

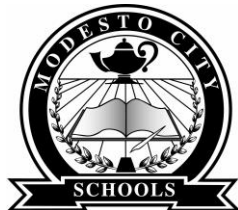
**MODESTO CITY  
SCHOOLS**

**and**

**MODESTO TEACHERS  
ASSOCIATION**

**COLLECTIVE BARGAINING  
AGREEMENT**

**2023-26**

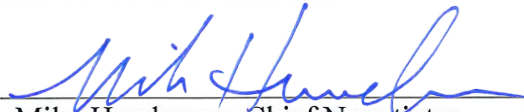


**AGREEMENT**  
**Between**  
**MODESTO CITY SCHOOLS**  
**And**  
**MODESTO TEACHERS ASSOCIATION**

The 2023-26 Collective Bargaining Agreement between the Modesto City Schools and the Modesto Teachers Association shall contain all of the provisions of the 2022-23 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  \_\_\_\_\_ 05/21/2024  
Mike Henderson, Chief Negotiator Date

**MODESTO TEACHERS ASSOCIATION**

By  \_\_\_\_\_ 5-21-24  
Mike Doornewaard, Chief Negotiator Date

By  \_\_\_\_\_ 5-20-24  
Chris Peterson, President Date

By  \_\_\_\_\_ 5/20/24  
Yaser Herrera, Executive Director Date

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ARTICLE I  
AGREEMENT

1 The 2023-2026 Collective Bargaining Agreement will be effective from July 1, 2023 through  
2 June 30, 2026. 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, 2023 through June 30, 2026, unless  
6 stated otherwise in the contract.  
7
- 8 B. The District and the Association may propose reopeners for the 2025-26 school year.  
9 For the 2025-26 school year, each party shall be entitled to open up to three (3) articles  
10 each, inclusive of any new article, plus salary (Article IX), health and welfare (Article  
11 X).  
12
- 13 C. The Articles and provisions contained herein constitute a bilateral and binding  
14 agreement (“Agreement”) by and between the Modesto City Schools (“District”) and  
15 the Modesto Teachers Association (“Association”), an employee organization affiliated  
16 with the California Teachers Association and National Education Association.  
17
- 18 D. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the  
19 Government Code.  
20
- 21 E. Employee(s) used in this Agreement, shall mean a member or members represented by  
22 the Modesto Teachers Association.  
23
- 24 F. Effective upon ratification of the Tentative Agreement, a Collective Bargaining  
25 Agreement Revision Committee will be established to conduct an in-depth review of  
26 the Agreement and recommend revisions including, but not limited to, grammatical  
27 corrections; removal of obsolete references/language, letters of agreement, and  
28 memoranda of understanding; and general updating/clean-up, etc. This provision  
29 sunsets at the end of the process summary.  
30

31 The committee will submit an end of process summary of recommended revisions  
32 shared with respective bargaining teams within four months of ratification of the  
33 Tentative Agreement, excluding non-work days.  
34

35 The committee shall consist of up to four (4) MTA unit members and up to four (4)  
36 management members.  
37

38 There will be two (2) co-chairs (one MTA unit member and one management member).  
39

40 Each MTA member will receive a two-thousand dollar (\$2,000) stipend for service on  
41 the committee (stipend to be applied to the mid-month pay no later than the month  
42 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 II

RECOGNITION

1 II. RECOGNITION

2  
3 A. Modesto City Schools' Board of Education and the Modesto City Schools'  
4 District recognizes the Modesto Teachers Association as the exclusive  
5 representative of all substitutes, interns, temporary, probationary and permanent  
6 certificated employees and all hourly stipend positions in the classification of:

7  
8 Classroom teachers, special education teachers, resource specialists, adaptive  
9 physical education teachers, speech-language pathologists, psychologists, school  
10 nurses, CTE teachers, music teachers, work experience teachers, library media  
11 teachers, counselors, Early Childhood Education (ECE) teachers and specialists,  
12 alternative education teachers, summer school teachers, intervention specialists,  
13 after school program teachers, GradPath Academy teachers, Modesto Virtual  
14 Academy (MVA) teachers, department heads, all district chairpersons, coaches,  
15 instructional coaches, as well as Intern/Induction Support Providers/mentors,  
16 Intern/Induction and Mentor Coordinator and any teacher on special assignment.

17  
18 B. This unit shall exclude other certificated employees, including but not limited to  
19 management, supervisors, confidential and classified employees, as well as  
20 program managers.

21  
22 C. Nothing agreed to herein will prevent adjustments to the representation of unit  
23 members upon mutual agreement between the District and the Association.

24  
25 D. The majority of a site-based bargaining unit member's workday should be  
26 devoted to student instruction.

27  
28 E. No bargaining unit member can evaluate another bargaining unit member, or  
29 direct other bargaining unit members to change their teaching method or  
30 implementation of the curriculum. Bargaining unit members may serve on a  
31 governance team or program improvement team. The process of discussing or  
32 collecting trend data from one or more teachers, such as walk-throughs, is not  
33 considered to be evaluative.

ARTICLE III

CONTRACTUAL GRIEVANCE PROCEDURE

1 A. Purpose  
2

3 The purpose of this procedure is to secure, at the lowest possible administrative level,  
4 equitable solutions to the problems which may from time to time arise concerning the  
5 interpretation or application of this Agreement. Both parties agree that these proceedings  
6 shall be kept as informal and confidential as may be appropriate at any level of the  
7 procedure. Useful and necessary private meetings between supervisors and employees  
8 they supervise are encouraged. The teacher may have Association representation at these  
9 private conferences and informal discussions also. It is intended that this grievance  
10 procedure shall be utilized only after other means to satisfactorily resolve problems have  
11 been unproductive. At least one private conference between the employee and supervisor  
12 shall take place prior to initiation of this grievance procedure. Ideally, there should be a  
13 number of informal discussions and a continuing interchange of views between the  
14 employee and supervisor before filing a formal grievance.  
15

16 B. Definitions  
17

- 18 1. A “grievance” is a claim or assertion by a teacher and/or the Association based upon  
19 an event or condition which affects the conditions or circumstances under which an  
20 employee works, allegedly caused by a violation, misinterpretation, misapplication or  
21 inequitable application of law, Board policy, administrative regulation, practices  
22 which are within the scope of representation or the terms of this Agreement.  
23
- 24 2. “Teacher,” as used in this Article, means a member of the bargaining unit represented  
25 by Modesto Teachers Association.  
26
- 27 3. “Day,” as used in this Article, unless otherwise mentioned, means a day the teacher is  
28 required to work according to the negotiated District calendar.  
29
- 30 4. A “group grievance” is a grievance as defined above which is filed by two or more  
31 employees who allege the same grievance and who have authorized the Association  
32 to represent them.  
33
- 34 5. A “party of interest” is a grievant, a witness or an employee who might be required to  
35 take action, or against whom action might be taken in order to resolve a grievance.  
36

37 C. Procedure  
38

- 39 1. If the grievance involves more than one building, it should be started with the  
40 Associate Superintendent, Human Resources.  
41  
42

- 1 2. If the building administrator has no jurisdiction or control over the act or condition  
2 upon which the grievance is based, Step I shall be initiated by submitting the written  
3 statement of the complaint through the building administrator to the Superintendent  
4 or his/her designee. In such case, the Step II procedure shall apply.  
5

6 Step I  
7

- 8 1. The grievant may invoke the grievance procedure on the MTA grievance form  
9 (Exhibits "A" and "B"), signed by the grievant and a representative of the Association  
10 authorized by the Association.  
11  
12 2. In order to invoke the grievance procedure, a grievance must be filed within twenty-  
13 five (25) days of the time the grievant knew of the event or condition.  
14  
15 3. Within ten (10) days of receipt of the written grievance, the principal, supervisor or  
16 Associate Superintendent, Human Resources, shall meet with the Association in an  
17 effort to resolve the grievance. The principal, supervisor or Associate  
18 Superintendent, Human Resources, shall indicate his/her disposition of the grievance  
19 in writing within fifteen (15) days of such meeting, and shall serve a copy upon the  
20 grievant and the Association representative. In addition, a copy shall be mailed to the  
21 Association Office.  
22

23 Step II  
24

- 25 1. If the Association is not satisfied with the disposition of the grievance, the grievance  
26 may be transmitted to the Superintendent by filing a written notice thereof with  
27 his/her office within fifteen (15) school days of receipt of the principal's,  
28 supervisor's, or Associate Superintendent, Human Resources' written disposition.  
29  
30 2. Within ten (10) days of receipt of the written grievance, the Superintendent (not a  
31 designee, except as specified below) shall meet with the Association in an effort to  
32 resolve the grievance. The Superintendent shall indicate his/her disposition of the  
33 grievance in writing within fifteen (15) days of such meeting, and shall serve a copy  
34 upon the grievant and Association representative. In addition, a copy shall be mailed  
35 to the Association Office.  
36

37 The Superintendent will meet with the Association at his/her level.  
38

39 Step III  
40

- 41 1. In the event the Association is not satisfied with the disposition of the Superintendent,  
42 or if no decision is rendered within twenty-five (25) days of submission to the  
43 Superintendent, the Association may submit the grievance to arbitration before an  
44 impartial arbitrator. The Association shall exercise its right to arbitration by giving  
45 the Superintendent written notice of its intention to proceed to arbitration within  
46 twenty (20) days of receipt of the written disposition of the Superintendent.  
47

1 D. Selection of the Arbitrator

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

37 E. Arbitration Costs

- 38
- 39 1. The Association shall be responsible for payment of the cost of preparing its case.
- 40
- 41 2. The District shall be responsible for payment of the cost of preparing its case.
- 42
- 43 3. The Association and the District shall share equally the payment of other costs,
- 44 including payment for the services and expenses of the arbitrator. Costs of
- 45 transcripts, including court reporter or public stenographer, shall be equally shared
- 46 only if agreed upon by the parties.
- 47
- 48

1 F. Costs on Appeal

2  
3 Since the parties wish to encourage finality in the arbitration awards under this  
4 Agreement, it is agreed that should either party (District or Association) file an appeal to  
5 overturn or modify an arbitration award, that party shall pay all costs and fees involved  
6 related to the appeal including any filing fees, cost of court reporter transcripts, witness  
7 fees, attorney fees, etc. of both parties.  
8

9 G. General Provisions

- 10
- 11 1. Nothing contained herein shall be construed as limiting the right of any teacher  
12 having a grievance to discuss it at any level with the appropriate member of the  
13 administration, and to have the grievance adjusted without intervention by the  
14 Association, provided the adjustment is not inconsistent with the terms of this  
15 agreement and the Association has been given an opportunity to be present at such  
16 adjustment and to state its views.  
17
  - 18 2. In processing grievances, the grievant and members of the Association Grievance  
19 Committee shall receive such reasonable released time to process grievances without  
20 loss of pay or benefits.  
21
  - 22 3. The number of days indicated at each level should be considered as maximum and  
23 every effort should be made to expedite the process. The time limits provided in this  
24 grievance procedure shall be strictly observed unless extended by written agreement  
25 of the parties (the Board and the Association). In the event a grievance is filed after  
26 May 15th of any year, the Board shall use its best efforts to process such grievance  
27 prior to the end of that current year.  
28
  - 29 4. Failure of either the grievant or the District to take the required actions within the  
30 times provided in this Article shall result in the grievance moving to the next level.  
31 This provision does not apply to the existing requirement to file a grievance within  
32 twenty-five (25) days of the time the grievant knew of the event or condition (Section  
33 C, Step I, #2) nor to the requirement that the Association provide written notice  
34 within specified deadlines in order to exercise the right to proceed to arbitration  
35 (Section C, Step III). In the case of Section C, Step III, the Superintendent must  
36 either give a written reply or notice that he/she will not give a written reply before  
37 any time lines for filing notice of intent to arbitrate shall apply to the Association.  
38  
39 The Board or its representative shall provide, consistent with the law, the necessary  
40 and relevant information requested by the Association.  
41
  - 42 5. A grievance may be withdrawn at any level without prejudice or record. The  
43 Association agrees not to support a grievance essentially similar to one denied by an  
44 arbitrator, and the District agrees to apply any decision to all cases which are  
45 essentially similar to one sustained by an arbitrator.  
46  
47

- 1           6. All records of grievance proceedings shall be retained in a special file maintained by  
2           the District. All documents, communications, and records dealing with the  
3           proceedings of a grievance shall be filed separately from the files of the participants.  
4           No reprisals of any kind shall be taken against any participant in the grievance  
5           procedure by reason of such participation.  
6
- 7           7. Paid leave shall be provided for any member of the Association’s bargaining unit  
8           who is called to testify in the arbitration hearing.  
9
- 10          8. Forms – The forms for both filing a grievance and for the grievance disposition are  
11          incorporated as Exhibit “A” of this Article. An adequate number of these forms shall  
12          be printed by the District. Forms for filing a grievance shall be available from the  
13          Association and District offices.  
14
- 15          9. A grievant may in no event be represented by an officer, agent or other representative  
16          of any teachers’ organization other than the Association.  
17
- 18          10. Notwithstanding the expiration of this Agreement, any claim or grievance arising  
19          hereunder may be processed through the grievance procedure until resolution.

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 annually of contact time. In no case shall the 50,400 minutes annually total  
21 and the 54,000 minutes annually total, respectively, be exceeded by more than 100  
22 minutes for the 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 10 minutes from the 2022-23 bell schedules  
27 without negotiations. All grades shall have at least one recess that is a minimum of  
28 fifteen (15) minutes in length. The District will adjust daily bell schedules to maximize  
29 daily prep schedules, but duration of lunch and recess shall not be changed.

30  
31 3. For Grades 7-8:

32  
33 330 minutes, including a preparation period equivalent to a student instructional period,  
34 and excluding a duty free lunch. The parties agree to adjust start times to comply with  
35 Education Code 46148 as of July 1, 2022.

