u>
HS Intermediate/Advanced	<u>12</u>	Functional Learning	<u>12</u>
Functional Learning	<u>12</u>	Therapeutic Learning	<u>13</u>
		Highly Structured 1	<u>12</u>
		Highly Structured 2/3/4	<u>12</u>
<u>7-8</u>		<u>9-12</u>	
Parallel Learning	<u>17</u>	Parallel Learning	<u>18</u>

<u>Functional Learning</u>	<u>14</u>	<u>Functional Learning</u>	<u>16</u>
<u>Therapeutic Learning</u>	<u>15</u>	<u>Therapeutic Learning</u>	<u>16</u>
<u>Highly Structured</u>	<u>14</u>	<u>Highly Structured</u>	<u>16</u>
<u>Applied Learning</u>	<u>17</u>	<u>Applied Learning</u>	<u>18</u>

Ages 18-22

TK-12

<u>Transitions</u>	<u>17</u>	<u>DHH</u>	<u>14</u>
		<u>MOVE</u>	<u>14</u>
		<u>DHH Itinerant</u>	<u>40*</u>

*One infant served weekly counts as two (2) students on a caseload.

If the caseload maximum is exceeded, the teacher will receive ~~\$5.00~~ \$15.00 per day per student to compensate the employee for the caseload overage to be paid monthly via pay claim.

Classes located at the same site will be based on average caseload size when determining the ~~\$5.00~~ \$15.00 per day compensation.

Adjustments to the above class size maximums for Special Education must be made at the beginning of each school year by the end of the third week of school. Compensation for overages will begin after the third week of school after any balancing occurs.

At the TK-6 level, excluding students who have a speech-only IEP, if a TK-6 classroom teacher (excluding prep providers and computer literacy teachers) has a ratio of students with IEP's in a general education classroom that exceeds 30% of the overall class size maximum, the site administrator shall meet with the general education teacher within ten (10) work days of the request for such meeting to develop and implement a classroom support plan.

At the 7-12 level, if a class is not balanced and whenever the ratio of students with IEP's in a general education classroom exceeds 40% of the overall class size, the site administration shall meet with the general education teacher within ten (10) work days of the request for such meeting to develop and implement a classroom support plan.

For TK-6, students with IEP's who are included in general education classroom settings for more than three (3) hours, inclusive of lunch, prep, recess, library, etc., shall count toward the class size maximum.

If a teacher is at class size maximum and a student's IEP requires mainstreaming, the teacher shall take up to three (3) students above the maximum and shall be compensated at \$15.00 per day per student.

E.F. Contract Full-time Independent Study

A full-time Independent Study teacher shall carry 30 students per week (6 hours per day, 5 days per week).

1 FG. Class Size Review Committee

2
3 Commencing upon final ratification and approval of this agreement, a Class Size Review
4 Committee will be established to review class size maximums, the impacts of the current
5 agreement, facilities, and study class size maximum averages and trends among agreed upon
6 surrounding and like school districts. The intent is to conduct a comprehensive review upon
7 which consultation may occur related to consideration for further reduction of class size
8 maximums. The Committee will provide an end of process summary shared with the
9 respective bargaining teams prior to December 1, 2024.

10
11 The Committee shall consist of four (4) MTA unit members and four (4) management
12 members. There will be two (2) co-chairs (one MTA unit member and one management
13 member).

14
15 Each MTA member will receive a two-thousand dollar (\$2,000) stipend for service on the
16 Committee. Stipend to be applied to the mid-month pay no later than the month following
17 completion of the process.

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

20
21 Following the receipt of the end of process summary, either MTA or the District may
22 request to bargain items within the scope of bargaining. A request to bargain must state the
23 rationale and identify those subjects within the scope of the bargaining that are reasonably
24 impacted by the request. An initial negotiation session will be held within thirty (30)
25 calendar days following the request to bargain.

ARTICLE IX

SALARY

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

Schedule A

School Psychologists' Schedule

Speech Language Pathologists, Language, Speech & Hearing Specialists, School Nurses, and Inclusion Specialists

Intern Salary Schedules

G230 Academy

195-Day Schedule Employees

Agriculture Education, 9-12

Cal-Safe

~~Child Development – State Preschool Salary Schedule~~

~~Child Development – Head Start Salary Schedule~~

~~Child Development – State Specialist Salary Schedule~~

~~Child Development – Head Start Specialist Salary Schedule~~

Early Childhood Education – Teacher

Early Childhood Education – Specialist Salary Schedule

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

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

Professional Development: For the 2023-2024 school year commencing July 1, 2023, the District shall pay the equivalent of .5% of a bargaining unit member's annual base salary upon completion of six (6) hours of District-approved professional development that aligns with California State Standards, Instructional Core, Culturally Responsive Instruction, differentiated instruction and social emotional learning, Special Education, CAASPP Training, Physical Restraint Reduction training, inclusive practices, curriculum training, and or other topics identified by the District. An additional .5% of a bargaining unit member's annual base salary will be paid for completing an additional six (6) hours, for a total of twelve (12) hours of District-approved professional development during the 2023-24 school year. Refresher courses will be credited towards hours after three (3) years with prior approval. ECE certificated employees shall receive .5% (6 hours) or 1% (12 hours) based on column 1, step 1 of Salary Schedule A. This professional development is exclusive of any other professional development for which compensation is paid. The District will provide the

appropriate form that will require site administrator and CIPD approval. All hours must be completed and submitted by June 30, 2024, for the 2023-24 school year.

~~The Professional Development program in Article IV Hours of Employment, Section N shall be extended for the 2022-23 2023-24 school year and commence on July 1, 2022. The 2022-23 Professional Development program will provide the opportunity to receive .5% for six (6) hours of District-approved professional development or 1.0% for 12 hours of District-approved professional development.~~

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

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

A 7.25% increase to the applicable salary schedules effective July 1, 2023 or beginning of the 2023-24 school year pay cycle.

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

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

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

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

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

B. Longer Day/Longer Year Incentives

1. The MTA agrees that in the event the MTA causes the District to lose longer day money through not providing 180 days of instruction to students, the salary schedule may be

reduced. The amount the salary schedule is reduced shall be proportionate to the amount of revenue actually lost, but in no event more than 1.7%.

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

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

C. Early Childhood Education

Effective July 1, 2024:

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

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

- Head Start Teacher Full Day
- Head Start Teacher Part Day
- Child Development Programs State Pre-School Teacher Part Day

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

Early Childhood Education employees moving from a State Pre-School Salary Schedule to either of the new salary schedules will not have their hourly rate of pay reduced. These new salary schedules will incorporate longevity by adding steps 10 through 20 and eliminating the stipends for longevity commencing July 1, 2024.

Early Childhood Education teachers will be required to complete the daily health and safety checklist. The intent is to adhere to program compliance requirements. The District will consult with the Association regarding approval of the initial form. Should the State regulations change and require revisions to the daily health and safety checklist that affect certificated staff, the District shall meet and consult with the Association prior to distributing changes.

~~Child Development Program~~ Early Childhood Education (ECE) Salary Step Placement - ECE teachers employed as TK-12 teachers: Where the employee has at least a BA Degree, each two years of Child Development Program teaching shall count for one year salary step placement, up to a maximum of five (5) years in placement on the Certificated Salary Schedule.

Notwithstanding professional responsibilities in Article XVII – Child Development, the District, in consultation with the Association, has the discretion to establish the minimum qualifications for certificated ECE employment.

