

MEMORANDUM OF UNDERSTANDING  
between  
MODESTO CITY SCHOOLS  
and  
MODESTO TEACHERS ASSOCIATION

**RE: Intersession Program & Saturday School Rate – 2024-25**

This agreement is entered into by and between Modesto City Schools and the Modesto Teachers Association. The District and Association agree to the following:


1. To address learning loss and provide remediation and opportunities for credit recovery to support efforts to improve graduation rates, the District may operate an Intersession Program during the last week of winter break and/or during the week of spring break.
2. Intersession may be offered at TK-12 sites, depending upon need and the ability to staff and operate the program. The District may combine and/or cancel classes based on student enrollment. Teachers will be paid for the actual number of days worked, which may be less than the maximum.
3. The intent and focus of the District's Winter and Spring Intersession programs is to offer an in-person program with students and staff physically reporting to the respective school sites to which they are assigned. As such, Intersession positions are open to staff who can report in-person.
4. Intersession will consist of up to five instructional days for each session offered – winter break and spring break respectively.
5. Intersession will be up to 6 hours with a 15-minute morning break.
6. Teachers will receive a minimum 30-minute duty-free lunch.
7. Intersession will be structured in person. Class size will be a minimum of 10 students (TK-6) and 15 students (7-12) and the maximum will be the same as contractual class size maximums during school year. Exceptions to class size minimums may be made with mutual agreement of the parties.
8. Compensation for teachers will be at \$80 dollars per hour for the days of intersession. Teachers in TK-6 who teach academic remediation will be compensated for 30 minutes of preparation for the intersession period (week). This amount will be divided proportionally in split assignment situations.
9. Teachers selected to teach intersession may be required to attend four (4) hours of training prior to intersession. This training will be paid at the participant rate.
10. The expectations for teachers selected for intersession include, but are not limited to:
  - a. Monitor and provide support to students, including but not limited to, students who may be working to remediate coursework outside of the assigned teacher's content area.
  - b. Provide instruction and assign work (for students remediating through traditional course curriculum) and/or facilitate, teach and provide curricular support (for students remediating through APEX and Board adopted curriculum).
  - c. Assess/grade student work.
  - d. Communicate with parents/families regarding student progress in intersession.

11. Teachers not teaching intersession can agree to remediation of grades for students in classes they previously taught. This would be pre-arranged between the administrator, intersession teacher and teacher of record.
12. Participation in the intersession program by teachers of record, including whether to allow for remediation of work resulting in grade changes, is voluntary.
13. Students who attend intersession daily for the allocated time period and work diligently as instructed during the allocated time period will receive a raised grade and/or be provided targeted academic or enrichment support.
14. The existence of intersession does not preclude classroom teachers from providing opportunities for students to remediate grades outside of intersession.
15. Selection of teaching staff for intersession will follow the process outlined below:
  - a. 7-12:
    - i. Principals will solicit interest from certificated staff at the site.
    - ii. If there are more staff than positions needed, those with the most District seniority from (a.i) above will be selected for the opportunity.
    - iii. If there are fewer staff than positions needed, the opportunity will be provided to staff at other sites.
  - b. TK-6:
    - i. Principals will solicit interest from certificated staff in the same grade level at the site where the intersession is offered.
    - ii. If there are more staff than positions needed, the teacher with the greatest District seniority in the grade level who expressed interest will be selected for the position.
    - iii. If there are fewer staff interested in the grade level than positions needed, principals will solicit interest from any certificated staff at the site and select the teacher(s) for the program.
16. Service in intersession will not result in the granting of rights for intersession, summer school, ESS, RISE or other assignments.
17. A teacher selected for intersession is expected to commit for the entire week; staff may share or split an intersession assignment, with prior administrative approval.
18. Should the need arise to collapse or close classes for intersession, the following sequence will be used:
  - i. Solicit volunteers willing to discontinue their intersession assignment
  - ii. Combine classes and reduce teacher who is least senior (based on District seniority). At the District's discretion, the District may approve a team-teaching arrangement (i.e., split assignment – e.g., 2 days/3 days) when combining classes.
  - iii. A tie in seniority will be resolved by lottery.
19. This MOU shall replace the previous MOU: Intersession Program for the 2023-24 school year and going forward.
20. Should the District not be able to find enough MCS teachers to fill all teaching positions for intersession, the District may utilize certificated substitutes to fill positions.




Saturday School:

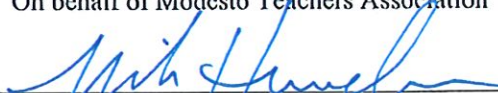
1. The compensation rate for Saturday School shall be \$50 per hour (also referenced in the MOU – 9-12 Credit Recovery Options – 2024-25).
2. Should the need arise to close/cancel Saturday School, the following sequence will be use:
  - a. Solicit volunteers willing to forgo/discontinue their Saturday School assignment.
  - b. Close the class and reduce least senior teacher (based on District seniority).
  - c. A tie in seniority will be resolved by lottery.
  - d. If a teacher scheduled for Saturday School is contacted and informed of the cancellation of their class by 4:00 PM the Friday before, the teacher will receive no compensation.
  - e. If the teacher is contacted and informed of the cancellation of their class less than one hour before the start time for Saturday School, they will be compensated for one (1) hour by pay claim. If they arrive in person to Saturday School and are informed of the cancellation, they will be compensated for two (2) hours by pay claim.
  - f. Notification via message left on voicemail, text message, etc. to the contact number on file constitutes contacting and informing the teacher as referenced in item #2 above.
  - g. All other Saturday School compensation will be based on existing contract language in Article XXII Additional Programs.
3. The provisions of this Agreement shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose.

  
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Yaser Herrera, Executive Director  
On behalf of Modesto Teachers Association

Dated: 10/18/24

  
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Chris Peterson, President  
On behalf of Modesto Teachers Association

Dated: 10-18-24

  
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Mike Henderson,  
Associate Superintendent, Human Resources  
On behalf of Modesto City Schools

Dated: 10/18/2024