36  
37 4. For Grades 9-12:

38  
39 378 minutes, including a preparation period equivalent to a student instructional period,  
40 excluding lunch, and a lunch passing period. The instructional year shall consist of a  
41 minimum of 64,800 instructional minutes. The 64,800 annual instructional minutes

1 requirement shall not be exceeded by more than 200 minutes in any year. For  
2 traditional schedule sites, there will be six (6) 58-minute periods with 30 minutes  
3 passing time and a 35 minute duty free lunch (this excludes a six (6) minute passing  
4 period that is not considered instructional time) Exhibit C. The parties agree to adjust  
5 start times to comply with Education Code 46148 as of July 1, 2022.  
6

7 5. For Block schedule and Multi-Tiered System of Support (MTSS) sites, class period  
8 minutes shall be adjusted accordingly, as agreed to by the parties.  
9

10 a. Modified Bell Schedules for 9-12 Schools: The modified block schedule for 9-12  
11 schools is effective July 1, 2022 (Exhibit “D”). Block schedules may be implemented  
12 at a site with the vote of 60% of the total number of teachers voting at the site. A site  
13 may terminate the block schedule following the vote of 60% of teachers at the site,  
14 and the site will be returned to the previous schedule. A site that does not have a  
15 previous non-block schedule shall default to high school bell schedule Exhibit C-2.  
16 The deadline for completion of a vote to implement or terminate the Block schedule  
17 at a 9-12 school site shall be no later than the Friday of the third full week in April for  
18 implementation in the following school year. The election shall be run by MTA site  
19 representatives in collaboration with site administration. For the purpose of the  
20 Modified Bell Schedules for 9-12 schools, the term “teachers” as defined in Article  
21 III, Section B is incorporated herein.  
22

23 b. Alternate MTSS Schedule: A 7-12 site interested in implementing a Multi-Tiered  
24 System of Support (MTSS) period into their bell schedule must complete a site vote  
25 in order to proceed. Such vote to implement an MTSS schedule must be conducted  
26 no later than the Friday of the third full week in April for implementation in the  
27 following school year. The threshold to implement the MTSS schedule shall be no  
28 less than 65% of teachers voting in support. If a school site votes to implement the  
29 MTSS schedule, the site must hold a vote annually (no later than the end of the first  
30 week in May) to affirm continued implementation. If the site vote is less than 65% of  
31 the teachers voting, the site will revert to the schedule that was in use prior to  
32 implementing the MTSS schedule.  
33

34 c. Sequence of Voting: Voting for Block and MTSS schedules shall be conducted as  
35 separate votes. In such cases when a site wishes to consider both a Block schedule  
36 and implementation of an MTSS schedule, the District and Association shall consult  
37 and agree upon the sequence of the separate votes in advance of any voting occurring.  
38

39 9-12 sites that have one (1) lunch will conduct a vote to determine if the site will  
40 follow the 4th lunch or the 5th lunch schedule (see option 1 and option 2 in the  
41 attached Exhibit C2). Voting shall occur no later than the Friday of the third full  
42 week in April. This will be a one-time vote (i.e., not recurring annually) unless  
43 otherwise agreed upon in writing by the parties. The threshold for this vote will be  
44 the lunch selected by 60% or more of the total number of teachers voting at the site.  
45

- 1 d. 9-12 Finals Schedule: The 9-12 Final Exam Schedule (attached Exhibit C3) is agreed  
2 upon and applicable commencing the 2023-24 school year and going forward.  
3  
4 e. 7-8 School Sites: 7-8 school sites considering implementation of a Block schedule or  
5 an MTSS schedule may do so in accordance with the same voting procedures and  
6 timelines outlined herein for 9-12 sites. The Parties encourage such consideration to  
7 occur only following reasonable engagement with staff through a site work group or  
8 task force to study the implications of schedule changes on students, site operations  
9 and staff who will be impacted by the change.  
10  
11 f. 7-8 Rally Bell Schedule: The 7-8 Rally Bell Schedule (attached Exhibit E) is agreed  
12 upon and applicable commencing the 2023-24 school year and going forward.  
13  
14 g. Approved Schedules: School sites shall only implement modified or alternate  
15 schedules that have been formally agreed upon in writing by the District and  
16 Association.  
17

18 The District and the Association will agree on exhibits of approved schedules.  
19

20 6. For Continuation High Schools and Opportunity School:

21  
22 300 minutes (7 equal periods), including a preparation period equivalent to a student  
23 instructional period and excluding a 15 minute break.  
24

25 Beginning the 2022-23 school year, the student instructional day at Elliott Alternative  
26 Education Center (“Elliott”) and Turnaround Opportunity School (“TOPS”) will adjust  
27 to a start time (1<sup>st</sup> period) of 9:00 a.m. and end time (7<sup>th</sup> period) of 1:40 p.m., and  
28 adhere to the attached bell schedule (Exhibit D2).  
29

30 GradPath programs (Pearson and comprehensive site locations) will continue  
31 operations of two (2) sessions as follows (EXHIBIT D2): Session 1: 8:30 a.m. – 12:30  
32 p.m.; Session 2: 1:00 p.m. – 5:00 p.m.  
33

34 7. School Psychologist/Social Worker:

- 35  
36 a. Each school psychologist shall work a professional workday. The school  
37 psychologists’ professional workday will include their availability for before or  
38 after school student meetings related to their job duties. This includes but is not  
39 limited to student counseling needs, Student Study Team (SST), Section 504, and  
40 Individualized Education Plan (IEP) meetings in addition to ensuring assessment  
41 guidelines and timelines related to these are met. A professional workday includes  
42 participation in staff development programs, department meetings and other  
43 professional activities related to their assignment. The District and the Association  
44 recognize that activities in furtherance of these duties are work related.  
45  
46

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

5  
6 8. Hourly Independent Study Teachers

7  
8 a. A teacher who is a regular teacher with the District may work no more than four (4)  
9 hours per school day outside of the school day, including but not limited to  
10 Independent Study and Home and Hospital. The four (4) hour limit may be  
11 exceeded due to mandated testing or vacation/holiday periods.

12  
13 b. A teacher that only works in the Independent Study Program may work up to 45  
14 hours per week.

15  
16 c. Special Education Independent Study Teachers shall be compensated for IEPs,  
17 triennial reviews, annual reviews and necessary IEP meetings pertaining to  
18 evaluations. If a Special Education Independent Study teacher is required to  
19 perform the duties pertaining to a triennial review they shall be compensated for  
20 four (4) hours, and if they are required to perform the duties of an annual review,  
21 they shall be compensated for two (2) hours. Duties include student assessment,  
22 writing of the report, coordination of the IEP meeting, and completion of IEP  
23 documents.

24  
25 9. Cal-SAFE Teachers: The workday for Cal-SAFE members of the bargaining unit shall  
26 be 450 minutes per day including recess, preparation and a duty free lunch of at least 30  
27 minutes. The Cal-SAFE program is administered, directed and supervised by the  
28 District's Alternative Education Program and paid from a separate salary schedule.

29  
30 10. Full-time School Counselor schedules may be modified to provide assistance to  
31 students before and after school. Prior to the first student instructional day, the site  
32 administrator will develop a schedule after receiving input from the counselors. No  
33 involuntary assignment shall be made to periods 0-6 or 2-8 if there is a qualified  
34 volunteer for the assignment periods needed. If a counselor is involuntarily assigned to  
35 a 0-6 or 2-8 schedule, they will not be involuntarily assigned to a 0-6 or 2-8 schedule  
36 the following year, unless there are three or fewer counselors at a site. If there are  
37 fewer than three counselors at a site, a counselor may be involuntarily assigned a  
38 maximum of two years in a row. Sites shall have the flexibility to choose all 0-6 or 2-8  
39 schedules. A modified schedule does not excuse a counselor from participating in other  
40 required job duties as a part of the professional work day.

41  
42 During State mandated testing, hours of employment may be modified from the  
43 aforementioned instructional minutes per day, as long as the total instructional minutes do  
44 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 1. 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  
7 of the regular employee workday but are still related to the assigned duties. Such duties  
8 include, but are not limited to, planning, selecting and preparing materials for  
9 instruction; preparing substitute lesson plans, receiving and evaluating work of students,  
10 providing evidence that students progress toward established standards as part of the  
11 course curriculum; ensuring adequate direction and supervision of students immediately  
12 prior and immediately subsequent to the beginning and ending of the student attendance  
13 day; conferring and counseling with students, parents, staff, and administrators; keeping  
14 records; inputting, attendance, and report card marks in District approved system;  
15 attending staff, department and grade level meetings (see C below); participating in staff  
16 development programs and other professional activities relating to the employee’s  
17 assignment; and studying current literature to keep abreast of developments within the  
18 subject matter taught by the employees. 7-12 assignment grades will be inputted every  
19 two weeks throughout the year. 3-6 grade teachers will input one grade for each content  
20 area at each progress reporting period. TK-12 teachers shall have three (3) full  
21 workdays after the end of the grading periods (not including weekends and holidays) to  
22 submit grades into the District-approved system. The District and the Association  
23 recognize that activities in furtherance of these duties are work-related duties.  
24

25 IEP meetings should be scheduled in consideration of the needs of the parent(s), staff,  
26 administration, and the impact on the instructional program. This can occur during the  
27 school day as well as outside the school day.  
28

29 PreK (exclusive of ECE)-6 teachers will not have yard duty.  
30

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

35 It is understood and agreed that although the overall amount of time required of employees  
36 to perform their duties should be substantially equal, the proportion of time that these duties  
37 require the presence of the employee at the work site may vary according to the nature of  
38 the employee's duties and responsibilities. Such non-work site activities are part of the  
39 employee's duties.  
40

41 C. PreK-12 Meetings (exclusive of ECE)  
42

43 The total number of school-wide staff meetings involving all staff shall not exceed eight (8)  
44 per year and shall not exceed sixty (60) minutes per meeting.  
45  
46

1 The District shall not schedule meetings before 11:00 am on a mutually agreed upon non-  
 2 student work day prior to the first student attendance day to allow for the MTA General  
 3 Membership meeting. In addition, the District shall not schedule meetings on any day of  
 4 the MTA Representative Assembly, MTA Board of Directors Meeting or General  
 5 Membership meeting (excluding the meeting scheduled prior to the first day of school). A  
 6 staff meeting prior to the first student attendance work day shall not exceed two and one  
 7 half (2.5) hours but does count as a meeting for the month. This meeting shall not count  
 8 towards the annual maximum number of staff meetings.

9  
 10 Certificated employees will not be required to attend more than four (4) District meetings  
 11 per year.

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

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

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

26  
 27 In addition to the above, the Superintendent has agreed that principals should not hold  
 28 meetings unless they are needed. The Superintendent has agreed to review the excess  
 29 meetings with principals to solve the problem.

30  
 31 A site staff meeting is defined as a meeting which PreK-12 (exclusive of ECE) teachers are  
 32 required to attend. Grade level or department meetings held during the workday are not  
 33 considered site staff meetings.

34  
 35  
 36 PreK-12 Meetings Summary Chart

37  
 38

<u>Meeting</u>	<u>Purpose (including but not limited to:)</u>	<u>Audience</u>	<u>Length</u>	<u>Number/ Frequency</u>
Schoolwide staff meeting	Disseminate information, training topics, announcements	All certificated staff	Not to exceed 60 minutes (outside of school day)	Up to 8 annually

Staff meeting prior to 1 <sup>st</sup> student attendance day	Beginning of year kickoff, focus of initiatives/priorities, etc.	All certificated staff	Up to 2.5 hours	1 annually
Early release (PLC) collaboration meetings	As defined in this article – focused on improving student achievement - Agendas mutually agreed upon between site administration and the Site Leadership Team	All certificated staff	Shall not exceed 60 minutes (unless members of the team voluntarily agree to meet for additional time)	26 annually
Site Leadership Team Meetings	Work collaboratively with administration to provide leadership, direction and guidance for the site	Certificated staff selected to represent their colleagues on the Site Leadership Team	Not to exceed 60 minutes, unless majority of Site Leadership Team agrees.	Up to 13 annually (additional meetings allowed with approval of majority of the Site Leadership Team)
Department/Instructional Team Meetings	Focus on work of the department or instructional team level	All certificated staff via their assigned department or instructional team	Outside of school day, or if held during workday, not considered “site staff meeting”.	Up to 8 annually

1  
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10

Professional Learning Community (PLC)

Professional Learning Communities – Common Expectations

- PLCs shall use an agenda to drive the work of collaboration
- PLCs 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 Site Leadership Team.

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 plan, working collaboratively to identify 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 sixty (60) minutes unless the members of the team voluntarily agree to meet for additional time.

- 1 7. Site administration in consultation with each PLC collaboration team/department or  
2 grade level will mutually agree upon their on-site meeting location.  
3
- 4 8. Specialty PLC groups, including but not limited to art, music, shop teachers, etc., may  
5 meet off site with job alike teachers from other sites with prior approval of site  
6 administration.  
7
- 8 9. Special Education Itinerant groups, including but not limited to, SLPs, Psychologists, VI,  
9 APE, and DHH teachers, shall be allowed to have flexible collaboration meetings, i.e.,  
10 different grade spans may split up between grade spans or meet via online platform with  
11 prior approval of Special Education administration. If these groups do not split up via  
12 grade spans, the meeting shall be held at 2:30-3:30, assuming no changes in high school  
13 bell schedule. The number of whole group meetings shall be agreed upon by the majority  
14 of the Itinerant members.  
15
- 16 10. In order to evaluate and improve the collaboration process, the Association and District  
17 shall jointly survey bargaining unit members in November and May of each year regarding  
18 the effectiveness of the collaboration structure and/or activities. The survey results shall be  
19 collected and disseminated in the aggregate (District-wide), rather than by school site. The  
20 joint intent of the survey will be to assist site administration and leadership teams in  
21 supporting effective collaboration. The initial survey will occur in spring 2019.  
22

#### 23 D. Site Leadership Teams Pre-K-12

##### 24 Department/Instructional Team Chairperson, 7-12

25  
26  
27 Beginning with the 2012-13 school year, 7-12 Department/Instructional Team Chairperson  
28 positions will be established at each 7-12 school site. Compensation will be based on a  
29 percentage of the Stipend Base Rate and the number of staff members in the department/team.  
30

- 31 1. The site administrator will annually notify in writing certificated members of his/her  
32 intention to fill Department/Instructional Team Chairperson positions and ask certificated  
33 members to submit their recommendations for Department/Instructional Team  
34 Chairpersons.  
35
- 36 2. The certificated members' recommendations shall be submitted in writing to the  
37 administrator within five (5) days of the site administrator's notice of his/her intention to  
38 fill Department/Instructional Team Chairpersons.  
39
- 40 3. Department/Instructional Team Chairpersons shall be selected by the site administrator  
41 after soliciting input from certificated staff. A copy of each certificated member's  
42 confidential written preference for Department/Instructional Team Chairperson shall be  
43 sent to the Association Office by the District. The site administrator shall give good  
44 faith consideration to the majority preference of the team/department. Non-permanent  
45 teachers shall not be eligible to serve on Leadership Teams, unless no one else is  
46 available or willing to serve.

- 1 4. The specific instructional teams for each school site will be determined by the site  
2 administration and Site Leadership Team after receiving input from the staff, with final  
3 approval from the site administrator.  
4
- 5 5. The site administrator will provide each certificated member with a master list of the  
6 site's department/instructional teams. Each certificated member will be in a department  
7 group and on an instructional team. Certificated members will be given the opportunity  
8 to indicate three (3) preferences and each certificated member will be assigned to one (1)  
9 of three (3) instructional teams indicated as their preference. If the certificated member  
10 fails to provide three (3) separate preferences, the site administrator will assign the  
11 individual to any group. Staff will be assigned to teams to ensure parity.  
12
- 13 6. Certificated members are contractually required to attend one (1) department or  
14 instructional team meeting monthly outside of the school day as determined by the site  
15 leadership team and site administration. No more than nine (9) annual department or  
16 instructional team meetings will be held.  
17
- 18 7. 9-12 schools shall have maximum of fourteen (14) site leadership teams members and  
19 hold up to thirteen (13) leadership team meetings annually, not to exceed sixty (60)  
20 minutes unless approved by the majority of the Site Leadership Team. Individual sites  
21 will select which programs will be represented. Instructional teams may be formed  
22 around WASC, professional learning communities, school programs or instructional areas  
23 including but not limited to the following lists: 9-11 from List A, and 3-5 from List B.  
24
- 25 8. 7-8 school sites shall have a maximum of eight (8) site leadership team members and  
26 may hold up to thirteen (13) leadership team meetings annually, not to exceed sixty (60)  
27 minutes unless approved by the majority of the Site Leadership Team. Individual sites  
28 will select which programs will be represented. Instructional teams may be formed  
29 around professional learning communities, school programs or instructional areas  
30 including but not limited to the following lists: 6-7 from List A and 1-2 from List B.  
31  
32

33 **List A – Departments**

34 English Language Arts/ELD  
35 Math  
36 Science  
37 Social Science  
38 Special Education  
39 Foreign Language  
40 CTE  
41 VAPA  
42 P.E./Health  
43 Support Services  
44 Other based on school programming  
45

**List B – Focus Group Teams**

Assessment and Accountability (WASC)  
Curriculum (WASC)  
Learning and Teaching (WASC)  
School Culture (WASC)  
Vision and Purpose (WASC)  
Other based on school programming

1 9. Department/Instructional Team Chairperson responsibilities may include the following  
2 duties:

- 3
- 4 1) Actively participate on the site leadership team.
  - 5
  - 6 2) Facilitate the review of student performance data and develop plans to increase  
7 student learning.
  - 8
  - 9 3) Participate in developing and revising curriculum.
  - 10
  - 11 4) Assist with the orientation of new teachers.
  - 12
  - 13 5) Assist with student scheduling and placement of new students (specifically special  
14 education).
  - 15
  - 16 6) Conduct regularly scheduled meetings with the department/instructional team.
  - 17
  - 18 7) Assist with the development of the Professional Learning Community (PLC).
  - 19
  - 20 8) Be willing to learn, adopt, and potentially assist teachers with implementation of  
21 MCS Instructional Core.
  - 22
  - 23 9) Lead a team of department or instructional team teachers.
  - 24
  - 25 10) Assist the administration with master schedule building.
  - 26
  - 27 11) Attend site leadership, lead teacher meetings.
  - 28

29 Leadership Team Member, Pre-K-6

30

31 Effective the 2016-17 school year, Leadership Team member positions will be  
32 established at each TK-6 school site. Compensation will be based upon the Modesto City  
33 Schools' Extra Duty Stipends Schedule. The Leadership Team will be July 1 to June 30.  
34 Each school will receive one (1) Leadership Team Member stipend per 100 students,  
35 grades Pre-K-6 (ECE is not included in this calculation). Student calculations are based  
36 on the projected student enrollment as approved by the Board of Education for the next  
37 year. Readjustments will occur based upon first month's enrollment. One (1) member  
38 will be identified as the alternate in case of enrollment adjustments. A minimum of four  
39 (4) Leadership Team Members per school site.