D. Longevity

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

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

E. Travel

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

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

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

H. For Employees New to the District

1. Beginning with the 2016-17 school year, teacher experience is granted on the basis of one (1) step for each year of verified prior certificated teaching experience. Actual initial placement is not to exceed a total of twelve (12) steps with the exception of Range I where the maximum number of steps is six (6), except as approved by the Board. A year of experience shall represent no less than seventy-five percent (75%) of the days of required service for one given year. EXPERIENCE SHALL BE WITHIN THE LAST FIFTEEN (15) YEARS. ~~Verification of certificated experience must be received in the Human Resources Office within 30 days of acceptance of the position.~~ Official transcripts and verification of certificated experience must be received in the Human Resources Office by August 15th. Any new hire who accepts a position after July 15th will have 30 days from the date of acceptance of position to submit all official transcripts and verification of certificated experience. Any documents

received after the above deadlines will be processed according to deadlines outlined in “Filing of Units” (section I.5). The District may grant, on a case by case basis, extensions to these deadlines based on unique circumstances or compelling need.

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

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

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

2. Beginning with the 2021-22 school year, a school nurse will be given salary schedule credit for verified prior public school nurse experience and/or non-school Registered Nurse experience. Actual initial placement is not to exceed a total of twelve (12) steps. Verification of qualified experience must be received in the Human Resources Office within 30 days of acceptance of the position.

3. Career Technical Education (CTE) Salary Placement – Beginning with the 2023-24 school year, CTE instructors with relevant private sector/trade experience outside of the classroom shall earn one year of service for every year of private sector experience for initial placement on the salary schedule. Initial placement on the salary schedule may be up to but shall not exceed placement on Step 12. In addition:

- CTE teachers shall advance one step for each year of full-time service in the District up to the maximum step in the respective column on the salary schedule. Full time is defined as completing 75% of the annual required days of service.
- Years of full-time service as a classroom teacher shall count toward initial salary placement.
- Initial placement of private sector experience plus school teaching experience combined, shall not exceed placement on Step 12.
- Experience must be directly related to the teaching assignment and evaluated and verified for alignment with the assignment.
- Final initial salary placement determinations shall be made by the Associate Superintendent, Human Resources or designee, in accordance with the above.

4. Board Certified Behavior Analyst (BCBA) and Language Speech and Hearing Specialist (LSH) Salary Placement - beginning with the 2023-24 school year, initial

1 salary placement for new hire employees in these positions shall be based on
2 experience as follows:

- 3
- 4 • Each year of verified certificated teaching experience, if applicable, shall be
5 applied consistent with section H.1 above.
- 6 • Annual Increment (section I.6) shall apply in defining one year of service,
7 except that service in a non-school district agency may be calculated based on
8 a calendar year rather than school district fiscal year. Service in more than one
9 agency may be combined when calculating prior experience to determine a
10 year of service. To apply, service must be full-time and must be directly
11 related to the BCBA or LSH certification/credentialing.
- 12 • Prior experience related closely to the local teaching or BCBA/LSH
13 assignment shall be credited on the basis of one step for each two (2) years
14 within the past ten (10) years, with maximum placement not to exceed step 3.
- 15 • Final initial salary placement determinations shall be made by the Associate
16 Superintendent, Human Resources or designee, in accordance with the above.
- 17

18 I. Units

19

- 20 1. Credit is granted toward salary advancement for units earned after receiving the
21 Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree,
22 as shown on an official transcript from a college or university only if they are:
23
 - 24 a) Earned at accredited colleges or universities with at least a "C" grade equivalent
25 or earned at non-accredited colleges or universities with at least a "C" grade or
26 equivalent and are accepted for credit on the official transcripts of accredited
27 colleges or universities or CTC Induction of Intern Programs.
 - 28
 - 29 b) Clearly and substantially supportive of the employee's assignment or the
30 employee's District approved goal.
 - 31
 - 32 c) Units shall be recorded as semester units. The formula to convert from quarter
33 units to semester units shall be: quarter units x .667 = semester units.
 - 34
- 35 2. With prior District approval, credit may be granted toward salary schedule advancement
36 for lower division units and upper division or graduate units not covered under part (a),
37 earned with at least a "C" grade or equivalent after the date of receiving the Bachelor's
38 Degree as shown on an official transcript from a college or university.
- 39
- 40 3. No credit is granted for units earned during the regular school year in excess of nine (9)
41 semester units or twelve (12) quarter units. Requests to exceed this requirement may be
42 submitted to the Associate Superintendent, Human Resources.
- 43
- 44 4. A school nurse will receive two (2) units of credit toward salary schedule placement for
45 completion of each thirty (30) hours of continuing education of the type that is utilized
46 to keep a current California Nursing License. This shall apply to hours earned after
47 September 1, 1985.

1
2 5. Filing of Units
3

4 Official transcripts received in the Human Resources Office no later than October 1
5 shall count toward reclassification beginning January 1 of the current school year and be
6 paid in the February pay cycle to maximize payment to the member. Official transcripts
7 received in the Human Resources Office after October 1 but no later than April 1 shall
8 count toward reclassification for the following school year. All step (years of service)
9 changes will occur at the beginning of the school year. The regular school year is the
10 first work day through the last day of school. Transcripts shall not be returned to the
11 employee and become the property of Modesto City Schools as part of the employee's
12 personnel file. For employees new to the District, transcripts must be received in the
13 Human Resources Office within 30 days of acceptance of the position as noted in
14 section H.1.
15

16 6. Annual Increment
17

18 Seventy-five percent (75%) of the annual required days of service shall be served to
19 qualify for the annual increment.
20

21 J. Staff Development
22

23 District sponsored staff development activities are primarily delivered by the Curriculum and
24 Instruction/Professional Development (CIPD) division, but may also occur out of several
25 departments in Modesto City Schools. This includes TK-6 and 7-12 Curriculum and Staff
26 Development CIPD, State and Federal Programs, Induction, Elementary Education
27 Educational Services and Administrative and Pupil Student Support Services. Many
28 workshops or in-services are prepared and presented by teachers outside their regular job
29 description. There is a need for some consistent guidelines for compensation for teachers
30 working outside their regular job description, at the District level, in the capacity of presenter
31 and/or in the development of information for the presentation.
32

33 Listed below are three of the most common situations and how teachers will be
34 compensated:
35

36 1. The teacher presenter prepares a new presentation.
37

38 The presenter is compensated one hour of presentation development time at the
39 curriculum development rate for each hour of the presentation. (Example: 3 hours of
40 preparation for a 3 hour presentation.)
41

42 2. The teacher presenter prepares to present a previously prepared presentation.
43 (Example: Teacher is handed the binder for Class Size Reduction In-service and
44 must prepare to present the material.)
45

46 The presenter is compensated for one hour of presentation development at the

curriculum development rate for each two hours of presentation. (Example: 2 hours to prepare to present a 4 hour presentation.)

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

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

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

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

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

K. Stipends

1. Effective the 2016-17 school year, a new formula for the payment of stipends to certificated employees will be utilized. The stipend schedule does not automatically receive increases with future agreements and must be negotiated separately.
2. Effective the 2016-17 school year, previously eliminated athletic positions will be reinstated. The positions to be restored, one (1) per comprehensive high school, are: Track Assistant, Girls Varsity Volleyball Assistant, Girls Varsity Softball Assistant, Girls Varsity Basketball Assistant, Boys Varsity Football Assistant, Boys Varsity Basketball Assistant, and Boys Varsity Baseball Assistant.
3. Effective the 2016-17 school year, Leadership Team Member positions will be established at each TK-6 school site. Compensation will be based upon the Modesto City Schools' Extra Duty Stipends Schedule. ~~The leadership annual term will be July 1 to June 30. Each school will receive one (1) Leadership Team Member stipend per 100 students, grades TK-6 (CDP ECE is not included in this calculation). Student calculations are based on the projected student enrollment as approved by the Board of Education for the next year. Readjustments will occur based upon first month enrollment. One (1) member will be identified as the alternate in case of enrollment adjustments. A minimum of three (3) Leadership Team Members per school site.~~

~~a) The site administrator will annually notify in writing of his/her intention to fill Leadership Team Member positions and ask staff members to submit their recommendations for Leadership Team Members. Non-permanent teachers shall not be eligible to serve on Leadership Teams, unless no one else is available or willing to serve.~~

~~b) The staff members' recommendations shall be submitted in writing to the~~

1 administrator within ten (10) days of the site administrator's notice of his/her
2 intention to fill Leadership Team Positions.