- 40
- 41 a) The site administrator will annually notify in writing of his/her intention to fill  
42 Leadership Team Member positions and ask certificated members to submit  
43 their recommendations for Leadership Team Members. Non-permanent  
44 teachers shall not be eligible to serve on Leadership Teams, unless no one else  
45 is available or willing to serve. This shall occur no later than thirty (30) days  
46 before the last day of the school year.

- 1           b) The certificated members’ recommendations shall be submitted in writing to  
2           the administrator within five (5) days of the site administrator’s notice of  
3           his/her intention to fill Leadership Team Positions.  
4
- 5           c) Leadership Team Members shall be selected by the site administrator after  
6           soliciting input from each certificated member. A copy of each certificated  
7           member’s confidential written preference for Leadership Team shall be sent  
8           to the Association Office by the District. The site administrator shall give  
9           good faith consideration to the majority preference of the team/department.  
10
- 11          d) Leadership Team Member responsibilities include the following duties:  
12
- 13           1. Attend site leadership meetings (maximum thirteen (13) meetings  
14           per year, except with approval by the majority of the Leadership  
15           Team not to exceed sixty (60) minutes, unless a majority of the Site  
16           Leadership Team agrees).
  - 17           2. Lead a team of grade level teachers.
  - 18           3. Attend District-wide professional development.
  - 19           4. Actively participate in site leadership.
  - 20           5. Facilitate the review of student performance data and develop plans  
21           to increase student learning.
  - 22           6. Assist with orientation of new teachers.
  - 23           7. Conduct regularly scheduled meetings with grade level team.
  - 24           8. Assist with development of the Professional Learning Community  
25           (PLC).
  - 26           9. Be willing to learn, adopt, and potentially assist teachers with state  
27           standards.
- 28

29 E. Adjunct Duty  
30

31 In addition to “B” above, employees in grades 7-12 may be required to devote a reasonable  
32 amount of time to other duties assigned by the site administrator.  
33

34 As a guideline, the time spent by the employee in grades 9-12 on such additional work-  
35 related duties should not exceed approximately fifteen (15) hours during a school year. In  
36 grades 7-8, such additional work-related duties, including bus and hall duty, should not  
37 exceed fifteen (15) hours during a school year.  
38

39 The Association and District agree to form a committee to study and provide  
40 recommendations to establish consistent application of hours assigned to various adjunct  
41 duties at 7-12 sites.  
42

43 The Committee shall consist of four (4) MTA unit members and four (4) management  
44 members. There will be two (2) co-chairs (one MTA unit member and one management  
45 member).  
46

1 Each MTA member will receive a five-hundred dollar (\$500) stipend for service on the  
2 Committee.

3  
4 The Committee is a recommending body that will meet outside the school day.

5  
6 The Committee will provide an end of process summary by March 30, 2025.

7  
8 The site administrator may exceed this guideline only if his/her action is reviewed and  
9 approved by the Superintendent. In reviewing the site administrator’s action, the  
10 Superintendent shall consider the following:

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

17  
18  
19  
20  
21  
22  
23 F. Length of School Year

24  
25 Certificated full-time employees (except Psychologists and Early Childhood Education  
26 (ECE) certificated staff) will work 185 days consisting of 180 teaching days, two (2)  
27 workdays, and three (3) staff development days.

28  
29 Effective July 1, 2024, new certificated employees to the District may have up to five (5)  
30 additional workdays in their initial year which precedes the scheduled workdays. These  
31 additional workdays shall be compensated per day at the Day to Day Substitute Service Rate  
32 (First 20 Days).

33  
34 Counselors may be scheduled for days mutually agreed to by the counselor and principal.

35  
36 Psychologist work year – the total number of assigned days of full-time school  
37 Psychologists is 190.

38  
39 Certificated ECE Teachers – Effective July 1, 2024, certificated ECE teachers shall have  
40 one (1) additional staff development day in their work year.

41  
42 Beginning with the 2016-17 school year, Spring Break shall be the second week following  
43 the end of the third quarter. There shall be a floating Friday holiday in the spring on the day  
44 known as “Good Friday.”

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

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

9  
10 G. Minimum Days (Per School Year)

11  
12 Twelve (12) minimum days or time equivalent of student/non-contact times for grades  
13 7-12 to be utilized for school and professional activities as scheduled by the principal after  
14 consultation with the school staff.

15  
16 Eighteen (18) minimum days for grades PreK-6 (excluding ECE). No more than six (6) of  
17 the eighteen (18) minimum days will be used for parent conferencing. The remaining days  
18 will be utilized for school and professional activities as scheduled by the principal after  
19 consultation with the school staff.

20  
21 Special Education classes shall have minimum days as stated above.

22  
23 One (1) of the existing minimum days shall be used as a minimum day the Wednesday prior  
24 to Thanksgiving.

25  
26 H. Elementary Preparation Periods, Grades TK-6

27  
28 There shall be a weekly elementary preparation period at each elementary school site  
29 (which includes special education), for grades TK-6 within the following guidelines:

- 30  
31 1. Two thirty (30) minute preparation times during the student instructional day for each  
32 TK-6 teacher. Administration will schedule each TK-6 teacher's preparation time.  
33  
34 2. Certificated employees who are teacher of record will receive prep time.  
35  
36 3. Prep time not received due to holiday, full-day professional development, field trips, or  
37 minimum day will not be made up.  
38  
39 4. Prep time will be re-evaluated annually with a goal of equal distribution for teachers  
40 receiving prep.  
41  
42 5. The regular teacher on preparation time shall not be responsible for or interrupted for  
43 purposes of handling student discipline for misconduct occurring during preparation  
44 time.  
45  
46

- 1 6. The District will make a good faith effort to allow elementary teachers the use of their  
2 own room for preparation; however, at schools where facility considerations make this  
3 unrealistic, teachers may not be able to use their own rooms for preparation.  
4
- 5 7. All elementary teachers may organize their day to facilitate up to sixty (60) additional  
6 minutes per week beyond the contractually required sixty (60) minutes of preparation.  
7 The additional minutes are described as a supplementary preparation plan for the  
8 purpose of this agreement.  
9
- 10 8. Any TK through sixth grade supplementary preparation plan to add additional  
11 preparation time must be educationally valuable and must comply with course  
12 requirements consistent with Education Code.  
13
- 14 9. The supplementary preparation plan must be approved by the site administrator and  
15 Associate Superintendent of Educational Services or designee. When the District  
16 receives proposals from the teachers, the District will forward a copy of the proposal to  
17 the Modesto Teachers Association.  
18
- 19 10. All teachers participating in the supplementary preparation plan do so voluntarily.  
20
- 21 11. The District will determine when each TK-6 teacher shall have two thirty (30) minute  
22 preparation periods and beginning 2016-17, one (1) forty-five (45) minute preparation  
23 period each week.  
24
- 25 12. Class size limits do not apply to grade TK-6 prep. No more than two (2) classes may  
26 be combined. Class size limits do apply to grades TK-6 prep delivered through  
27 Computer Literacy.  
28
- 29 13. Prep providers and Computer Literacy Teachers (CLT) shall be evaluated by the site  
30 administrator where the majority of the work time is spent.  
31
- 32 14. A duty free lunch - 35 minutes, except for minimum days – for prep providers must be  
33 scheduled so as not to interfere with preparation delivery schedule.  
34
- 35 15. Dual-site stipends shall not apply to prep providers. Travel time is part of the work  
36 day.  
37
- 38 16. Due to facility constraints, a permanent classroom may not be provided. Prep providers  
39 will be provided a work station.  
40
- 41 17. Prep provider breaks will be determined by individual schedules.  
42
- 43 18. Prep providers shall have twenty-four (24) hours of prep time per year scheduled by the  
44 District. The prep time shall be scheduled in no less than thirty (30) minute blocks and  
45 no more than one (1) hour per week. Transitional or natural breaks in a schedule shall  
46 not count towards a CLT's or prep provider's prep time.

- 1 19. Prep providers attend staff meetings and District collaboration days.  
2  
3 20. Computer Literacy Teachers will have eight (8) assigned periods per day. On  
4 collaboration days, Computer Literacy Teachers will have six (6) assigned periods. If  
5 schedule permits, a 39<sup>th</sup> (30-minute) block may be added.  
6  
7 21. Computer Literacy Teachers will receive a thirty-five (35)-minute duty free lunch.  
8  
9 22. If prep schedule allows, Computer Literacy Teachers and other prep time providers  
10 may be assigned to perform other instructional duties.

11  
12 I. Preschool Special Education Teachers will receive two (2) thirty (30)-minute preparation  
13 periods per week, starting in the 2024-25 school year. Prep providers shall be trained in  
14 best practices for providing preparation.

15  
16 J. Speech Language Pathologists will have sixty (60) minutes of preparation time each week.  
17 The remaining instructional minutes will be filled with student instruction or assessment.  
18 Preparation time may be scheduled on different days of the week and sites.

19  
20 K. Duty Free Lunch (PreK-6)

21  
22 The District and Association agree that all PreK-6 teachers will have a duty free lunch on all  
23 school days. A duty free lunch may be circumvented by assigning additional duties on rainy  
24 days. On rainy days, for sites that are unable to develop a system to free teachers for their  
25 full lunch period, principals may assign from one (1) to five (5) teachers on a rotating basis  
26 to supervise students. In all cases, teachers will receive a full 30-minute lunch.  
27

28 L. Period Assignment for 7-8 Teachers

29  
30 The principal may assign teachers to periods 0-6 or periods 2-8. In such cases, the preference  
31 of all staff members will be taken into account. No involuntary assignment shall be made to  
32 periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed.  
33

34 If a teacher is involuntarily assigned to a 0-6, or 2-8 schedule they will not be involuntarily  
35 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher  
36 credentialed to teach the eighth period subject.  
37

38 Teachers in grades 7-8 will be assigned over the eight (8) period day (five (5) class periods,  
39 one (1) lunch, and 1 preparation period), either periods 0-6, 1-7 or 2-8. If mutually agreed  
40 between the teacher and principal, a teacher may be assigned non-consecutively (i.e. 1-3 and  
41 5-8). Failure to mutually agree shall not cause any reprisals or negative actions towards the  
42 teacher.  
43

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

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

8  
9 It is believed that during scheduling, a random distribution of subjects will be needed for the  
10 six class period assignments.

11  
12 M. Period Assignment for 9-12 Teachers

13  
14 Upon mutual agreement, the principal will normally assign staff at grades 9-12 to periods  
15 1-7 unless there is a need to assign to periods 0-6 or 2-8. In such cases, the preference of all  
16 staff members will be taken into account. No involuntary assignment shall be made to  
17 periods 0-6 or 2-8 if there is a qualified volunteer for the assignment periods needed.  
18 If a teacher is involuntarily assigned to a 0-6 or 2-8 schedule they will not be involuntarily  
19 assigned to a 0-6 or 2-8 schedule the following year unless they are the only teacher  
20 credentialed to teach the 8<sup>th</sup> period subject.

21  
22 A 9-12 teacher may be assigned over the eight (8) period day (five (5) class periods, one (1)  
23 lunch period, one (1) preparation period) if mutually agreed between the teacher and  
24 principal (for instance, periods 1-3 and 5-8). Failure to mutually agree shall not cause any  
25 reprisals or negative actions towards the teacher.

26  
27 Teachers in grades 9-12 may be assigned to teach six (6) classes in the fall semester and  
28 four (4) classes in the spring semester to help alleviate class size problems. The following  
29 process shall be used for this reassignment. The principal shall first ask for volunteers from  
30 qualified teachers in the department. If there are no volunteers, the teacher with the least  
31 District-wide seniority may be assigned to six (6) classes in the fall and four (4) classes in  
32 the spring.

33  
34 N. Emergency School Closure

35  
36 If school is closed on an emergency basis, other than a work stoppage, the District will  
37 make all reasonable efforts to get a waiver during the current school year from the state so  
38 the time does not have to be made up for state funding. In the event it is not possible to get  
39 a waiver, and it is necessary to make up the time as an express condition to get state  
40 funding, then the bargaining unit will make up the minimum time and/or days necessary for  
41 state funding. In such a case, the time necessary will be mutually rescheduled by the  
42 District and the Association.

1 O. Mandated Reporter Training

- 2
- 3 1. As part of their professional duties, certificated employees will complete required
- 4 trainings annually (unless noted otherwise) within the established time window. The
- 5 mandated trainings are:
- 6
- 7 a) California Mandated Reporter
- 8 b) Blood Borne Pathogens
- 9 c) Youth Suicide Prevention Awareness
- 10 d) School Bullying
- 11 e) Computer Security Awareness
- 12 f) Sexual Harassment Prevention
- 13 g) Human Trafficking Prevention (required in 2023-24; bi-annual thereafter)
- 14 h) Workplace Violence
- 15 i) Heat Illness and Awareness
- 16 j) Safe and Supportive Schools Act (7-12)
- 17 k) Injury Illness Prevention (one-time)
- 18
- 19 2. The California Mandated Reporter, Sexual Harassment Prevention, and Blood Borne
- 20 Pathogens trainings will be provided by the District during a Staff Development Day or
- 21 staff meeting.
- 22
- 23 3. The delivery of each training may be via online instruction assigned during or outside the
- 24 work day, in addition to being provided during a Staff Development Day or staff
- 25 meeting.
- 26
- 27 4. The delivery of the training will be uniform throughout the District in each school year.
- 28
- 29 5. If training is delivered via online instruction and assigned outside the work day, each
- 30 certificated staff member will be compensated via payclaim for one (1) hour at the
- 31 Curriculum Development Rate for each training.
- 32
- 33 6. A certificated staff member that is absent for a training delivered during a Staff
- 34 Development Day, faculty meeting or via on-line during the work day, will be required to
- 35 complete these trainings outside of their work day.