3 e) Leadership Team Members shall be selected by the site administrator after
4 soliciting input from each staff member. A copy of each staff members'
5 confidential written preference for Leadership Team shall be sent to the
6 Association Office by the District. The site administrator shall give good
7 faith consideration to the majority preference of the team/department.

8
9 d) Leadership Team Member responsibilities include the following duties:

- 10
11 1. Attend site leadership meetings (maximum 13 meetings per year;
12 except with approval by the majority of the Leadership Team).
- 13 2. Lead a team of grade level teachers.
- 14 3. Attend District wide professional development.
- 15 4. Actively participate in site leadership.
- 16 5. Facilitate the review of student performance data and develop plans
17 to increase student learning.
- 18 6. Assist with orientation of new teachers.
- 19 7. Conduct regularly scheduled meetings with grade level team.
- 20 8. Assist with development of the Professional Learning Community
21 (PLC).
- 22 9. Willingness to learn, adopt, and potentially assist teachers with state
23 standards.
- 24 10. Lead an instructional team and/or department.

25
26 4. Flat Rate Stipends – the parties agree to meet and consult on identifying stipends
27 created via Memorandum of Understanding that are appropriate to incorporate into
28 the Flat Rate Extra Duty Stipend Schedule or 9-12 Athletic Stipend Salary Schedule,
29 as applicable. Among the stipends to be added include, but are not limited to
30 Commencing the 2024-25 school year, unless noted otherwise, the following stipends
31 will be added:

- 32 • Soccer Varsity Assistant Coach (6.5% of base)
- 33 • Soccer Frosh Head Coach (7.6% of base)
- 34 • Restructure Cheer stipends as follows (replacing current coach amounts)
 - 35 ○ Varsity Head Cheer Coach (8.5% of base)
 - 36 ○ Junior Varsity Head Cheer Coach (7.6% of base)
 - 37 ○ Frosh Head Cheer Coach (7.6% of base)
 - 38 ○ Eliminate existing “Coordinator” stipend position
- 39 • Flag Football (9-12 Athletic Stipend Salary Schedule)
 - 40 ○ Varsity Head Coach (8.25% of base)
 - 41 ○ Varsity Assistant Coach (6.5% of base)
 - 42 ○ Junior Varsity Head Coach (7.6% of base)
 - 43 ○ Frosh Head Coach (7.6% of base)
- 44 • Additional Music Stipends – per District proposal (per the attached which will be
45 incorporated into the salary schedule)
- 46 • Certificated Librarian Delegate Stipend: A stipend of \$3,000 will be established

for an existing MCS librarian to assist with supporting the library at Elliott Alternative Education Center and Tuolumne TK-8 school. The stipend will be paid on the regular stipend payment schedule and shall be prorated for less than a full year of service. The parties agree to expedite this stipend via MOU, including agreement on the duty statement. Selection of the certificated librarian to receive and perform the duties for this stipend will follow an informal interview process after soliciting interest from current MCS certificated librarians. The District Chairperson, Library Services stipend position shall be deleted from the Flat Rate Extra Duty Stipend Salary Schedule.

- Dual Language Stipend – (\$1,000 per year) – Dual Language teachers with an assignment instructing in the DLA program. The stipend will be paid each semester and will be prorated for less than a full year of service.

L. STEAM Proposals

- 5: 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.

M. Hourly Rates

- ~~-6: Effective upon ratification of the tentative agreements by both parties, the following increases to the Hourly Direct Instructional Program Schedule will be implemented~~
Effective upon ratification of the 2023-24 tentative agreement by both parties, the Curriculum Development and In-Service participant rates will be implemented as follows:

Curriculum Development	\$40.00 <u>\$45.00</u>
In-Service Participation	\$30.00 <u>\$35.00</u>
Hourly Direct Instructional Program Schedule increase	pay 17.5% <u>\$50.00</u>

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.

N-L. Combination Class Stipend:

TK-6 classroom teachers assigned a combination class shall be paid a stipend equal to the Optional 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.

O-M. TK-6 Class Size Overages

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

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

~~N. Grade 9-12 Instructional Minute Committee~~

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

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

~~The Committee shall consist of four (4) MTA unit members and four (4) management members.~~

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

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

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

~~Following the receipt of the end-of process summary, either MTA or the District may request to bargain items within the scope of bargaining. A request to bargain must state the rationale and identify those subjects within the scope of bargaining that are reasonably impacted by the~~

1 ~~request. An initial negotiation session will be held within thirty (30) calendar days following~~
2 ~~the request to bargain.~~

3
4
5 P. Substitute Differential – Effective upon ratification of the 2023-24 tentative agreement, the
6 substitute differential for certificated staff (with the exception of those noted on the
7 substitute salary schedule) shall be the applicable approved and/or temporary substitute
8 daily rate of pay.

Modesto City Schools

Duty Statement

Librarian Delegate Stipend

<u>Applicable to:</u>	Tuolumne Middle School/Elliott Alternative Education Center (one Stipend servicing both sites)
<u>Stipend Amount:</u>	5% of Base Rate on Flat Rate Extra Duty Stipend Salary Schedule (Various Grade Levels)
<u>Effective:</u>	2024-25 school year and ongoing

Expectations and Specific Responsibilities:

1. Develop and maintain a comprehensive collection development plan for the Elliott and Tuolumne libraries, ensuring it aligns with the educational goals and needs of the community.
2. Evaluate the current collection regularly, identifying gaps and areas for improvement, and make recommendations for necessary acquisitions and deselections.
- ~~3. Collaborate with library staff and educators to determine the specific needs of each library within the district, taking into account grade levels, curriculum, and student interests.~~
4. Research and identify new and relevant titles, series, and resources to enhance the library collection, considering both print and digital materials.
5. ~~Manage Work~~ within a budget for book acquisitions, making efficient and cost-effective purchasing decisions while maximizing the collection's quality and diversity.
- ~~6. Establish relationships with book vendors, negotiate terms and discounts, and maintain accurate records of orders and expenditures.~~
- ~~7. Stay informed about trends and developments in library science, publishing, and education to inform the selection of materials.~~
8. Monitor and track the circulation and usage of library materials to inform future purchasing decisions and assess the collection's effectiveness.
9. Ensure that the collection reflects diverse voices, perspectives, and cultures, promoting inclusivity and equity in library resources.
10. Elicit input and feedback on the library collection from the site, to maintain a collection that meets the needs of the specific grade levels and students' interests.
11. Collaborate with teachers, students, and other stakeholders to encourage input and feedback on the library collection.
12. Keep up-to-date with copyright and licensing issues related to library materials, ensuring compliance with legal requirements.
13. Maintain accurate records and reports on collection development activities and expenditures.