36

37 P. Full Day Kindergarten and Transitional Kindergarten

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

- 1 4. Full day TK/K teachers shall have the same Preparation Schedule as a full time first  
2 grade teacher assigned to the school site.
- 3
- 4 5. Beginning the 2023-24 school year, each full day Transitional Kindergarten (TK),  
5 Kindergarten (K), TK/K combo, and K/1 combo class shall receive a minimum of six (6)  
6 hours per day of classified staff support. The option previously provided for a stipend in  
7 lieu of classified support is eliminated and will no longer be an option going forward.  
8
- 9 6. Each teacher assigned to a full day TK/K class shall receive an uninterrupted lunch break,  
10 the same as a first grade teacher assigned to school site.  
11
- 12 7. Non-certificated staff shall escort the TK/K students to the cafeteria and provide  
13 support/supervision while students eat. Non-certificated staff shall then escort TK/K  
14 students to the kindergarten playground for recess after lunch.  
15
- 16 8. Non-certificated staff shall escort students who ride the bus to the student's correct bus.  
17 TK/K teachers shall dismiss students to their parents at the end of each day.  
18
- 19 9. If the District does not provide the classified support staff to the full-day program  
20 pursuant to this agreement, the District will pay the teacher the equivalent of the daily  
21 rate of an eighth 8<sup>th</sup> period assignment as indicated on the Miscellaneous Hourly Salary  
22 Schedule. This provision shall only apply if the District is unable to provide classified  
23 staff support after each period of ten (10) consecutive full-day absences due to position  
24 vacancy or long-term absences for which support coverage was not provided. It is the  
25 bargaining unit member's responsibility to submit a claim. Payments will be made on the  
26 15<sup>th</sup> of the month following the end of the trimester.  
27
- 28 10. There shall be no more than two (2) mainstreamed special day students (students who are  
29 not assigned to the teacher's classroom roster) without additional special education  
30 personnel support at any given time in any TK/K classroom and the District shall make  
31 reasonable efforts to equally distribute these mainstreamed special day students between  
32 classes. Mainstreamed special day students shall count towards the TK-K class size  
33 maximum if they are mainstreamed for more than two (2) hours of the instructional day.  
34
- 35 11. In the event the State of California mandates full day kindergarten, the parties will  
36 commence negotiations regarding any impacts within the scope of bargaining within  
37 ninety (90) calendar days.  
38

39 Q. Elementary Instructional Day Committee

40  
41 Commencing upon final ratification and approval of this agreement, an Elementary  
42 Instructional Day Committee will be established. The purpose will be to research to  
43 improve continuity of instructional time at the elementary level to create the conditions for  
44 improved instructional effectiveness.  
45

1 The Committee shall consist of six (6) MTA unit members and six (6) management  
2 members. There will be two (2) co-chairs (one MTA unit member and one management  
3 member).

4  
5 Each MTA member will receive a two-thousand dollar (\$2,000) stipend for service on the  
6 Committee.

7  
8 The Committee is a recommending body that will meet outside the school day.

9  
10 The Committee will provide an end of process summary by December 1, 2024.

11

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

- 1 4. Personal Necessity Leave
- 2
- 3 5. Absence in Excess of Earned Sick Leave
- 4
- 5 6. Pregnancy Leave
- 6
- 7 7. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household
- 8
- 9 8. Bereavement Leave
- 10
- 11 9. Reproductive Loss Leave
- 12

13 D. LEAVES

- 14
- 15 1. A good faith effort shall be made to return the employee to the same school and
- 16 department in the high school and junior high school and grade level in elementary
- 17 schools.
- 18
- 19 2. The District at any time may require supporting evidence including documentation, if
- 20 appropriate, or stated reason for leave. Such evidence shall be required within a
- 21 reasonable time. False statements related thereto shall be grounds for withholding
- 22 leave benefits and for such other disciplinary action as the District deems appropriate.
- 23
- 24 3. Employees returning from leave of absence of indefinite duration shall provide notice
- 25 of return to the Human Resources Office within one week of their planned return.
- 26
- 27 4. Except for unforeseen conditions beyond the control of the employee, which prevent
- 28 timely return to work, an employee who fails to return to work at the expiration of
- 29 approved leave shall be deemed to be absent without justification, and be subject to
- 30 disciplinary action.
- 31
- 32 5. Effect on Progressive Salary Advancement. Time spent on the following leaves
- 33 counts as part of the service required for progressive salary advancement:
- 34
- 35 a. All Paid Leaves
- 36
- 37 b. Exchange Leave
- 38
- 39 c. Federal Grant Leave
- 40
- 41 d. Military Leave
- 42
- 43 e. Legislative Leave
- 44
- 45 f. Organization Leave
- 46
- 47 g. Association Leave
- 48

1 h. Sabbatical Leave

2  
3 i. Job Sharing Leave (subject to service requirements)

4  
5 Time spent on other types of leaves does not count toward progressive salary advancement.

6  
7 6. Time Limits. No leave, except Military Leave, may be approved beyond June 30 of  
8 any school year. In case a leave might require absence in two different school years,  
9 an extension of said leave may occur.

10  
11 7. Leave Credit and Payment for Part-time Employees. In the case of employees who  
12 work less than a full-time basis, the accumulation of leave credit and the payment of  
13 salary shall not exceed the pro-rata share of full leave credit of salary payment, unless  
14 expressly provided otherwise in this Agreement. For part-time employees, full salary  
15 means the salary to which the employee would normally be entitled, but no part-time  
16 employee shall receive leave credit or salary for days on which the employee would  
17 not be required to work.

18  
19 8. Notwithstanding any restrictions on eligibility for a particular leave contained in this  
20 Agreement, if the statutes of this state require the District to authorize such a leave, the  
21 employee shall be deemed eligible for such leave.

22  
23 E. Sick Leave

24  
25 1. Eligibility: All contracted certificated employees except hourly.

26  
27 2. Compensation: Full salary.

28  
29 3. Provisions:

30  
31 a. Full-time employees shall receive ten (10) days of sick leave yearly.

32  
33 Certificated employees who are employed on less than a full-time basis shall accrue  
34 sick leave as follows:

35  
36 
$$\frac{10 \times \text{FTE Days Worked Per Week}}{5}$$

37  
38  
39 b. After ten (10) consecutive days of absence, an employee shall submit a “leave of  
40 absence” form to the Human Resources Office.

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

46  
47 In addition, if such leave privileges appear to be abused by repeated one (1) or  
48 partial day absences, the Associate Superintendent, Human Resources or designee

1 may require proof of illness including a licensed medical practitioner's verification  
2 of illness. Lack of satisfactory proof of illness shall result in a refusal to allow such  
3 time off to be charged to sick leave and will be considered unpaid leave.

- 4
- 5 c. Failure to give adequate notice of absence or intent to return to duty after such  
6 absence may be grounds for disciplinary action.
  - 7
  - 8 d. The District may require a physical examination by a licensed physician, at District  
9 expense, to confirm fitness to resume duties before the employee is eligible to return  
10 to work.
  - 11
  - 12 e. Falsification of information may be grounds for disciplinary action. The employee  
13 shall be notified within five (5) working days of his return when an absence is  
14 questioned.
  - 15

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

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

- 21
- 22
  - 23 f. Bargaining unit members will be able to donate up to five (5) days of sick leave per  
24 year to other bargaining unit members who are determined to be terminally ill, or are  
25 suffering from an illness that could prove terminal, once the ill teacher's sick leave  
26 has been exhausted. This provision is not subject to District approval or limitation  
27 by site.
  - 28
  - 29 g. A spouse, child, sibling or parent may donate an unlimited number of their sick  
30 leave days to said relative.
  - 31
  - 32 h. A bargaining unit member may donate up to five (5) sick leave days per school year  
33 to another bargaining unit member. The bargaining unit member's use of such days  
34 shall be subject to the following conditions/limitations:

35

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

39

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

42

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

45

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

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

2  
3 1. Eligibility: All contracted certificated employees except hourly.

4  
5 2. Maximum Time Five (5) days for one illness.  
6 Limit:

7  
8 3. Compensation: Full salary.

9  
10 4. Provisions:

11  
12 An employee's absence for serious illness or hospital confinement of a member of the  
13 immediate household of the employee shall be charged, at the election of the employee,  
14 against accumulated sick leave without loss of pay. Such leave shall not exceed five (5)  
15 days for any one (1) illness nor be for less than one-half (1/2) day.

16  
17 Proof of illness of immediate family member may be required where absence exceeds  
18 five (5) days. The Associate Superintendent, Human Resource or designee may require  
19 a written signed certification as proof of illness from a licensed medical practitioner.

20  
21 After available "personal necessity" and "sick leave – illness or hospital confinement of  
22 member of immediate household" – have been exhausted, an additional five (5) days of  
23 available sick leave may be taken at full pay (implementation 2003-04).

24  
25 Members of the immediate family are defined as follows:

- 26 a. Spouse;  
27 b. Registered domestic partner;  
28 c. Natural, step, foster, or in-law: mother, father, sister, brother, son, daughter,  
29 uncle, aunt, grandfather, grandmother, grandchild; or  
30 d. A relative of either spouse/domestic partner living in the immediate household of  
31 the employee.

32  
33 G. Industrial Accident or Industrial Illness Leave

34  
35 1. Eligibility: For employees as provided by law.

36  
37 2. Maximum Time Sixty (60) work days.  
38 Limit:

39  
40 3. Compensation: Full salary.

41  
42 4. Provisions:

43  
44 Pursuant to the provisions of Education Code Sections 44984 and 45192, employees  
45 shall be provided leave of absence for industrial accident or illness under the following  
46 rules and regulations:  
47

- 1 a. The accident or illness shall have arisen out of and in the course of employment and  
2 shall be accepted as a bona fide injury or illness arising out of and in the course of  
3 employment by the State Compensation Fund.  
4
- 5 b. Allowable leave for each industrial accident or illness shall be for the number of days  
6 of temporary disability not to exceed sixty (60) working days in any one fiscal year.  
7
- 8 c. Allowable leave shall not be accumulated from year to year.  
9
- 10 d. The leave under these rules and regulations shall commence on the first day of  
11 absence.  
12
- 13 e. When an employee is absent from duty due to industrial accident or illness, the  
14 employee shall be paid such portion of the salary due for any month in which  
15 absence occurs, as when added to the employee's temporary disability indemnity  
16 under Division 4 or Division 4.5 of the Labor Code, shall result in payment to the  
17 employee of not more than full salary.  
18
- 19 f. Industrial accident or illness leave shall be reduced by one (1) day for each day of  
20 authorized absence regardless of temporary disability indemnity award.  
21
- 22 g. When an industrial accident or illness leave extends into the next fiscal year, the  
23 employee shall be entitled to only the amount of unused leave due him for the same  
24 illness or injury.  
25
- 26 h. During any paid leave of absence, the employee shall endorse to the District the  
27 temporary disability indemnity checks received due to his/her industrial accident or  
28 illness. The District, in turn, shall issue the employee appropriate salary warrants in  
29 payment of the employee's salary and shall deduct normal retirement and other  
30 authorized contributions.  
31
- 32 i. The benefits provided by these rules and regulations shall be applicable to  
33 employees upon employment.  
34
- 35 j. Any employee receiving benefits as a result of these rules and regulations shall,  
36 during the period of injury or illness, remain within the State of California unless the  
37 governing board authorizes travel outside of the state.  
38
- 39 k. Upon termination of the industrial accident or illness leave, the employee shall be  
40 entitled to the benefits provided for sick leave (Education Code Sections 44977,  
41 44978, 44983) and his/her absence for such purpose shall be deemed to have  
42 commenced on the date of termination of the industrial accident or illness leave,  
43 provided that if the employee continues to receive temporary disability indemnity,  
44 he/she may elect to take as much of his/her accumulated sick leave which, added to  
45 his/her temporary disability indemnity shall result in payment to him/her of not more  
46 than his/her full salary.  
47  
48

1 H. Bereavement Leave

- 2
- 3 1. Eligibility: All contracted certificated employees except hourly.
- 4
- 5 2. Maximum Time For spouse, registered domestic partner, parent, step-parent, child,  
6 Limit: step-child, or if the employee is the main caregiver, trustee of the  
7 estate or holds power of attorney status, seven days will be granted  
8 for Bereavement Leave. Verification of status may be required by  
9 the Human Resources Office. For all others defined below in  
10 paragraph H(4), three (3) work days, or five (5) work days if travel  
11 is over three-hundred (300) miles. All employees may utilize up to  
12 five (5) days for bereavement by using accumulated sick leave or  
13 taking unpaid days for that purpose.

14

15 Bereavement leave is provided on a per person basis.

16

17 The bereavement leave will be used within a year.

- 18
- 19 3. Compensation: Full salary.

- 20
- 21 4. Provisions:

22

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

25

26 Bereavement Leave may be extended through use of Personal Necessity Leave.

27

28 I. Sabbatical Leave

- 29
- 30 1. Requirements:

31

32 a. Status: Employee with permanent status.

33

34 b. Service:

- 35
- 36 1) Employees shall have rendered service in a certificated position or positions in  
37 the District for at least seven (7) consecutive years preceding the beginning of  
38 a leave. A minimum of one hundred fifty (150) full-time equivalent days shall  
39 have been served during each of such years, dated from the beginning of a  
40 semester. Only service rendered subsequent to return from the most recent  
41 Sabbatical Leave or subsequent to the most recent commencement of service is  
42 counted. Time spent on a leave is not considered as a break in continuity of  
43 service but cannot be included as part of the seven (7)-year service except that  
44 the time spent on paid military leave, on exchange leave, or federal grant leave  
45 for not more than one (1) year may be included as part of the seven (7)-year  
46 service requirement.