DRAFT - Proposed for the start of the 2024-2025 School Year

Base Rate	\$60,000		Tentative Agreement - May 10, 2024
Current 7-12 Stipends to Sunset	Percentage	Amount	Duties
Instrumental Music	4.50%	\$2,700	Sunset after the 2023-2024 school year
Vocal Music	6.00%	\$3,600	Sunset after the 2023-2024 school year
Assistant Band Director	2.00%	\$1,200	Sunset after the 2023-2024 school year
Dance	2.50%	\$1,500	Sunset after the 2023-2024 school year
Dramatics	5.00%	\$3,000	Sunset after the 2023-2024 school year
Instrumental Music (JH)	1.75%	\$1,050	Sunset after the 2023-2024 school year
Vocal Music (JH)	1.75%	\$1,050	Sunset after the 2023-2024 school year
Chorus (ELM)	2.75%	\$1,650	Sunset after the 2023-2024 school year
Orchestra (ELM)	2.75%	\$1,650	Sunset after the 2023-2024 school year
9-12 Type of Stipend - Credentialed employees only	Percentage	Amount	Duties
Marching Band	9.25%	\$5,550	<ul style="list-style-type: none"> * Minimum of 4 District approved/funded adjudicated events in the marching band season * Minimum average of 10 hours per week practice * Includes the time to work on logistics of the team * Can't receive an 8th period stipend for the same work * Grades required
Assistant Marching Band	6.50%	\$3,900	<ul style="list-style-type: none"> * Assist Marching Band director * Attend all practices and events * Can't receive an 8th period stipend for the same work * Can't also receive the Marching Band stipend
Winter Percussion	4.50%	\$2,700	<ul style="list-style-type: none"> * Minimum of 4 District approved/funded adjudicated events in the winter percussion season * Minimum average of 10 hours per week practice * Includes the time to work on logistics of the team * Can't receive an 8th period stipend for the same work * Grades required
Winter Guard	4.50%	\$2,700	<ul style="list-style-type: none"> * Minimum of 4 District approved/funded adjudicated events in the winter color guard season * Minimum average of 10 hours per week practice * Includes the time to work on logistics of the team * Can't receive an 8th period stipend for the same work * Grades required
Jazz Band	3.00%	\$1,800	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events (one event may be the MCS festival) * Only available at sites that offer Jazz Band as a stand-alone course
Orchestra	3.00%	\$1,800	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events (one event may be the MCS festival) * Only available at sites that offer Orchestra as a stand-alone course
Concert Band	2.00%	\$1,200	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events (one event may be the MCS festival) * Only available at sites that offer Concert Band as a stand-alone course
Symphonic Band	2% 2.5%	\$1,500	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events (one event may be the MCS festival) * Only available at sites that offer Symphonic Band as a stand-alone course
Guitar Ensemble	1.50%	\$900	<ul style="list-style-type: none"> * Minimum of 2 concert events * Only available at sites that offer Guitar as a stand-alone course
Wind Ensemble	2% 3%	\$1,800	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events (one event may be the MCS festival) * Only available at sites that offer Wind Ensemble as a stand-alone course

Pep/Modern Band	3.00%	\$1,800	<ul style="list-style-type: none"> * Minimum of 4 sporting events * Minimum of 2 out-of-school time District approved/funded events to support school culture * Available at sites that offer Pep/Modern Band as a club or as a stand-alone course * This stipend is not able to be combined with the Marching Band stipend, unless it is a different group of students
Advanced Choir	2% 3%	\$1,800	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events * Only available at sites that offer Advanced Choir as a stand-alone course * If a site has a combined choir course, only the Beginning Choir stipend would be available
Intermediate Choir	2% 2.5%	\$1,500	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events * Only available at sites that offer Intermediate Choir as a stand-alone course * If a site has a combined choir course, only the Beginning Choir stipend would be available
Beginning Choir	2.00%	\$1,200	<ul style="list-style-type: none"> * Minimum of 2 concert events * Minimum of 2 District approved/funded adjudicated events * Only available at sites that offer Beginning Choir as a stand-alone course * If a site has a combined choir course, only the Beginning Choir stipend would be available
Musical Theater (Music Director)	3.00%	\$1,800	<ul style="list-style-type: none"> * Minimum of 1 theatrical musical in partnership with the Theater teacher * Only available at sites that have a Theater program * If no musical is planned for the year, this stipend is not available
Dance Production	3% 4%	\$2,400	<ul style="list-style-type: none"> * Minimum of 2 concert events * Only available at sites that offer dance classes * Includes the choreography and logistical work for performances
Theater Director	5.00%	\$3,000	<ul style="list-style-type: none"> * Minimum of 2 full theatrical performances * Includes set building and design supervision * The director needs to be the teacher of record * Only available at sites that offer theater courses
Choreographer	1.00%	\$600	<ul style="list-style-type: none"> * Separate and apart from Dance Production stipend (i.e., for choreography, for musical theater/drama work not related to dance productions) * Non duplicative (no double dipping) * One (1) stipend per 9-12 site per year
7-8 Type of Stipend - Credentialed employees only	Percentage	Amount	Duties
Junior High Band Director	3.00%	\$1,800	<ul style="list-style-type: none"> * Minimum of 2 concert events * Only available at sites that offer Band as a stand-alone course
Junior High Orchestra Director	3.00%	\$1,800	<ul style="list-style-type: none"> * Minimum of 2 concert events * Only available at sites that offer Orchestra as a stand-alone course
Junior High Choir Director	2.00%	\$1,200	<ul style="list-style-type: none"> * Minimum of 2 concert events * Only available at sites that offer Choir as a stand-alone course
TK-6 Music - Credentialed employees only	Percentage	Amount	Duties
Elementary Instrumental Music	1.50%	\$900	<ul style="list-style-type: none"> * 1.5% stipend per TK-6 school assigned (For example, if a teacher is assigned two TK-6 sites, they would receive 3%, if they are assigned three TK-6 sites, they would receive 4.5%) * Attend/participate in all district level elementary festival concert (minimum of 4 per year) * Per assigned site, participate in after/before school concerts/events (minimum 2 per year) i.e. winter concert, spring concert, back to school night, PTA after school meetings. * Events during school time such as assemblies DO NOT count toward the concert count. The stipend is for activities outside of normal work hours.

Elementary Vocal Music	3.00%	\$1,800	<ul style="list-style-type: none">* Weekly rehearsals before school/after school, during prep time, during lunch time (minimum average 45-60 minutes per week)* Attend/participate in district level elementary festival concert (minimum of 1 per year)* Participate in after/before school concert/events (minimum 2 per year) ie. winter concert, spring concert, back to school night, PTA after school meetings.* Events during school time such as assemblies DO NOT count toward the concert count. The stipend is for activities outside of normal work hours.
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ARTICLE X

HEALTH AND WELFARE BENEFITS

A. Health Benefit Committee

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

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

Commencing with the 2024-25 school year, the Health Benefits Committee shall meet no later than January 31, 2025 to continue to explore potential health benefits cost containments to help reduce employee out-of-pocket costs. The Committee may retain the services of a health insurance broker as a resource when needed. The Committee shall meet every other year going forward.

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

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

Each MTA member will receive a ~~two thousand dollar (\$2,000)~~ two-hundred fifty dollar (\$250) stipend for service on the Committee (stipend to be applied and paid during years when the Committee meets to perform its work as described herein).