- 1           2) During the two (2) consecutive semesters immediately preceding the beginning  
2           of the leave, the employee shall have served a minimum of one hundred fifty  
3           (150) days in the District or have been on military or federal grant leave during  
4           the two (2) immediately preceding semesters.  
5  
6           3) The employee shall have served satisfactorily for the three (3) years of service  
7           immediately preceding the period of the leave.  
8

9           Note: When more requests for Sabbatical Leave are received than can be  
10          granted, those with least priority shall be denied. Factors that shall be among  
11          those considered in granting Sabbatical leaves shall include, but not be limited  
12          to: compliance with application requirements, eligibility, value of the program  
13          to the District, seniority in the District, length of leave--(semester or year),  
14          ability of District to finance leaves, whether leave has been previously granted.  
15

16          c. The employee is obligated to serve two (2) full years after they return from the  
17          Sabbatical Leave.  
18

19          d. Length of Leave:

20  
21               Sabbatical Leaves shall be granted for no less than one (1) full semester nor for  
22               more than one (1) full year.  
23

24          e. Compensation:

25  
26               An employee on Sabbatical Leave shall receive fifty percent (50%) of his/her basic  
27               salary. (Retirement and health benefits shall be prorated to a maximum of fifty  
28               percent (50%))  
29

30          2. Request for Sabbatical Leave:  
31

32               A preliminary request for Sabbatical Leave should be filed in the office of the site  
33               administrator by October 15 for leaves to begin September 1 of the following year.  
34               Final plans shall be submitted to the Associate Superintendent, Human Resources by  
35               November 1. Applications received after November 1 shall not be given consideration.  
36               If the leave is to begin the second semester of the next school year, the preliminary  
37               request should be submitted no later than March 1, and the final plans May 1.  
38               Applications received after March 1 shall not be given consideration. Requests for leave  
39               shall be submitted in writing and shall state the purpose for which the leave is to be  
40               granted. If the leave is to be granted for study, the request shall indicate the location of  
41               the proposed study, the major work to be undertaken, and how the proposed study  
42               relates to the professional responsibilities of the teacher. If the leave is requested for  
43               travel, the request shall indicate the total travel plan of the applicant together with the  
44               relation of this travel plan to the applicant's professional responsibilities.  
45

46               Not more than one percent (1%) of the employees in the unit shall be on Sabbatical  
47               Leave at any time.  
48

1 The District shall convene the Sabbatical Leave Committee no later than November 15.  
2 Recommendations shall be submitted to the Superintendent no later than December 1.  
3 The Superintendent shall consider the Committee's recommendation and submit  
4 recommendations to the Board of Education. The Board's decision shall be final. A  
5 reasonable effort shall be made to present recommendations to the Board of Education  
6 no later than the December meeting of the Board.  
7

8 3. Sabbatical Leave Committee:  
9

10 The Sabbatical Leave Committee shall consist of at least five (5) full-time certificated  
11 employees; each member of the Committee shall have had a Sabbatical Leave. In the  
12 event there are not a sufficient number of such persons available, additional members  
13 shall be appointed by the Superintendent as needed and be representative of both  
14 elementary and high school. The Sabbatical Leave Committee shall act as an advisory  
15 committee on Sabbatical Leaves and recommend leaves to the Superintendent.  
16 Members of the Committee shall serve a period of two (2) years and be eligible for  
17 reappointment only once in five (5) years after the expiration of the term of office.  
18

19 4. After Sabbatical Leave:  
20

21 The District shall accord good faith consideration to employee preferences relating to  
22 work site for employees returning at the expiration of a Sabbatical Leave.  
23

24 5. Retirement:  
25

26 Sabbatical Leaves shall count toward retirement, and full retirement contributions shall  
27 be deducted from warrants in the usual manner.  
28

29 6. Types of Sabbatical Leaves:  
30

31 a. Leave for Travel: Travel shall constitute a planned program involving a substantial  
32 portion of the year of leave. Such travel shall have educational value as its purpose.  
33 A complete plan for such travel shall be submitted with the original application for  
34 leave. Evidence of travel experiences shall be presented upon return to the District.  
35 Such evidence may include, but not be limited to personal photographs, slides, and  
36 other materials, including passport documents.  
37

38 b. Approved Study: An approved study leave is one during which the employee  
39 pursues a program of upper division or graduate study in residence (not  
40 correspondence courses) in an accredited institution of higher learning including  
41 foreign universities. The courses shall relate to the present or prospective service of  
42 the employee or shall qualify him/her for a needed credential or higher degree. The  
43 courses shall be completed and credited within the leave period. The completion of  
44 previous incomplete courses and/or the completion of work after the end of the  
45 leave period cannot be used to fulfill sabbatical obligations.  
46  
47

- 1 c. Work Sabbatical: An approved work leave is one in which the employee is  
2 employed in an occupation related to a teaching assignment and works full or part-  
3 time in the location of the temporary employer. A specific work plan shall be  
4 cooperatively developed by employer and school employee. A commitment shall  
5 be required from the temporary employer specifying acceptance for the period of  
6 the Work Sabbatical. The temporary employer shall pay the remaining fifty percent  
7 (50%) of salary for the period employed. Total payment would not exceed the  
8 amount prescribed by the current salary schedule. The District may request the  
9 temporary employer to complete an evaluation. The District may conduct periodic  
10 evaluation of the employee and the work assignment.  
11
- 12 d. Combination: Requests may be made for Sabbatical Leave combining study, travel,  
13 and/or work.  
14

15 7. Failure to Complete Leave:

16  
17 If a Sabbatical Leave cannot be completed for some unforeseen reason or circumstance  
18 beyond the employee's control, partial compensation may be obtained only if a  
19 significant portion of the original purpose of the leave has been accomplished. If  
20 compensation is allowed, it shall be on a prorated basis according to the portion of the  
21 requirements of the leave completed. Under special circumstances, the Sabbatical Leave  
22 Committee may recommend other projects in lieu of travel or study.  
23

24 8. Change of Plan:

25  
26 Type of Sabbatical Leaves may be combined to one (1) semester or in separate  
27 semesters or in quarters.  
28

29 9. Time for Study and Travel:

30  
31 Sabbatical obligations shall be pursued during the period of the leave. Summer travel or  
32 study or work does not fulfill Sabbatical Leave obligations.  
33

34 10. Status Report:

35  
36 An employee on Sabbatical Leave shall keep the Associate Superintendent, Human  
37 Resources informed of his/her mailing address during such leave.  
38

39 11. Final Report:

40  
41 Each employee shall submit a final report to the Human Resources Office.  
42

- 43 a. For a study leave, the report shall include a brief description of the courses  
44 completed and their professional implications.  
45

46 Note: For leaves involving college or university credit, an up-to-date  
47 transcript shall be filed with the Human Resources Office no later  
48 than September 1.  
49

1 b. For travel leave, the report should be 1,500 or more words and include a description  
2 of places visited and an evaluation of the experiences significant to the employee as  
3 an educator.

4  
5 c. For work leave, the report shall summarize the relevant work experience and its  
6 implications for the employee's professional responsibilities.  
7

8 12. Completion of Leave:  
9

10 For an academic year sabbatical, the sabbatical final report should be filed by the  
11 following December 1st. Half-year sabbatical leave reports should be filed within two  
12 (2) months after the final date of the Sabbatical Leave. Payment for services rendered  
13 after return to duty cannot be made until either:  
14

15 a) The final report is submitted and approved by the Superintendent, or

16  
17 b) The employee submits a statement asserting intention not to fulfill the leave  
18 requirements, in which case no compensation may be paid for the leave and any  
19 compensation received since inception of the Sabbatical Leave must be returned.  
20

21 13. The Board may require that the employee furnish a suitable bond indemnifying the  
22 Governing Board and the District against loss in the event the employee fails to render at  
23 least two (2) years of service following the return of the employee from leave of  
24 absence.  
25

26 14. Payment:  
27

28 Salary for Sabbatical Leave shall be paid in the same manner as if the employee were  
29 rendering service in the District from which the Sabbatical Leave is taken upon the  
30 furnishing by the employee of a suitable bond indemnifying the Governing Board and  
31 said District against loss in the event the employee fails to return and render at least two  
32 (2) years' service immediately following the Sabbatical Leave provided the employee  
33 submitted, prior to such salary payment, a statement in accordance with procedures  
34 established by the Superintendent showing compliance with the conditions of the  
35 Sabbatical Leave Agreement. Such bond shall be released in the event the failure of the  
36 employee to return and render such two (2) years' service is caused by the death or  
37 physical or mental disability of the employee. If the governing board finds and by  
38 resolution declares that the interests of the District will be protected by written  
39 agreement of the employee to return to the service of the District and render the agreed  
40 upon period of service therein following his/her return from the leave, the governing  
41 board, in its discretion, may waive the furnishing of the bond and pay the employee on  
42 leave in the same manner as though a bond is furnished.  
43

44 15. Incomplete Sabbatical Leaves:  
45

46 a. Due to Injury or Illness: Subject to Section D, paragraph three (3) of this Article,  
47 interruption of a Sabbatical Leave Program caused by serious injury or illness shall  
48 not be considered a failure to fulfill the conditions upon which such leave was

1 granted nor shall interruption affect the amount of compensation to be paid under  
2 the terms of the leave agreement provided:

- 3
- 4 1) Notification as soon as practicable of injury or illness during Sabbatical Leave  
5 is given to the Superintendent by means of registered or certified letter, and  
6
- 7 2) Written evidence verifying the fact that the interruption of the program was  
8 due to serious injury or illness is filed promptly with the Human Resources  
9 Division.

- 10
- 11 b. Due to Other Causes: An employee who fails to complete all the requirements of  
12 the Sabbatical Leave due to serious illness in the family or other causes beyond  
13 his/her control may receive compensation on a prorated basis if a significant portion  
14 of the requirement is complete.

15  
16 For an incomplete Sabbatical Leave originally approved for one (1) year, fractional  
17 portions of requirements completed may be one-fourth (1/4), one-half (1/2), or  
18 three-fourths (3/4).

19  
20 The completion of the fractional portion of the requirements shall have been  
21 accomplished during the particular period for which the Sabbatical Leave was  
22 authorized and prior to return to active duty or prior to the beginning of a leave  
23 immediately following the sabbatical leave.

24  
25 J. Military Leave

- 26
- 27 1. Eligibility: All employees.
- 28
- 29 2. Maximum Time Duration of military obligations.  
30 Limit:
- 31
- 32 3. Compensation: As required by law.
- 33
- 34 4. Provisions:

35  
36 In the case of a probationary employee, absence shall not count as part of the service  
37 credit to attain permanent status. Absence shall not constitute a break in service.  
38 Credit is granted toward advancement on the salary schedule while on military leave if  
39 the employee returns within six (6) months of honorable discharge. Employees shall  
40 submit applications as soon as practicable.

41  
42 K. Community Service Leave

- 43
- 44 1. Eligibility: All contracted certificated employees except hourly.
- 45
- 46 2. Maximum Time Three (3) work days.  
47 Limit:
- 48

1 3. Compensation: Full salary.

2  
3 4. Provisions:

4  
5 a) An employee who holds a responsible position as an officer in a local community  
6 group or organization is elected to represent this organization in a regional, state,  
7 national, or world conference, that individual may be granted at least one (1) leave  
8 of absence during the school year not to exceed a total of three (3) days to attend  
9 this conference as an official representative of his/her community organization  
10 without loss of pay.

11  
12 b) Attendance at such a conference shall be verified by travel or hotel receipts,  
13 program, or other appropriate evidence of participation.

14  
15 c) Upon return, the employee shall verify in writing attendance at the conference for  
16 the period of leave and that the employee was not reimbursed or entitled to  
17 reimbursement for any loss of salary.

18  
19 L. Jury Duty

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

22  
23 2. Maximum Time Duration of duty.  
24 Limit:

25  
26 3. Compensation: Full salary (if fees paid by the court are endorsed to the District).

27  
28 4. Provisions:

29  
30 a) The District shall grant leaves of absence with pay for jury duty. Any fees paid for  
31 jury duty shall be endorsed to the District.

32  
33 b) Employees called for jury duty shall notify their site administrator immediately  
34 upon receipt of the jury summons. Notification of return shall be as soon as  
35 possible.

36  
37 M. Personal Partial-Paid Leave

38  
39 1. Eligibility: All contracted certificated employees except hourly.

40  
41 2. Maximum Time Five (5) working days in any school year.  
42 Limit:

43 3. Compensation: Regular salary less the approved daily substitute rate.

44  
45 4. Provisions:

46  
47 a) Leave request shall be submitted through the principal to the Associate  
48 Superintendent, Human Resources.

1 b) Such leave may be granted for personal business that can be performed only during  
2 school hours.

3  
4 c) Examples of exclusion from such leave are:

5  
6 1) Accompanying spouse on vacation.

7  
8 2) Recreation.  
9

10 N. Personal Necessity Leave

11  
12 1. Eligibility: All contracted certificated employees except hourly.

13  
14 2. Maximum Time Seven (7) working days per academic year.  
15 Limit:

16  
17 3. Compensation: Full salary to the extent that accumulated sick leave is available.  
18 Otherwise, employees are not eligible for this leave.

19 4. Provisions:

20  
21 Personal Necessity Leave is defined as an activity that is unavoidable and cannot be  
22 taken care of at any time other than during the regularly scheduled teaching day. Up to  
23 seven (7) accumulated sick leave days may be used by the employee for personal  
24 necessity with notification but without advance permission, at the teacher's discretion.\*  
25 Personal Necessity Leave shall not be used for recreation, extending weekends,  
26 holidays or vacation.

27  
28 \*Advance approval shall be required during periods of work stoppages, sickouts or  
29 other concerted activities.  
30

31 O. Long Term Illness Leave

32  
33 1. A Long Term Illness Leave may be granted an employee upon written verification from  
34 the personal physician that illness or accident shall keep the employee from duty for a  
35 definite period of time.

36  
37 2. The employee shall receive regular salary until expiration of accumulated sick leave.

38  
39 3. This leave, including accumulated sick leave and the five (5) month differential pay  
40 periods shall run consecutively.

41  
42 4. The five (5) month period for which an employee is entitled by statute to the difference  
43 between his/her salary and the approved per diem pay of a substitute teacher shall  
44 include any period of illness for which the employee is required to use his/her  
45 accumulated sick leave.

46  
47 5. When sick leave is exhausted and differential pay is being utilized, the employee shall  
48 submit a leave of absence form with a medical practitioner's note confirming their

1 illness. If an employee fails to submit the leave of absence form and physician's note  
2 upon return to service, the employee will be docked their daily rate for the number of  
3 days absence they collected differential pay.  
4

- 5 6. For any portion of the five (5) months remaining after expiration of accumulated sick  
6 leave (less ten (10) days allowed for current year) the employee shall receive only the  
7 difference between his/her salary and the approved per diem pay of the substitute  
8 teacher. However, if a replacement teacher is employed on contract to fill the position,  
9 the employee shall receive the difference between his/her regular salary and Column I,  
10 Step I of the approved salary schedule at the expiration of accumulated sick leave.  
11
- 12 7. An employee shall not be provided more than one (1), five (5) month differential pay  
13 period per illness or accident. However, if a school year terminates before the five (5)  
14 month differential pay period is exhausted, the employee may take the remainder of the  
15 five (5) months' differential pay in the subsequent school year.  
16
- 17 8. The District may require a physical examination at District expense to confirm fitness  
18 to resume duties by a mutually acceptable medical practitioner before the employee is  
19 eligible to return to work.  
20
- 21 9. No gainful employment may be undertaken while on Long Term Illness Leave.  
22
- 23 10. This section applies to all contracted certificated employees, except hourly.  
24

25 P. Absence in Excess of Earned Sick Leave and Differential Pay  
26

- 27 1. When an employee is absent because of illness, quarantine or is on non-industrial  
28 accident leave and has exhausted his/her accumulated sick leave and five (5) months  
29 differential pay, he/she may take a personal unpaid leave for up to one (1) year. If the  
30 employee does not return to work after the leave, he/she will be placed on a 39-month  
31 re-employment list if he/she is a permanent employee and a 24-month re-employment  
32 list if he/she is a probationary employee. Employees returning from unpaid personal  
33 leave will be placed in available teaching positions based on the needs of the District.  
34
- 35 2. In the event of personal leave granted as a result of illness, quarantine, or non-industrial  
36 accident occurring under the provisions of this regulation, the employee, if permitted by  
37 the carrier, is entitled to the opportunity to continue coverage under the District medical  
38 insurance plan by personally paying premiums pursuant to forms and procedures  
39 established by the District.  
40
- 41 3. In consultation with the employee, the District may require a physical examination  
42 by a licensed physician, at District expense, to confirm fitness to resume duties before  
43 the employee is eligible to return to work.
- 44 4. This section applies to all contracted certificated employees, except hourly.  
45

46 Q. Personal Leave  
47

- 48 1. Eligibility: All contracted certificated employees except hourly.  
49  
50