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

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

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

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

- 1 C. The Association reserves the right to change carriers for vision and dental insurance with
2 mutual agreement with the District.
3
- 4 D. Effective April 1, 1995, employee health and welfare benefits will be administered through
5 the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible
6 Benefits Plan. Employees will have the option of purchasing health and welfare plans
7 (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any
8 remaining contribution into a “qualified benefit” as defined by Internal Revenue Code
9 Section 125. The employee will have the further option of taking any or all of the District’s
10 fringe benefit contribution as cash, on which federal and state taxes will be calculated as
11 applicable.
12
- 13 E. 1. Effective January 1, ~~2023~~ 2024, the District shall contribute up to ~~eight~~ nine hundred
14 dollars (~~\$800~~ \$900) per month for full time unit members toward the purchase of District
15 approved insurance plans. Effective January 1, 2025, the District shall contribute up to
16 one thousand and fifty dollars (\$1,050) per month for full time unit members towards the
17 purchase of District approved insurance plans. The District contribution shall be prorated
18 pursuant to Paragraph B above.
19
- 20 2. Effective with the Open Enrollment period for coverage in the 2021 benefit year (January
21 1 to December 31), each eligible employee shall be required to enroll in the District-
22 selected medical health and welfare program. However, the District shall permit an
23 eligible employee to opt out of the District’s medical health and welfare program if the
24 eligible employee can provide sufficient proof to the District of other group medical
25 health insurance coverage. The term “other group medical health insurance coverage”
26 shall not include Covered California or a Health Care Sharing Program. An employee
27 who opts out pursuant to this term does not receive cash in lieu.
28
- 29 3. Cash in Lieu - An employee hired on or after July 1, 2020 shall not be eligible to receive
30 a cash in lieu benefit. An employee hired before July 1, 2020 and who currently is
31 enrolled in District-selected medical health and welfare program has until the end of the
32 Open Enrollment period for coverage in the 2021 benefit year to opt out of the District’s
33 medical health and welfare program, and in accordance with this paragraph receive \$250
34 per month cash in lieu. An eligible employee who provides certification of other group
35 medical health insurance coverage may opt to have the District pay \$250.00 per month,
36 cash in lieu. Such amount shall be prorated accordingly.
37

38 Such payment shall be in lieu of medical health and welfare program coverage paid by the
39 District and shall be initiated only following the employee’s certification, on a form
40 prescribed by the District, of alternative other group medical health insurance coverage.
41 An eligible employee receiving cash in lieu must submit a cash in lieu request annually
42 during open enrollment to renew and certify medical health benefit coverage under a
43 group plan. The District may grant on a case by case basis, extensions to complete the
44 certification process if additional information is needed to satisfy the requirements. ~~An~~
45 ~~employee hired on or after July 1, 2020 shall not be eligible to receive a cash in lieu~~
46 ~~benefit. An employee hired before July 1, 2020 and who currently is enrolled in District-~~

1 ~~selected medical health and welfare program has until the end of the Open Enrollment~~
2 ~~period for coverage in the 2021 benefit year to opt out of the District's medical health and~~
3 ~~welfare program, and in accordance with this paragraph receive \$250 per month cash in~~
4 ~~lieu.~~

5
6 Effective July 1, 2023, an employee eligible for cash in lieu is defined as an employee
7 hired before July 1, 2020 and who is receiving cash in lieu during the 2023 benefit year.
8 Going forward, an employee receiving cash in lieu may, during the open enrollment
9 period, elect to enroll in the District's medical health and welfare program. However, an
10 employee enrolled in the District's medical health and welfare program shall not be
11 allowed to receive cash in lieu if electing to opt out of the program. The intent is to not
12 allow additional employees to receive cash in lieu beyond those already receiving cash in
13 lieu during the 2023 benefit year. With each open enrollment, employees shall continue
14 to be able to opt out pursuant to meeting the requirements in item E.2 above.

- 15
16 4. The District's contribution amount shall be applied first to Medical, second to dental and
17 third to vision. Dental and vision are optional coverage. In the event the cost of the
18 health and welfare benefit coverage (medical, dental, or vision) exceeds the District's
19 contributions, each eligible employee shall be responsible for the additional cost which
20 shall be made by mandatory monthly deductions.
21
22 5. Notwithstanding Paragraph ~~E-5~~ E 2, above, an employee hired on or after January 1,
23 2021, may not opt out of medical coverage if required by the District's healthcare plan
24 provider.
25
26 6. The District recognizes that Health & Welfare premium rates may change mid-year and
27 will increase the additional contribution to the minimum amount necessary to be
28 compliant with the Affordable Care Act laws based on a calculation of Range 1/Step 1 of
29 Salary Schedule A. The additional cost will be calculated, applied, and recognized
30 towards the amount eligible for the following year's negotiations.
31
32 7. District employees who are married (or domestic partners) may combine monthly health
33 and welfare benefit contributions to purchase a family coverage plan in a District
34 approved medical health and welfare program.
35
36 8. Effective January 1, 2021, the District shall pay for whole group term life insurance with
37 a benefit of \$50,000 to employees as part of the employee benefit package. The District
38 shall have the authority to select the insurer for this benefit in consultation with the
39 Association. The Association agrees that this benefit shall resolve any dispute, including a
40 claim for back pay related to prior contributions by members.
41
42 F. Open enrollment period shall be scheduled as determined by the District's insurance
43 provider within the calendar year.
44
45

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

2
3 The following are criteria for administering the program:

- 4
- 5 1. Active employees must retire in a Modesto City Schools' health plan to be eligible
 - 6 for coverage.
 - 7 2. Retired employees who leave MCS' health program may return only during open
 - 8 enrollment.
 - 9 3. Early retirees, retirees >65 without Medicare, and retirees with Medicare, shall be
 - 10 included in the program.
 - 11 4. Early retirees and retirees without Medicare will be charged the same rate as the
 - 12 active employees.
 - 13 5. Retired employees' spouses with coverage at the time of death shall have the right
 - 14 to continue coverage for his/her life at their own expense.
- 15

16 H. Retired Teachers

- 17
- 18 1. As of July 1, 2022, the District's funding of the MTA Medical Benefits Trust in the
 - 19 current year shall be based on .50% of the certificated salaries (unrestricted resources
 - 20 only (1000-1999) excludes object code 1300-1399 (certificated management) and
 - 21 benefits) as calculated on the unaudited actuals for the prior fiscal year. The funding
 - 22 shall be paid as follows:

23

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

28

- 29 2. Each year month, a list of retiree participant names will be provided to MTA for
 - 30 review to ensure that only former MTA members are included in the retiree participant
 - 31 pool.
 - 32 3. The District shall continue current plan for reimbursement of medical premium with
 - 33 retirees and MTA Medical Benefits Trust. This plan may be changed by mutual
 - 34 agreement.
- 35

36 I. Hourly Employees – Purchase of Health Insurance

37

38 Substitute teachers who meet eligibility criteria or hourly employees, including independent

39 study hourly teachers, may purchase health insurance which is covered by the District

40 program in accordance with federal laws:

41

- 42 1. Pre-payment arrangements acceptable to the District Business Office are executed in
- 43 writing.
- 44 2. Bargaining unit members under contract with the District 20% or more may purchase
- 45 dental insurance subject to prior arrangements satisfactory to the District Business
- 46 Office.

- 1 3. If purchasing Modesto City Schools insurance, all ~~Child Development Early~~
2 Childhood Education groups shall receive the health and welfare premium
3 contribution referenced in Paragraph ~~ED~~ 1 and 2 (employees who work 60-100%) and
4 shall be subject to the same requirements set forth in Paragraph ~~ED~~. Service between
5 25-59% will be eligible for a percentage of the District Contribution.

ARTICLE XIII

TRANSFERS

A. GENERAL

1. “Transfer” Defined: A transfer is the movement of an employee to a different site or school. The District may transfer staff members within the same district or between districts in accordance with student, school, program and District needs and the guidelines in this Article.
2. “Vacancy” Defined: The term “vacancy” shall mean any unfilled, known anticipated unfilled, or newly created 1.0 FTE position (after internal site movements/reassignments have been completed).
3. “District Seniority” Defined: For the purpose of this Article, District seniority is the first day the employee worked in continuous service in the “combined” district (either the elementary or high school district) in a bargaining unit position.

In addition, any employee who has probationary or permanent status in either the elementary or high school district who transfers between these two districts in the “combined” district shall retain his/her probationary or permanent status and legally defined order of employment.

Before April 15 of the school year prior to the school year in which a transfer is effective, employees who submit employee-initiated transfer requests for the same position that are determined to be equally best qualified by the District, the District shall use District-wide seniority as defined below:

- a) Employees with the same initial date of service shall have their seniority number determined by lot.
 - b) The lottery shall be conducted in the presence of at least one (1) Association representative. Once the lottery is used to determine an employee’s seniority, that seniority shall remain in effect for the employee while employed in the District.
 - c) If an employee works in a non-bargaining unit position within the District, that employee does not accrue seniority for the purposes of this Article while working on such an assignment.
 - d) An employee on an approved leave of absence, other than to a non-bargaining unit position within the District, shall continue to earn seniority while on such leave.
 - e) An employee’s seniority shall accrue during layoff.
4. Alternative Education: Teachers may not be transferred into the Alternative Education Programs without volunteering.

- 1 5. Assignments: Prior to commencing the internal rounds below, the District shall notify
2 bargaining unit members of their tentative assignments for the following school year.
3 This notice does not prohibit the District from non-reelecting probationary employees,
4 conducting a reduction in force, or initiating the disciplinary process. Assignments at
5 each site shall be determined before any provision of the Transfer Article can be
6 implemented.

7
8 Once assignments have been made and after the start of the school year, teachers in
9 categorically funded programs will not be included in transfer for shifting and declining
10 enrollment.

- 11
12 6. Involuntary Relocation within or between school sites: The classroom teacher that is
13 involuntarily relocated to another classroom shall be provided a substitute teacher for one
14 student instructional day (relocation during the school year) or compensated at the
15 teacher's hourly rate for a minimum of two (2) hours (relocation outside the school year).
16 Additional time may be authorized as determined by the site administrator. This time is
17 provided to permit the teacher to prepare for relocating his or her materials and to set up
18 the new classroom. This term excludes counselors, itinerant employees, or teachers
19 currently sharing a classroom.

20
21 7. Incentives:

- 22 a) Hiring Incentive: The District, after consulting with the Association, may offer
23 incentives (i.e. hiring bonus) to bargaining unit members who are hired into or
24 voluntarily transfer into identified "hard to fill" positions.
25 b) Early Notification Incentive: Commencing the 2021-22 school year, the District
26 will make a one-time payment of \$2,500 to a permanent certificated employee
27 that, by the first Friday in December, submits an irrevocable letter of resignation
28 that is effective at the end of the current school year.

29
30 B. TRANSFER & REASSIGNMENT TIMELINES

- 31
32 1. The Association and District agree to the following Transfer & Reassignment timelines, to
33 be further detailed in the sections below and in Article XIV Reassignments:
34 a. First Friday in December: Early Notification Incentive
35 b. First Friday in the first week back from Winter Break: District notification sent to
36 all certificated staff regarding transfer process which includes the following:
37 i. Specify the week teacher assignments will be issued.
38 ii. Summary of timeline for teachers wishing to object to their assignment
39 and when site administrator responses are due, as noted in Reassignments
40 Article XIV
41 c. Prior to March 1: Overstaffing process completed
42 d. Internal Round (as defined below)
43 e. Upon completion of Internal Round: For no more than ten (10) work days, new
44 hires from the District New Hire Pool will be placed into unfilled vacancies
45

- 1 f. Upon closure of New Hire Pool Placement Window to ~~June 30~~ May 31: All
2 remaining vacancies posted internally and externally
3 g. ~~July 1~~ June 1 to January 31: Internal applicants may fill vacancies during this time
4 by agreement of Associate Superintendent, Human Resources, or designee, site
5 administrators and the applicant
6

7 C. ADMINISTRATIVE TRANSFERS EXCLUSIVE OF SHIFTING/DECLINING
8 ENROLLMENT
9

10 1. An administrative transfer shall only be made if either:
11

- 12 a) the staff member agrees to the transfer, or
13 b) pursuant to the following procedure:
14

- 15 1) The site administrator meets with the credentialed employee to notify the
16 employee of the proposed transfer. Within five (5) working days after the
17 meeting the employee is notified in writing of his/her probable transfer prior to its
18 submission to the Superintendent or his/her designee. The employee shall be
19 advised that he/she has specified time requirements to meet. Except in
20 extraordinary cases, prior to initiating an administrative transfer the site
21 administrator shall have had multiple documented meetings, such as conference
22 summaries, desk memos, letters of reprimand, notice of unprofessional conduct,
23 or unsatisfactory observations/evaluations, etc. to address concerns with the
24 certificated employee. Involuntary administrative transfers shall not be arbitrary
25 or capricious.
26
27 2) If the employee so requests within five (5) working days after written notification,
28 the initiating administrator a designee from Human Resources and employee shall
29 meet within five (5) working days to attempt to resolve existing differences. This
30 meeting shall be held prior to the submission of the recommendation to the
31 Superintendent or his/her designee. The employee shall have the right to be
32 represented at the meeting. If the employee has not given twenty-four (24) hours
33 advance notice to the site administrator, the site administrator may reschedule the
34 meeting if he/she also wishes to have assistance at the meeting. Within five (5)
35 working days following the meeting, the Human Resources designee shall
36 respond to the employee in writing.
37
38 3) Upon written request, the employee shall be provided with a written statement of
39 the reasons for the recommended transfer.
40
41 4) Following the meeting with receipt of the written response from the initiating
42 administrator designee from Human Resources, the employee may, within five (5)
43 working days, request in writing a meeting with the Superintendent or his/her
44 designee to resolve remaining differences. This meeting shall be held prior to
45 authorizing the transfer. The employee shall have the right to representation at
46 this meeting.

2. In administrative transfers, the certificated employee shall have the right to indicate a preference for any vacancies that exist at the time of transfer. Reasonable efforts will be made to find a new assignment that is satisfactory for the employee.
3. An employee who has submitted a resignation/retirement effective at the close of the current school year shall not be transferred except under circumstances that provide no other reasonable alternative. Such resignation/retirement may not be withdrawn once accepted by the Board or its designee unless agreed to by the District.
4. Except in extraordinary circumstances, certificated employees transferred under this section shall not be subject to another involuntary transfer for two (2) work years (i.e., the first year following the transfer and the subsequent year).
- 4.5. Except for good cause, such as program changes, resignations, retirements or unexpected changes that necessitate transfer, the District shall make a good faith effort to notify employees by at least five (5) working days before the last day of school, of their involuntary transfer for the subsequent year. If it becomes necessary to initiate a transfer after five (5) working days before the last day of school, the employee shall be notified in keeping with b-4 above. The above timelines apply to transfers which shall be effective the following school year. The above timelines ~~shall~~ may be shortened if such transfer is to occur during a given academic year.

D. ADMINISTRATIVE TRANSFERS NECESSITATED BY SHIFTING/DECLINING ENROLLMENTS ("Overstaffing")

1. Prior to March 1, the District shall complete overstaffing.
2. Volunteers shall be solicited by the District from the school(s)/grade levels where any such overstaffing exists at grades TK-12. Should multiple employees volunteer, the employee with the greatest District-level seniority shall be selected.
3. When a school/department/subject area is determined to be overstaffed, no more teachers will be transferred to vacancies in the District than is necessary to bring the overstaffed school/department into balance.
4. The District shall determine whether or not overstaffing exists at each school. The District shall determine the department/subject area(s) at each school where any such overstaffing exists at grades 7-12.
5. The District shall notify each certificated employee in the overstaffed school/subject area/department where any such overstaffing exists at grades 7-12.
6. If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position at another site in the District, the District may deny the request to transfer if the District cannot reschedule the remaining employees such that the overstaffed departments are not reduced at least .5 FTE by the reshuffling.