- 1           2. Maximum Time       One (1) academic year or remainder thereof.  
2           Limit:  
3  
4           3. Compensation:       No salary.  
5  
6           4. Provisions:  
7  
8           a. Employees shall be granted a leave of absence for personal reasons not to  
9           exceed one (1) academic year or remainder of current year.  
10  
11           b. Personal Leave shall be for reasons not covered by other leaves and shall be in  
12           the best interest of the District.  
13  
14           c. Requests for Personal Leave shall be submitted to the Associate Superintendent,  
15           Human Resources through the principal. Requests for Personal Leave for one year  
16           must be submitted thirty (30) days before the beginning of the academic year, if  
17           practicable.  
18  
19           5. Personal Leave will not be granted to employees to engage in employment outside the  
20           District with another school district.  
21  
22           6. The District retains the right to terminate employment if the employee is found to be  
23           employed outside the District with another school district during the regular workday  
24           while on Personal Leave.  
25

26 R. Peace Corps Leave/Americorps  
27

- 28           1. Eligibility:           All permanent status certificated employees.  
29  
30           2. Maximum Time       Two academic years.  
31           Limit:  
32  
33           3. Compensation:       No salary.  
34  
35           4. Provisions:  
36  
37           a. A Peace Corps Leave/Americorps may be granted to any permanent status  
38           certificated employee to serve as a Peace Corps employee in any state, territory, or  
39           possession of the United States or foreign country.  
40  
41           b. The employee shall have rendered service for at least three (3) years immediately  
42           preceding the leave and shall be obligated to return to the District for at least two  
43           (2) years following service in the Peace Corps/Americorps.  
44  
45           c. As soon as practicable, the employee shall submit a request in writing to the site  
46           administrator; such request shall state the duration and location of the leave.  
47  
48

- 1 d. Peace Corps/Americorps Leave is limited to one (1) per certificated employee and  
2 the Board of Education reserves the right to limit the number of participants in any  
3 semester or year.  
4  
5 e. Time spent on Peace Corps/Americorps Leave counts as service for salary step  
6 advancement. A minimum of ten (10) months or equivalent calendar days  
7 employment with Teachers Corps shall receive one (1) step advancement.  
8

9 S. Teacher Corps Leave

- 10  
11 1. Eligibility: All permanent status certificated employees.  
12  
13 2. Maximum Time Limit: One (1) academic year unless extended for one (1) additional  
14 year by approval of the Board of Education.  
15  
16 3. Compensation: No salary.  
17  
18 4. Provisions:  
19  
20 a. A Teacher Corps Leave of Absence may be granted to any permanent status  
21 certificated employee to serve as a teacher in the Teacher Corps in any state,  
22 territory, or possession of the United States or foreign country.  
23  
24 b. The employee shall have rendered service for at least three (3) years immediately  
25 preceding the leave and shall be obligated to return to the District for at least two  
26 (2) years following service in the Teacher Corps.  
27  
28 c. As soon as practicable, the employee shall submit a request in writing to the site  
29 administrator, such request shall state the duration and location of the leave.  
30  
31 d. Teacher Corps Leave is limited to one (1) per certificated employee and the Board  
32 of Education reserves the right to limit the number of participants in any semester  
33 or year.  
34  
35 e. Time spent on Teacher Corps leave counts as service for salary step advancement.  
36 A minimum of ten (10) months or equivalent calendar days employment with  
37 Teachers Corps shall receive one (1) step advancement.  
38  
39 f. Service in Teacher Corps shall not count toward the seven (7) years requirement for  
40 Sabbatical Leave; however, Teacher Corps Leave shall not constitute a break in  
41 service for salary purposes.  
42  
43 g. If the State Teachers Retirement System permits service in the Teacher Corps to  
44 count toward state retirement, the employer agrees to perform the administrative  
45 tasks required by STRS in order for the employee to obtain such credit.  
46  
47

1 T. Organization Leave

- 2
- 3 1. Eligibility: All permanent status certificated employees.
- 4
- 5 2. Maximum Time One academic year. May be renewed annually during
- 6 Limit: incumbency by the Board of Education.
- 7
- 8 3. Compensation: No salary.
- 9
- 10 4. Provisions:
- 11
- 12 a. An Organization Leave of Absence may be granted to a permanent status
- 13 certificated employee to enable the employee to serve as an elected official of a
- 14 recognized professional educational or employee organization and for the sole
- 15 purpose of discharging the duties of such office.
- 16
- 17 b. Time spent on Organization Leave counts as service for salary step advancement.
- 18 No credit is allowed for any other benefits.
- 19

20 U. Legislative Leave

- 21
- 22 1. Eligibility: All permanent status certificated employees.
- 23
- 24 2. Maximum Time One academic year. May be renewed annually during
- 25 Limit: incumbency by the Board of Education.
- 26
- 27 3. Compensation: No salary.
- 28
- 29 4. Provisions:
- 30
- 31 a. A Legislative Leave may be granted to any permanent status certificated employee
- 32 to serve in an elected position in the city, county, state or federal government and
- 33 for the performance of any official duties connected therewith.
- 34
- 35 b. No salary or fringe benefit shall be paid by the District during the leave.
- 36
- 37 c. Time spent on Legislative Leave counts as service for salary step advancement.
- 38 No credit is allowed for any other benefits.
- 39
- 40 d. Requests for Legislative Leave shall be submitted as soon as practicable.
- 41

42 V. Association Leave

- 43
- 44 1. Eligibility: Three (3) persons designated by the Association except
- 45 home teachers, hourly independent study teachers, substitute
- 46 teachers, summer school, and adult school teachers.
- 47
- 48

- 1           2.   Maximum Time        One (1) academic year.  
2            Limit:
- 3
- 4           3.   Compensation:        Full salary and fringe benefits.
- 5
- 6           4.   Provisions:
- 7
- 8           a.   The District shall grant up to three (3) leave requests each year. The leave shall be  
9           submitted, in writing, to Associate Superintendent, Human Resources by May 15 of  
10           the preceding academic year.
- 11
- 12           b.   Three (3) full-time equivalent shall be the maximum amount of leave available to  
13           the Association each school year.
- 14
- 15           c.   The Association shall reimburse the District the actual cost for all compensation  
16           paid to the employee, including retirement and fringe benefits.
- 17
- 18           d.   Leave shall be taken for the entire academic year.
- 19
- 20           e.   If leave is taken on less than a full-time basis, the employee shall be responsible for  
21           non-classroom duties in the same proportion as the time spent teaching is to normal  
22           teaching load.
- 23
- 24           f.   A plan shall be submitted detailing the employee's work schedule and the manner  
25           in which non-instructional duties are to be performed. Such plan shall be approved  
26           by the principal and the District before the leave is granted.
- 27
- 28           5.   In addition to the above, Association Leave may be granted by the District to an  
29           individual for Association business on a short-term basis. This leave requires prior  
30           approval by the District. The Association shall reimburse the District for the actual  
31           cost of the substitute plus fringe benefits paid by the District.
- 32

33   W.   Pregnancy Disability Leave

- 34
- 35           1.   Eligibility:           All contracted certificated female employees except hourly.
- 36
- 37           2.   Maximum Time        Length of disability.  
38            Limit:
- 39
- 40           3.   Compensation:        Full salary--charged to accumulated sick leave.
- 41
- 42           4.   Provisions:
- 43
- 44           a.   Absence under Pregnancy Disability Leave shall be for disabilities caused or  
45           contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
- 46
- 47           b.   Leave shall commence on the date the physician certifies that the employee is  
48           medically unable to work. The District shall be given notice as soon as practicable.
- 49

- 1 c. A statement in writing attesting to the condition of pregnancy shall be submitted by  
 2 the personal physician of the employee at the time the request is submitted for a  
 3 leave of absence for pregnancy disability. Such requests shall be received as soon  
 4 as practicable prior to commencement of the leave.  
 5  
 6 d. The leave shall terminate when the employee’s physician certifies that the employee  
 7 is medically able to return to work. Notice of return to work shall be given as soon  
 8 as practicable.  
 9  
 10 e. When the absence extends beyond accumulated sick leave, the employee shall  
 11 receive the difference between regular salary and the amount paid to a substitute for  
 12 the length of time the employee is entitled by statute for such pay.  
 13

14 X. Child Care Leave

- 15  
 16 1. Eligibility: All contracted certificated employees except hourly.  
 17  
 18 2. Maximum Time One (1) academic year.  
 19 Limit:  
 20  
 21 3. Compensation: No salary.  
 22  
 23 4. Provisions:  
 24  
 25 a. Employees shall be granted a Child Care Leave for the purpose of childbearing or  
 26 childrearing.  
 27  
 28 b. If leave is requested for childbearing:  
 29  
 30 1) Pregnancy shall be confirmed in writing by the employee’s personal physician.  
 31  
 32 2) With District approval, leave may commence at any time between the  
 33 physician’s confirmation of pregnancy and one (1) year after the child is born.  
 34  
 35 c. If leave is requested for childrearing, the District may grant an employee such leave  
 36 as a result of de facto or de jure custody of a child four (4) years of age or less.  
 37

38 Y. Job Sharing

- 39  
 40 1. Eligibility: Permanent elementary classroom teachers (grades TK-6 only).  
 41 Maximum number of shared assignments will be fifteen (15).  
 42  
 43 2. Maximum Time One (1) year at a time. Must be approved by Associate  
 44 Limit: Superintendent, Human Resources yearly, prior to January 31  
 45 for the following year. If disapproved, the Associate  
 46 Superintendent, Human Resources will, upon written request  
 47 by the employees, provide the reasons in writing.  
 48

1 3. Compensation: Prorated salary and medical benefits in accordance with Article  
2 X Health and Welfare Benefits, Section B. One (1) step for  
3 every two (2) years of service towards salary advancement if  
4 teacher serves in a .50 FTE or greater assignment and works at  
5 least 75% of the teacher's scheduled assigned days. A teacher  
6 serving in a 40% assignment shall earn one (1) step for every  
7 four (4) years of service if the teacher works at least 75% of the  
8 teacher's scheduled assigned days.

9 4. Provisions:

10  
11 Two (2) permanent teachers may jointly file a request for a 50% leave of absence each  
12 or 60% and 40% leave, based upon a desire to share a grade TK-6 teaching assignment  
13 or a school year, provided:

- 14  
15 a) If two (2) teachers want to share an assignment, they shall file a request with the  
16 District Human Resources Office by December 15 in the school year prior to the  
17 leave. The request shall be submitted on the appropriate leave of absence form. By  
18 May 1<sup>st</sup> of the school year prior to the leave, the employees participating in the job  
19 share shall submit work calendar(s) as needed which identify the number of service  
20 days, collaboration, site staff development days and District-wide staff development  
21 days each teacher proposes to attend.  
22  
23 b) If either of the teachers who have agreed to share an assignment is unable to  
24 complete the obligation, the other teacher will assume the responsibility of the  
25 full-time assignment.  
26  
27 c) When the two (2) teachers elect to return to 1.0 FTE assignments, the District will  
28 place the teachers in assignments that are as alike as possible to their last 1.0 FTE  
29 assignments.  
30  
31 d) Report cards and progress reports will be completed by both teachers.  
32  
33 e) Parent conferences will be attended by both teachers.  
34  
35 f) Back to School Night and Open House will be attended by both teachers.  
36  
37 g) Teachers may substitute for each other. Substitute service shall not count toward  
38 satisfying the minimum requirement of service days for salary advancement.  
39  
40 h) Both teachers will teach together the first two (2) days of the school year. Each  
41 teacher will be given one (1) full day sub to compensate them for this time.  
42  
43 i) Staff Meetings – The afternoon teacher will communicate information to the a.m.  
44 teacher. Both teachers will attend if necessary, by prior arrangement.  
45  
46 j) In-services or staff development activities will be attended by the appropriate  
47 teacher, or both teachers.  
48

1 k) Each teacher will teach the full day on alternate minimum days.  
2

3 Z. Family Care Leave  
4

5 This leave shall be granted in addition to other leaves in the contract.  
6

- 7 1. Eligibility: Full-time certificated employees or an employee that has been  
8 been employed for at least twelve (12) months and has been  
9 employed for at least 1,250 hours of service during the twelve  
10 (12) month period immediately preceding the commencement of  
11 the leave.  
12
- 13 2. Maximum Time Limit: A total of twelve (12) workweeks in any twelve (12)-month period.  
14  
15
- 16 3. Compensation: Under CFRA, eligible employees (those who have worked for  
17 the District for at least twelve (12) months) who have exhausted  
18 their sick leave who wish to receive time off for “child bonding”  
19 following the birth, adoption, or foster care placement of their  
20 child, such time off shall be at the differential rate of pay. Such  
21 differential pay shall not take effect until all other available  
22 leaves are exhausted and the total time off for “child bonding”  
23 shall not exceed twelve (12) weeks within any twelve (12) month  
24 period. Otherwise, no salary except as authorized pursuant to  
25 paragraph 4.d.  
26
- 27 4. Provisions:  
28
- 29 a. The District shall grant a request by any eligible employee who meets all  
30 requirements of this section, and who is eligible for other benefits, to take up to a  
31 total of twelve (12) workweeks in any twelve (12)-month period for family care and  
32 medical leave. Family care and medical leave requested pursuant to this  
33 subdivision shall not be deemed to have been granted unless the District provides  
34 the employee, upon granting the leave request, a guarantee of employment in the  
35 same or a comparable position upon the termination of the leave.  
36
- 37 b. For purposes of this section:  
38
- 39 1) “Child” means a biological, adopted, or foster child, a stepchild, a legal ward  
40 or a child of a person standing in loco parentis who is either of the following:  
41
- 42 (a) Under eighteen (18) years of age.  
43
- 44 (b) Age eighteen (18) or older and incapable of self-care because of a mental  
45 or physical disability.  
46  
47

- 1                   2) “Family care” means one of the following:  
2  
3                   (a) Leave for reason of the birth of a child of the employee and to care for the  
4                   newborn child, the placement of a child with an employee in connection  
5                   with the adoption or foster care of the child by the employee, or the  
6                   serious health condition of a child of the employee.  
7  
8                   (b) Leave to care for a parent or spouse who has a serious health condition.  
9  
10                  (c) Leave because of an employee's own serious health condition that makes  
11                  the employee unable to perform the functions of the position of the  
12                  employee, except for leave taken for disability on account of pregnancy,  
13                  childbirth or related medical conditions.  
14  
15                  3) “Employment in the same or a comparable position” means employment in a  
16                  position that has the same or similar duties and pay which can be performed at  
17                  the same or similar geographic location as the position held prior to the leave.  
18  
19                  4) “Health care provider” means either of the following:  
20  
21                  (a) An individual holding either a physician’s and surgeon’s certificate issued  
22                  pursuant to Article 4 (commencing with Section 200) of Chapter 5 of  
23                  Division 2 of the Business and Professions Code, an osteopathic physician’s  
24                  and surgeon's certificate issued pursuant to Article 4.5 (commencing with  
25                  Section 2099.5) of Chapter 5 of Division 2 of the Business and Professions  
26                  Code, or an individual duly licensed as a physician, surgeon, or osteopathic  
27                  physician or surgeon in another state or jurisdiction who directly treats or  
28                  supervises the treatment of the serious health condition.  
29  
30                  (b) Any other person determined by the United States Secretary of Labor to be  
31                  capable of providing health care services under the Federal Family and  
32                  Medical Leave Act of 1993 and its implementing regulations.  
33  
34                  5) “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal  
35                  guardian, or other person who stood in loco parentis to the employee when the  
36                  employee was a child.  
37  
38                  6) “Serious health condition” means an illness, injury (including on-the-job  
39                  injuries), impairment, or physical or mental condition of the employee or a  
40                  child, parent or spouse of the employee that involves either of the following:  
41  
42                          (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential  
43                          health care facility.  
44  
45                          (b) Continuing treatment or continuing supervision by a health care provider.  
46  
47                  c. The District shall not be required to pay an employee for any leave taken pursuant  
48                  to subdivision a., except as required by subdivision d.