- 1 7. If in grades 7-12, volunteers are not available to transfer to a vacancy at another site, the
2 least senior person by District-wide seniority (the first day the employee worked in
3 continuous service in the District) who is more than .5 FTE in the overstaffed department
4 will be transferred.
5
- 6 8. In grades TK-6, should no one volunteer to leave the overstaffed grade level, the class
7 with the least senior teacher shall be collapsed. If in grades TK-6, should no one
8 volunteer to transfer to a vacancy at another site, the least senior teacher in the
9 overstaffed grade level will be transferred. The least senior teacher that is transferred
10 shall have the right to return to the school site the following school year and shall not be
11 involuntarily transferred because of shifting or declining enrollment for eighteen (18)
12 months. The returning teacher will be included in the steps of the staffing process at the
13 site to which s/he is returning.
14
- 15 9. Employees involved in involuntary transfers for the following school year, as defined in
16 this section, shall receive notice prior to the employee-initiated transfer/internal rounds
17 below, or within a reasonable time after the District has determined that overstaffing
18 exists.
19
- 20 10. Time shall be arranged for employees involved in involuntary transfers to meet with the
21 appropriate administrative personnel involved with a known vacancy. Release time will
22 only be offered at the District's discretion. An employee may be granted a maximum of
23 three (3) site meetings.
24
- 25 11. If, after an involuntary transfer has been accomplished, a position for which the
26 transferred employee is qualified subsequently opens in the school from which the
27 employee was transferred, the employee shall be given first priority for reinstatement
28 within eighteen months if he/she so desires. If the specific assignment previously held
29 reopens in the initial school within eighteen months from the date of transfer, the
30 employee who was transferred shall be transferred back to the initial school upon written
31 request by the closing date for the vacancy.
32

33 E. ADMINISTRATIVE TRANSFERS NECESSITATED BY SCHOOL CLOSURE
34

- 35 1. If a particular school is closed, those employees who are eligible for continuing
36 employment in the District shall have the same priority for filling vacant positions as
37 employees at the same school or schools at which the students for the closing school are
38 being placed for the coming school year.
39
- 40 2. Regular employees who are not assigned to the new school, as a result of the actions in
41 paragraph 1, and who are eligible for continuing employment in the District, shall, based
42 upon District seniority, be given first right of refusal for not more than the next three (3)
43 open positions for which he/she is qualified in the District. Employees not placed by
44 August 15 shall be assigned in accordance with the procedures for Administrative
45 Transfers Exclusive of Shifting/Declining Enrollment.
46

1 F. EMPLOYEE INITIATED TRANSFERS

2
3 1. Internal Round:

- 4
- 5 a. Following review of staffing levels and site/District needs, including completion of
- 6 the overstaffing process, the following process shall be used to fill vacant positions
- 7 prior to assigning recruit candidates:
- 8
- 9 b. By first Friday following winter break, the District will notify all bargaining unit
- 10 members describing the internal round process, which will include the following:
- 11 i. Internal Round Window dates.
- 12 ii. A description of application process.
- 13 iii. A bargaining unit member's most recent evaluation must be satisfactory.
- 14 iv. A bargaining unit member must respond to an offer within 24 hours.
- 15 v. If there is only one applicant the unit member will be granted an interview
- 16 with the site administrator.
- 17 vi. A bargaining unit member granted a transfer will remain on his/her evaluation
- 18 cycle subject to the terms in the evaluation article.
- 19
- 20 c. Internal Round Process: Following the overstaffing process, the District will post all
- 21 known and anticipated vacancies for two (2) work days for internal certificated staff
- 22 only.
- 23 i. Upon completion of the first internal round, a second internal round will be
- 24 completed. Posting of the subsequent vacancies shall be for two (2) work days
- 25 for internal certificated staff only.
- 26 ii. Should no internal candidate apply in the first round, those vacancies shall be
- 27 posted in the second round.
- 28 iii. If there is only one applicant, the unit member will be granted an interview
- 29 with the site administrator.
- 30 iv. The "internal round" process is to be completed prior to assigning new hire
- 31 recruit candidates.
- 32
- 33 d. The Associate Superintendent of Human Resources or administrative designee, with
- 34 site principals, will make all final decisions on employee initiated transfers.
- 35 Interviews will be arranged as necessary.
- 36
- 37 e. An employee who is not granted an employee initiated transfer will be granted, upon
- 38 written request, a meeting with the Associate Superintendent of Human Resources to
- 39 discuss the reasons for denial.
- 40

41 G. NEW TEACHER/DISTRICT POOL

- 42
- 43 1. Upon completion of internal rounds, for no more than (10) work days, the District will
- 44 place new hire recruits from a District Pool into remaining unfilled vacancies. Should
- 45 there not be a position for a new hire recruit after internal rounds the new hire recruit will
- 46 be placed in the next vacancy for which they are properly credentialed after that position

1 has been posted once. New hire recruits may interview for that posted vacancy.

2
3 H. VACANCIES AFTER INTERNAL ROUND/POOL PLACEMENTS
4

- 5 1. Upon closure of New Hire Pool Placement Window to ~~June 30~~ May 31, the District shall
6 post all known vacancies both internally and externally. The District shall make attempts
7 to balance the interview pool between internal and external applicants. Upon request, the
8 District shall provide the Association with data on the numbers of internal applicants
9 being granted or denied interviews on specific posted vacancies.
10
11 2. Employee Initiated Transfer Outside Internal Round: An employee may request a transfer
12 to a specific posted vacancy within or between elementary and high school districts. An
13 employee requesting a transfer to a specific posted vacancy shall do so in writing by the
14 closing date.
15 a. Transfer requests will be determined by qualifications and certifications.
16 b. The Associate Superintendent of Human Resources or administrative designee,
17 with site administrators, will make all final decisions on employee-initiated
18 transfers. Interviews will be scheduled as necessary.
19 c. Human Resources shall keep all data on requests for transfers and whether those
20 transfer requests are granted or denied. Transfer result data shall be shared with
21 the Association semi-annually.
22 d. Transfers shall not be denied for arbitrary, capricious, or retaliatory reasons.
23 Should a transfer request be denied, upon written request the certificated
24 employee shall have a right to a written response that details the rationale for why
25 the transfer was denied.
26 e. Should transfer requests continue to be denied at a consistent rate, the Association
27 and the Superintendent, or their designee shall consult to address the concerns.
28 f. The District may elect to not transfer an existing employee to a position if the
29 District concludes that a suitable replacement could not be found for the
30 applicant's position. If this occurs and the applicant indicates a desire to be
31 transferred in the subsequent school year, the District may not deny the request if
32 the applicant is selected as the best qualified.
33

34 I. NOTICE OF VACANCY
35

- 36 1. Upon closure of New Hire Pool Placement Window to ~~June 30~~ May 31, seven (7)
37 calendar days after the requirements of a vacancy have been submitted to the Associate
38 Superintendent, Human Resources, it shall be posted for internal and external
39 applications.
40
41 2. A short term absence of less than (1) semester, caused by an employee being granted a
42 leave of absence, does not create a vacancy and is not subject to these posting
43 requirements.
44
45 3. Vacancy notices, except for the placement of recruits from the new hire pool, following
46 the internal rounds shall be forwarded to the Association via e-mail or other electronic

means and posted on-line. Each vacancy posting shall be for a minimum of five (5) work days. The notice shall include the closing date for applicants to submit an application. No permanent appointment to an announced vacancy shall be made until after the closing day for accepting applications.

4. In the case of leaves of absence or illness of one year or less, the employee shall be reinstated at the expiration of the leave of absence to the position previously occupied, or if that position no longer exists, as similar as possible position at that site. Position is defined as an assignment within the employee's credentialed area and not to a specific school or to a specific class level of students within any school. However, even though the employee is returning from the leave of absence, the employee is subject to the other transfer provisions.

J. TEMPORARY EMPLOYEES – TRANSFER/REASSIGNMENT

Temporary employees may be reappointed to open positions without reposting the vacancy. Exception to this would be where an administrative transfer was necessitated by shifting and declining enrollments. Such administrative transfers would be made before reappointments would be made.

K. TRANSFERS – SPECIAL EDUCATION RESOURCE SPECIALISTS

1. The District shall have the right to transfer Resource Specialists between the elementary and high school districts. The District shall notify the Resource Specialists of their intent to transfer between districts. All Resource Specialist transfers between districts shall become effective only at the beginning of the school year and shall be based on shifting/declining enrollment.
2. The District shall determine whether or not overstaffing exists between the elementary and high school district to the nearest whole FTE.
3. The District shall notify each Special Education Resource Specialist teacher in the overstaffed district of the vacant positions in the non-overstaffed district.
4. Volunteers for the vacant positions shall be solicited by the administration in the district where overstaffing exists.
5. The District may only involuntarily transfer whole FTE's (e.g. 1 FTE, 2 FTE's, etc.). The District may voluntarily transfer fractional FTE's, but under no circumstance shall there be a split assignment between the two districts.
6. If there are no volunteers to transfer to the vacant positions, the Resource Specialist teacher with the least seniority shall be transferred.
7. If more than one Resource Specialist teacher volunteers to transfer to a vacant position, the Resource Specialist teacher with the greatest seniority shall be placed in the vacant position.

1 8. Resource Specialist teachers involved in involuntary transfers shall be given first priority
2 for reinstatement within 24 months from the date of transfer if a vacancy occurs in the
3 district from which the Resource Specialist teacher was transferred.
4

5 9. Employees involved in involuntary transfers shall be notified as soon as the District has
6 determined overstaffing and completed the voluntary process.
7

8 L. TRANSFERS – FREMONT OPEN PLAN
9

10 Vacant positions in the Fremont Open Plan shall not be subject to the transfer, shifting
11 enrollment or internal posting requirements of the Collective Bargaining Agreement. All
12 vacant positions, regardless of the time of the year, shall be posted internally and externally.
13 The decision to hire an individual for a Fremont Open Plan position shall be made by the
14 interview committee which will be composed of five members, three of whom must be
15 Fremont Open Plan teachers.

ARTICLE XVI

BEGINNING TEACHER SUPPORT AND ASSESSMENT INDUCTION & INTERN SUPPORT PROGRAM

A. BTSA Induction & Intern Support Program

The BTSA Induction & Intern Support Program (“Program”) is an ~~an induction~~ program implemented under the guidelines of SB 2042 (Induction) and Title V §80033 (Intern Support) as may be amended from time to time. The Modesto Teachers Association and Modesto City Schools agree that the program supports qualifying teachers in obtaining their professional credential and providing quality teachers in every classroom. Due to teacher qualification and credential monitoring components, as well as support in instructional practice, the Program shall be a collaborative effort between the Human Resources and Curriculum and Instruction/Professional Development (CIPD) departments.

a) Participating Teachers (PT) are:

- 1) teachers in their first or second year of teaching experience with a Preliminary ~~or Clear~~ teaching credential or teacher interns
- ~~2) out of state teachers with 0-5 years of experience~~
- ~~3) out of state teachers with 6 or more years of experience who volunteer to participate in BTSA~~
- 2) 4) teachers who are otherwise identified by the CTC as being required to participate in an induction program in order to fulfill requirements for the Professional Clear Credential

b) Program Participation

Participation in the Modesto City Schools’ BTSA Induction & Intern Support program is mandatory for interns under the provisions of Title V §80033. Participation in the Modesto City Schools Program shall remain voluntary for participating teachers in Induction. However, under the provisions of SB 2042, teachers ~~may be~~ are required by the California Commission on Teacher Credentialing (CTC) to participate in an approved induction program, ~~BTSA~~, in order to earn their Professional Clear Credential. ~~Qualifying~~ Participating teachers who are not required by the CTC to complete the induction requirements specifically for earning the professional clear credential, have the option to participate in the ~~BTSA~~ Induction Program.

c) Support Provider (SP)/Mentor

1. A Support Provider/Mentor is a teacher who provides coaching and assistance to probationary and temporary teachers in their first two years of teaching, or who are otherwise identified as required to participate according to the California Commission on Teacher Credentialing regulations for credentialing. The minimum qualifications for a Support Provider/Mentor are as follows:

- 1 a. ~~A teaching certificate for the educational level of assignment of the new teacher.~~
2 a. b. At least two (2) three (3) years in the District.
3 b. e. At least two (2) years recent teaching experience in the subject area or within
4 two grade levels of the new teacher's assignment. Hold a valid teaching
5 credential.
6
7 2. In order to fill a position of Support Provider/Mentor, a notice of vacancy, which
8 includes the qualifications for the position, will be posted on-line. Posting of positions
9 and notification to the Association shall occur pursuant to Article XIII.I – Notice of
10 Vacancy. Notification shall be sent to the Association Office. The Director of Human
11 Resources, in collaboration with the PAR Committee will make recommendations to
12 the Board of Education. To be selected, individuals must meet minimum
13 requirements, be recommended by their supervisor, and complete an interview and
14 selection process, which will include for Support Providers from among the qualified
15 applicants through an examination of the qualifications submitted, three letters of
16 recommendation from certificated staff, and an interview process like the interview
17 process for regular classroom teachers. Two of the interview team members must be
18 PAR Committee members appointed by MTA. Recommendations for selection of
19 Support Providers/Mentors shall be forwarded to the Board of Education.
20
21 3. The number of Support Providers/Mentors will be determined by the ~~Director of~~
22 Human Resources District, based on the needs of the program.
23
24 4. The ~~Director of Human Resources District~~ will match ~~PT~~ Participating Teacher and
25 Support Provider/Mentors by school, subject matter (7-12) and grade level (TK-6)
26 whenever possible.
27
28 5. Support Providers/Mentors will receive a stipend per ~~PT~~ Participating Teacher
29 assigned and shall be assigned up to 4-3 PTs Participating Teachers upon mutual
30 agreement. Support Providers/Mentors will be provided with reasonable release time
31 to observe ~~PTs~~ Participating Teachers, if substitutes are available.
32
33 6. All ~~Site~~ Support Providers/Mentors with satisfactory completion of Support
34 Provider/Mentor job requirements, who wish to continue in the next year, will be
35 reappointed ~~if as~~ determined by the Senior Directors of Human Resources and CIPD in
36 consultation with PAR Committee members.
37
38 7. The parties agree to combine the Induction Support Provider and Intern Support
39 Provider stipends into a single stipend titled Teacher Induction/Intern Support
40 Provider/Mentor, effective the 2023-24 year and ongoing. Compensation for the
41 stipend shall be 4.25% 5.0% of the base rate of the Flat Rate Extra Duty Stipend
42 Salary Schedule. The parties agree to the attached Duty Statement for the stipend.
43
44
45

1 B. Director of Human Resources Program Oversight

2
3 1. The ~~Director of Human Resources~~ District will manage all respective aspects of the
4 BTSA Induction & Intern Support Program. The ~~Senior Director of Human Resources~~
5 CIPD will, in ~~cooperation~~ consultation with District staff ~~and the PAR Committee~~
6 ~~members~~, develop appropriate staff development programs for Participating Teachers.

7
8 2. ~~The Director of Human Resources will be a management position.~~

9
10 C. Application of Agreement

11
12 Except as otherwise expressly provided in this Article, the Association, the District and all
13 bargaining unit members, reserve any and all rights granted to, and remain subject to any and
14 all obligations imposed upon them by law, regulation, school district policy, or the
15 agreement.

16
17 D. Duration

18
19 The ~~BTSA Induction & Intern Support~~ Program will continue in effect from school year to
20 school year, unless either the Association or the ~~Board of Education~~ District give written
21 notice to the other party by May 1 of its intention to ~~terminate the BTSA Induction Program~~
22 ~~as of the end of that school year~~ bargain items within the scope of bargaining. Changes to
23 the Induction & Intern Support Program that impact subjects within the scope of bargaining
24 shall be subject to negotiation.