- 1 d. An employee taking a leave permitted by subdivision a. may elect, or the District  
2 may require, the employee to substitute for leave allowed under subdivision a., any  
3 of the employee’s accrued vacation leave or other accrued time off during this  
4 period or any other paid or unpaid time off negotiated with the District. If an  
5 employee takes a leave because of the employee’s own serious health condition,  
6 the employee may also elect, or the District may also require, the employee to  
7 substitute accrued sick leave during the period of the leave. However, an employee  
8 shall not use sick leave during a period of leave to care for a child, parent, or spouse  
9 with a serious health condition unless mutually agreed to by the District and the  
10 employee. The use of the employee’s accrued vacation leave or other accrued time  
11 off, including any accrued sick leave, shall run concurrently with and count towards  
12 the leave permitted by subdivision a.  
13
- 14 e. During any period that an eligible employee takes leave pursuant to subdivision a.  
15 or takes leave that qualifies as leave taken under the Federal Family and Medical  
16 Leave Act of 1993 (FMLA), the District shall maintain and pay for coverage under  
17 a “group health Plan,” as defined in Section 5000(b) (a) of the Internal Revenue  
18 Code of 1986, for the duration of the leave, not to exceed twelve (12) workweeks in  
19 a twelve (12)-month period, commencing on the date leave taken under the FMLA  
20 commences, at the level and under the conditions coverage would have been  
21 provided if the employee had continued in employment continuously for the  
22 duration of the leave. Nothing in the preceding sentence shall preclude the District  
23 from maintaining and paying for coverage under a “group health plan” beyond  
24 twelve (12) workweeks. The District may recover the premium that the District paid  
25 as required by this subdivision for maintaining coverage for the employee under the  
26 group health plan if both the following conditions occur:  
27
- 28 1. The employee fails to return from leave after the period of leave  
29 to which the employee is entitled has expired. An employee is  
30 deemed to have “failed to return from leave” if he/she works less  
31 than thirty (30) days after returning from leave.  
32
  - 33 2. The employee’s failure to return from leave is for a reason other  
34 than the continuation, recurrence or onset of a serious health  
35 condition that entitles the employee to leave under subdivision a.  
36 or other circumstances beyond the control of the employee.  
37
- 38 f. Any employee taking leave pursuant to subdivision a. shall continue to be entitled  
39 to participate in employee health plans for any period during which coverage is not  
40 provided by the District under paragraph e. Any employee taking leave pursuant to  
41 subdivision a. shall be entitled to participate in employee benefit plans, including  
42 life, short-term or long-term disability or accident insurance, pension and retirement  
43 plans, and supplemental unemployment benefit plans to the same extent and under  
44 the same conditions as apply to an unpaid leave taken for any purpose other than  
45 those described in subdivision a. In the absence of these conditions, an employee  
46 shall continue to be entitled to participate in these plans, and in the case of health  
47 and welfare employee benefit plans, including life, short-term or long-term  
48 disability or accident insurance, or other similar plans, the District may, at its

1 discretion, require the employee to pay premiums, at the group rate, during the  
2 period of leave, or other accrued time off, or any other paid or unpaid time off  
3 negotiated with the District, as a condition of continued coverage during the leave  
4 period. However, the nonpayment of premiums by an employee shall not constitute  
5 a break in service, for purposes of longevity, seniority under any collective  
6 bargaining agreement, or any employee benefit plan.  
7

8 For purposes of pension and retirement plans, the District shall not be required to  
9 make plan payments for an employee during the leave period, and the leave period  
10 shall not be required to be counted for purposes of time accrued under the plan.  
11 However, an employee covered by a pension plan may continue to make  
12 contributions in accordance with the terms of the plan during the period of the  
13 leave.  
14

- 15 g. During a family care and medical leave period, the employee shall retain employee  
16 status with the District, and the leave shall not constitute a break in service, for  
17 purposes of longevity, seniority under the collective bargaining agreement, or any  
18 employee benefit plan. An employee returning from leave shall return with no less  
19 seniority than the employee had when the leave commenced, for purposes of layoff,  
20 recall, promotion, job assignment, and seniority-related benefits.  
21
- 22 h. If the employee's need for a leave, pursuant to this section, is foreseeable due to a  
23 planned medical treatment or supervision, the employee shall make a reasonable  
24 effort to schedule the treatment or supervision to avoid disruption to the operations  
25 of the District, subject to the approval of the health care provider of the individual  
26 requiring the treatment or supervision.  
27
- 28 i. The District may require that an employee's request for leave to care for a child,  
29 spouse, or a parent who has a serious health condition be supported by a  
30 certification issued by the health care provider of the individual requiring care.  
31 That certification shall be sufficient if it includes all of the following:  
32
- 33 1. The date on which the serious health condition commenced.
  - 34 2. The probable duration of the condition.
  - 35 3. An estimate of the amount of time that the health care provider  
36 believes the employee needs to care for the individual requiring  
37 care.
  - 38 4. A statement that the serious health condition warrants the  
39 participation of a family member to provide care during a period of  
40 the treatment or supervision of the individual requiring care.  
41
- 42 j. Upon expiration of the time estimate by the health care provider in paragraph i.,  
43 the District may require the employee to obtain recertification in accordance with  
44 the procedure provided in paragraph i., if additional leave is required.  
45  
46  
47  
48

1 k. The District may require that an employee’s request for leave because of the  
2 employee’s own serious health condition be supported by a certification issued by  
3 his or her health care provider. That certification shall be sufficient if it includes all  
4 of the following:

- 5 1. The date on which the serious health condition commenced.
- 6 2. The probable duration of the condition.
- 7 3. A statement that, due to the serious health condition, the employee  
8 is unable to work at all or is unable to perform any one or more of  
9 the essential functions of his or her position.

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

13  
14 In any case in which the District has reason to doubt the validity of the certification  
15 provided pursuant to this section, the District may require, at the District’s expense,  
16 that the employee obtain the opinion of a second health care provider, designated or  
17 approved by the District. The health care provider designated or approved shall not  
18 be employed on a regular basis by the District.

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

24 The District shall provide the employee with a copy of the second and third medical  
25 opinions, where applicable, without cost, upon the request of the employee.  
26 As a condition of an employee’s return from leave taken because of the employee’s  
27 own serious health condition, the District may require the employee to obtain  
28 certification from his or her health care provider that the employee is able to resume  
29 work. Nothing in this paragraph shall supersede other sections of this collective  
30 bargaining agreement that govern the return to work of that employee.

- 31 1. These leave of absence provisions shall be construed as separate and distinct from  
32 those of Government Code Section 12945.
- 33 m. Leave provided for pursuant to this section may be taken in one (1) or more periods.  
34 The twelve (12)-month period during which twelve (12) workweeks of leave may  
35 be taken under this section shall run concurrently with the twelve (12)-month period  
36 under the FMLA, and shall commence the date leave taken under the FMLA  
37 commences.

1 n. In any case in which both parents entitled to leave under subdivision a. are  
2 employed by the District, the District shall not be required to grant leave in  
3 connection with the birth, adoption, or foster care of a child that would allow the  
4 parents' family care and medical leave totaling more than the amount specified in  
5 subdivision a.

6  
7 o. Notwithstanding subdivision a., the District may refuse to reinstate an employee  
8 returning from leave to the same or a comparable position if all of the following  
9 apply:

10  
11 1. The employee is a salaried employee who is among the highest  
12 paid ten percent (10%) of the District's employees.

13  
14 2. The refusal is necessary to prevent substantial and grievous  
15 economic injury to the operations of the District.

16  
17 3. The District notifies the employee of the intent to refuse  
18 reinstatement at the time the employer determines the refusal is  
19 necessary under subparagraph o.2.  
20

21 In any case in which the leave has already commenced, the District shall give the  
22 employee a reasonable opportunity to return to work following the notice  
23 prescribed by subparagraph o.3.  
24

25 p. Leave taken by an employee pursuant to this section shall run concurrently with  
26 leave taken pursuant to the federal Family and Medical Leave Act of 1993 (FMLA),  
27 except for any leave taken under the FMLA for disability on account of pregnancy,  
28 childbirth, or related medical conditions. The aggregate amount of leave taken  
29 under this section or the FMLA, or both, except for leave taken for disability on  
30 account of pregnancy, childbirth, or related medical conditions, shall not exceed  
31 twelve (12) workweeks in a twelve (12)-month period. An employee is entitled to  
32 take, in addition to the leave provided for under this section and the FMLA, the  
33 leave provided for in Government Code Section 12945, if the employee is  
34 otherwise qualified for that leave.  
35

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

37  
38 Pursuant to law, the District shall grant family care leave for the employee of a  
39 covered service member as follows:

40  
41 a) Leave due to a qualifying exigency arising out of the fact that the employee's  
42 spouse, child or parent is on active duty or call to active duty status in support  
43 of a contingency operation as a member of the National Guard or Reserves.  
44

45 b) Leave because the employee is a spouse, child, parent or next of kin of a  
46 covered service-member with a serious injury or illness.  
47  
48

1 A.A. Willie Brown Pre-Retirement Leave

- 2
- 3 1. The District will provide a plan (Willie Brown Pre-Retirement) which employees
- 4 who are preparing to retire may reduce their workload to half-time (50%) at grades
- 5 PreK-12 and/or to sixty percent (60%) at grades 7-12, pursuant to Education Code
- 6 Section 44922. Education Code Section 44922 is incorporated by reference as it
- 7 exists on the date of ratification of this Agreement.
- 8
- 9 a. At grades 7-12, teachers may opt to work sixty percent (60%) (three (3) classes)
- 10 in the fall, three (3) classes in the Spring) or fifty percent (50%) work fall
- 11 semester only.
- 12
- 13 b. At the 7-8 and 9-12 level, teachers may opt to work three (3) classes in the fall
- 14 semester and two (2) classes in the spring semester in order to qualify.
- 15
- 16 2. The District and Association shall further develop any other regulations necessary
- 17 to implement this plan.
- 18
- 19 3. Employees who elect to enter this program may work half-time (.5 FTE at grades
- 20 PreK-12 and/or to 60% (.6 FTE) at grades 7-12). In such case both the District and
- 21 the employee shall continue to make contributions to STRS (State Teachers
- 22 Retirement System) as if the employee was working full-time (1.0 FTE).
- 23
- 24 4. Teachers will receive salary advancement equivalent to one year on the salary
- 25 schedule for every year on Willie Brown.
- 26
- 27 5. An employee may participate in this program up to five (5) years at which time
- 28 he/she must retire.
- 29
- 30 6. Once an employee has entered this program he/she may return to a full-time
- 31 assignment only by mutual agreement with the District.
- 32
- 33 7. An employee shall fulfill his/her half-time assignment by working full-time for one
- 34 (1) semester per year.
- 35
- 36 8. An employee must notify the District of his/her intention to participate in this
- 37 program by July 1 preceding the school year in which he/she wishes to enter the
- 38 program.
- 39
- 40 9. Participation in this program shall be limited to two percent (2%) of the total
- 41 number of members of the bargaining unit who are entitled to all leaves of absence
- 42 benefits described in this Article.
- 43
- 44 10. If the District cannot find a credentialed and qualified applicant for the second (2<sup>nd</sup>)
- 45 semester for a staff member who works the first (1<sup>st</sup>) semester of a Willie Brown
- 46 Leave, then the certificated employee on the leave will work the second (2<sup>nd</sup>)
- 47 semester or retire. (The District and the MTA will agree on a list of positions to
- 48

1 which this provision applies, including a statement “and teachers in selective  
2 academic areas.”)

- 3  
4 11. With the mutual consent of the District and the teacher, other Willie Brown  
5 arrangements can be approved. (An example of this would be a Psychologist who  
6 works three (3) days per week at sixty percent (60%) of their salary).  
7

8 B.B. Leave to Participate in Activities at Child’s School or Licensed Day Care Facility  
9

10 Under authority of Labor Code Section 230.8, a unit member who is a parent, guardian,  
11 or grandparent having custody of one (1) or more children in grades PreK-12, inclusive,  
12 or attending a licensed day care facility may take time off up to forty (40) hours each  
13 calendar year, not exceeding eight (8) hours in any calendar month of the year, to  
14 participate in activities of the school or licensed child day care facility of any of his/her  
15 children.  
16

17 If both parents of a child are employed by Modesto City Schools at the same work site,  
18 the entitlement to planned time off, described above, as to that child applies at any one  
19 (1) time only to the parent who first gives notice to his/her supervisor, such that the  
20 other parent may take planned time off simultaneously as to that same child under the  
21 conditions described above only if he/she obtains the supervisor’s approval for the  
22 requested time off.  
23

24 The unit member shall request the planned time off by giving at least one (1) work day  
25 advance notice to his/her supervisor and shall utilize accrued vacation, personal leave  
26 (without pay), or accrued compensatory time off for purposes of the planned absence  
27 authorized above.  
28

29 The unit member taking the planned time off, described above, shall provide  
30 documentation from the school or licensed child day care facility as proof that he/she  
31 participated in school or licensed child day care facility activities on a specific date and  
32 at a particular time. “Documentation,” for purposes of this planned leave, means  
33 whatever written verification of parental participation in activities the school or  
34 licensed child day care facility deems appropriate and reasonable.  
35

36 C.C. Leave for Spouse of Military Service Member  
37

- 38 1. Eligibility: All contracted certificated employees except hourly.  
39  
40 2. Maximum Time Ten (10) days.  
41 Limit:  
42  
43 3. Compensation: None.  
44  
45 4. Provisions:  
46

47 The District shall grant a request by any eligible employee who meets all  
48 requirements of this section, and who is eligible for other benefits, to take up to a

1 total of ten (10) days of unpaid leave while their military spouse is home on leave.  
2 A “qualified employee” under this leave is one who:

- 3
- 4 1. Is the spouse of a member of the armed forces, national guard or  
5 reserves who has been deployed during a period of military conflict;  
6
- 7 2. Works for an average of twenty (20) or more hours/week;  
8
- 9 3. Provides notice to District of his/her intention to take a leave within  
10 two (2) business days of receiving official notice of the spouse’s  
11 leave; and  
12
- 13 4. Submits written documentation of the military leave to the  
14 employer.  
15

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

- 17
- 18 1. Eligibility: All certificated employees (except hourly).  
19
- 20 2. Maximum Time Up to the amount of employee’s accumulated sick leave.  
21 Limit:  
22
- 23 3. Compensation: Regular salary until expiration of accumulated full-pay  
24 sick leave.  
25
- 26 4. Provisions:  
27
- 28 a. A Catastrophic Leave of Absence may be granted an employee for catastrophic  
29 conditions that require an employee to be absent to care for the employee’s  
30 child, parent or spouse.  
31
- 32 b. Absence for this type of leave shall be charged, at the election of the employee,  
33 against accumulated sick leave without loss of pay.  
34
- 35 c. The District shall require that the employee submit a “Request for Leave of  
36 Absence” form (MCS-2a) and a “Physician’s Certification of Catastrophic  
37 Condition” form. The certification shall be issued by the health care provider of  
38 the individual requiring care. That certification shall be sufficient if it includes  
39 all of the following:  
40
- 41 1. The date on which the catastrophic condition commenced.  
42
- 43 2. An estimate of the amount of time that the health care provider  
44 believes the individual will require care.  
45
- 46 3. A statement that a catastrophic condition warrants the participation  
47 of the employee to provide care during a period of treatment or  
48 supervision of the individual requiring care.

- d. Upon expiration of the time estimate by the health care provider on the original certification, the District may require the employee to obtain recertification in accordance with the procedure provided above if additional leave is required.
- e. If an employee fails to submit the leave of absence form, physician's certification or physician's recertification, the employee shall be docked their full daily rate of pay for the number of days absent.
- f. Leave provided for pursuant to this section may be taken in one (1) or more periods but shall not exceed employee's accumulated full-pay sick leave.

E.E. COVID-19 Leave

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

F.F. Reproductive Loss Leave

Effective January 1, 2024, SB848 (Government Code section 12945.6) entitles eligible employees to Leave for Reproductive Loss. The employee must be employed for at least thirty (30) days prior to the start of the leave. A reproductive loss event is defined as the day, or for a multiple-day event, the final day of a:

- a. Failed adoption
- b. Failed surrogacy
- c. Miscarriage
- d. Stillbirth
- e. Unsuccessful Assisted Reproduction (Such as artificial insemination or embryo transfer)

The parties agree that employees who experience (or whose spouse, domestic partner or another individual who would have been a parent of a child as a result of a pregnancy experiences) a reproductive loss event are entitled to time off as outlined below:

- a. Five (5) days for a failed adoption or failed surrogacy through the use of the employee's sick leave. If accrued sick leave has been exhausted, the time off will be unpaid. Sick leave reserve cannot be utilized.
- b. Seven (7) days for a miscarriage, stillbirth, or unsuccessful assisted reproduction. Use of this leave for these reasons will not result in deduction of employee's sick leave.

The leave must be taken within three (3) months of the reproductive loss event. If the employee chooses to use, a different leave entitlement such as Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA), then the employee must complete the reproductive loss leave within three (3) months of the end date of the other leave.

- 1 a. If an eligible employee experiences more than one (1) reproductive loss event
- 2 within a twelve (12)-month period, MCS may afford the employee up to
- 3 twenty (20) days of leave within a twelve (12)-month period. The leave can be
- 4 taken on non-consecutive days, subject to prior notification by the employee.
- 5 b. Verification of a reproductive loss event may be required by Human
- 6 Resources.

ARTICLE VI

CLASS SIZE

1 A. For Transitional Kindergarten-Grade 6 (TK-6):

2  
3 1. For grades TK-6 class size maximums as listed below:

4  
5 TK/K - 24  
6 1 - 24  
7 2 - 24  
8 3 - 24  
9 4 - 34  
10 5 - 34  
11 6 - 34

12  
13 Combination class size maximum shall be the lower of two (2) grade levels.

14  
15 Class size maximums can only be exceeded at grades 4-5-6 if teacher(s) sign a written  
16 waiver.

17  
18 Class Size Reductions

19  
20 The parties acknowledge that as a condition of receiving the additional funding grant  
21 for TK-3 Class size reduction under the Local Control Funding Formula (LCFF) the  
22 District is required to make progress toward maintaining an average class enrollment of  
23 not more than twenty-four (24) students for each school site in kindergarten and grades  
24 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education  
25 Code section 42238.02. The parties intend for the District to be in compliance with this  
26 law as interpreted by subsequent guidelines and regulations of the California  
27 Department of Education (CDE) upon full implementation of the LCFF (currently  
28 2020) as set forth in Education Code section 42238.02(d)(3)(D).

- 29  
30
- 31 • The Association and the District agree to implement full day class size reduction in  
32 kindergarten and third (3<sup>rd</sup>) grade at schools where space is available for the 2000-  
33 2001 school year.
  - 34 • The District retains the discretion to exceed K-3 class size reduction maximums of  
35 twenty-four (24) when enrollment, facilities, transportation or staffing precludes  
36 enrollment of a student residing in an attendance boundary or otherwise legally  
37 entitled to enroll. The District and the Association agree the District's exercise of  
38 this discretion constitutes a "collectively bargained alternative class size enrollment  
39 for each school site" in grades K through 3, inclusive pursuant to Education Code  
40 section 42238.02.
  - 41 • Selection of teachers to take the added students shall be on a volunteer basis. If no  
42 teacher volunteers, the principal will assign. Unless requested by the teacher, the  
43 overload class shall not be assigned to the same teacher for the following year.

- 1           2.   The Association agrees that during the life of this agreement it will neither discourage  
2           nor encourage class size waivers by individual teachers.
- 3
- 4           3.   The District agrees to make a good faith effort to balance the number of students by the  
5           end of the third week. In the event of a change in assignment, i.e. due to collapsing  
6           classes, creation of combination classes, etc., during first (1<sup>st</sup>) month staffing and  
7           enrollment, the affected teacher(s) shall be given no less than three (3) work days'  
8           notice unless mutually agreed upon otherwise, before the new assignment is effective.  
9           Should granting this notice result in delaying balancing to the fourth (4<sup>th</sup>) week, this  
10          shall not constitute a violation of the three (3)-week balancing term.
- 11
- 12          4.   In grades TK-6, no more than two (2) grade levels will compose a single class unless  
13          the teacher agrees.

14

15 B. For grades 7-8:

16

- 17          1.   At the junior high schools, the District agrees to make a good faith effort to balance  
18          class sizes by the end of the third (3<sup>rd</sup>) week of the beginning of the fall semester and by  
19          the beginning of the third (3<sup>rd</sup>) week of the spring semester.
- 20
- 21          2.   At the 7-8 level, the following class size maximums are agreed to:  
22                a.   35 for all classes  
23                b.   54 for Physical Education  
24                c.   33 for Co-Teaching Inclusion Classes (7-8 Parallel Program Cohorts)
- 25
- 26
- 27          3.   The above paragraph may be waived by individual teachers for specific classes or  
28          periods of time. The Association agrees that during the life of this agreement it will  
29          neither discourage nor encourage class size waivers by individual teachers.
- 30
- 31          4.   The intent of the District is to maintain class size averages by scheduling some teachers  
32          to teach six (6) classes in the fall and four (4) classes in the spring, thus, balancing  
33          classes between first (1<sup>st</sup>) and second (2<sup>nd</sup>) semesters.
- 34
- 35          5.   The District shall make a good faith effort to maintain equitable class sizes during the  
36          remainder of the semester.

37

38 C. For grades 9-12:

39

- 40          1.   At the high schools, the District agrees to make a good faith effort to balance class sizes  
41          by the end of the third week of the beginning of the fall semester and by the beginning  
42          of the third (3<sup>rd</sup>) week of the spring semester.
- 43
- 44          2.   At the 9-12 level, the following class size maximums are agreed to:  
45                a.   37 for all classes  
46                b.   57 for Physical Education  
47                c.   35 for Co-Teaching Inclusion Classes (9-12 Parallel Program Cohorts)  
48                d.   30 for Elliott Education Center

- 1 3. The above paragraph may be waived by individual teachers for specific classes or  
2 periods of time. The Association agrees that during the life of this agreement it will  
3 neither discourage nor encourage class size waivers by individual teachers.  
4
- 5 4. The intent of the District is to maintain class size averages by scheduling some teachers  
6 to teach six (6) classes in the fall and four (4) classes in the spring, thus, balancing  
7 classes between first (1<sup>st</sup>) and second (2<sup>nd</sup>) semesters.  
8
- 9 5. The District shall make a good faith effort to maintain equitable class sizes during the  
10 remainder of the semester.  
11
- 12 6. The above newly agreed upon class size maximums shall be effective commencing the  
13 2024-25 school year.  
14

15 D. Notwithstanding section B.3 and C.3, for the 2024-2025 and 2025-2026 school years, after  
16 the end of the third (3<sup>rd</sup>) week of the fall semester and after the third (3<sup>rd</sup>) week of the spring  
17 semester, a principal, after soliciting volunteers, may assign a 7-12 grade teacher up to one  
18 (1) additional student per period in excess of the class size maximums. The District shall  
19 pay each 7-12 grade teacher assigned the additional student, \$3.00 per student, per period to  
20 compensate the teacher for the overage.  
21

22 After the above-mentioned balancing period, a 7-12 grade teacher may volunteer to accept  
23 students over the class size maximum in a period and the District shall pay the teacher \$3.00  
24 per student, per period, to compensate the teacher for the overage if the student is assigned  
25 by the District.  
26

27 The overage is to be paid monthly via pay claim.  
28

29 The involuntary overage placement and class size overage payment shall not apply to the  
30 following courses:  
31

- 32 • Interscholastic Athletics
- 33 • Student Leadership
- 34 • Peer Tutor
- 35 • Teacher's Aide/Assistant
- 36 • Visual and Performing Arts (e.g., Orchestra, Marching Band)  
37

38 A student assigned to a non-instructional course (teaching assistant) shall not count toward  
39 the class size maximums. For example, a teacher assigned to teach a grade 9-12 math class  
40 with thirty-seven (37) students with a teacher's aide, would not receive a class size overage.  
41

42 The Parties agree that their representatives shall meet to review the status of the 7-12 grade  
43 overage program prior to the end of the 2024-2025 school year.  
44  
45  
46

1 E. Special Education

2  
3 The following caseload maximums are effective beginning the 2023-2024 school year.

4

<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	12	Parallel Learning	15
HS Intermediate/Advanced	12	Functional Learning	12
Functional Learning	12	Therapeutic Learning	13
		Highly Structured 1	12
		Highly Structured 2/3/4	12
<u>7-8</u>		<u>9-12</u>	
Parallel Learning	17	Parallel Learning	18
Functional Learning	14	Functional Learning	16
Therapeutic Learning	15	Therapeutic Learning	16
Highly Structured	14	Highly Structured	16
Applied Learning	17	Applied Learning	18
<u>Ages 18-22</u>		<u>TK-12</u>	
Transitions	17	DHH	14
		MOVE	14
		DHH Itinerant	40*

22  
23  
24  
25  
26  
27  
28  
29 \*One (1) infant served weekly counts as two (2) students on a caseload.

30  
31 If the caseload maximum is exceeded, the teacher will receive \$15.00 per day per student to  
32 compensate the employee for the caseload overage to be paid monthly via pay claim.

33  
34 Classes located at the same site will be based on average caseload size when determining  
35 the \$15.00 per day compensation.

36  
37 Adjustments to the above class size maximums for Special Education must be made at the  
38 beginning of each school year by the end of the third (3<sup>rd</sup>) week of school. Compensation  
39 for overages will begin after the third (3<sup>rd</sup>) week of school after any balancing occurs.

40  
41 At the TK-6 level, excluding students who have a speech-only IEP, if a TK-6 classroom  
42 teacher (excluding prep providers and computer literacy teachers) has a ratio of students  
43 with IEPs in a general education classroom that exceeds thirty percent (30%) of the overall  
44 class size maximum, the site administrator shall meet with the general education teacher  
45 within ten (10) work days of the request for such meeting to develop and implement a  
46 classroom support plan.

1 At the 7-12 level, if a class is not balanced and whenever the ratio of students with IEPs in a  
2 general education classroom exceeds forty percent (40%) of the overall class size, the site  
3 administration shall meet with the general education teacher within ten (10) work days of  
4 the request for such meeting to develop and implement a classroom support plan.

5  
6 For TK-6, students with IEPs who are included in general education classroom settings for  
7 more than three (3) hours, inclusive of lunch, prep, recess, library, etc., shall count toward  
8 the class size maximum.

9  
10 If a teacher is at class size maximum and a student's IEP requires mainstreaming, the  
11 teacher shall take up to three (3) students above the maximum and shall be compensated at  
12 \$15.00 per day per student.

13  
14 F. Contract Full-time Independent Study

15  
16 A full-time Independent Study teacher shall carry thirty (30) students per week (sic (6)  
17 hours per day, five (5) days per week).

18  
19 G. Class Size Review Committee

20  
21 Commencing upon final ratification and approval of this agreement, a Class Size Review  
22 Committee will be established to review class size maximums, the impacts of the current  
23 agreement, facilities, and study class size maximum averages and trends among agreed upon  
24 surrounding and like school districts. The intent is to conduct a comprehensive review upon  
25 which consultation may occur related to consideration for further reduction of class size  
26 maximums. The Committee will provide an end of process summary shared with the respective  
27 bargaining teams prior to December 1, 2024.

28  
29 The Committee shall consist of four (4) MTA unit members and four (4) management members.  
30 There will be two (2) co-chairs (one MTA unit member and one management member).

31  
32 Each MTA member will receive a two-thousand dollar (\$2,000) stipend for service on the  
33 Committee. Stipend to be applied to the mid-month pay no later than the month following  
34 completion of the process.

35  
36 The Committee is a recommending body that will meet outside the school day.  
37 Following the receipt of the end of process summary, either MTA or the District may request to  
38 bargain items within the scope of bargaining. A request to bargain must state the rationale and  
39 identify those subjects within the scope of the bargaining that are reasonably impacted by the  
40 request. An initial negotiation session will be held within thirty (30) calendar days following  
41 the request to bargain.

42  
43 H. K-6 Partnered Classrooms

44  
45 Partnered classrooms may be used by administration at TK-6 sites for corrective  
46 disciplinary measures. Teacher participation as a partnered classroom shall be on a  
47 voluntary basis. The addition of a student on a temporary basis as part of a partnered  
48 classroom shall not constitute a change in class size for any purpose.

ARTICLE VII

STAFFING RATIOS

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

3  
4 Staffing shall be based on the number of students at the end of the third week of the school year.

5  
6 1. K-3: One (1) teacher per 24.94 students.

7  
8 2. 4-6: One (1) teacher per 33.0 students.

9  
10 3. PreK-6: Prep Period delivery will be no less than the 2013-14 level, districtwide,  
11 of 11.5 FTE.

12  
13 4. TK-6: Instrumental Music Teachers 9.6 FTE.

14  
15 5. 7-8: Teachers: The teaching staff allocation for grades 7-8 shall be based on a 29.9:1 ratio.

16  
17 6. 7-8: Minimum staffing ratio formula is indicated below for the eighth (8<sup>th</sup>) period  
18 assignment (six (6) teacher or seven (7) student periods) at the 7-8 level. Full year  
19 enrollment per site for remediation divided by twenty-five (25) = minimum number  
20 of eighth (8<sup>th</sup>) period classes per site for remediation.

21  
22 7. 7-8: Remedial reading labs staffed at 25:1 ratio.

23  
24 8. 7-8: Counselors: 1.0 FTE per site.

25  
26 9. 7-8: Librarian: .50 FTE per site.

27  
28 10. 9-12: Teachers: The teaching staff allocation for grades 9-12 shall be based on a 29.9:1  
29 ratio applied to the adjusted enrollment figure.

30  
31 11. 9-12: Minimum staffing ratio will be indicated below for eighth (8<sup>th</sup>) period (seventh (7<sup>th</sup>)  
32 instructional period) at the high school level.

33  
34 Full year eighth (8<sup>th</sup>) period enrollment x attrition factor divided by 29.9, divided by  
35 six (6) = FTE. One (1.0) FTE will be converted for sixth (6<sup>th</sup>) period sports optionals.

36  
37 12. 9-12: Counselors: The staffing ratio for regular High School Counselors shall not exceed a  
38 District site average of 700:1.

39  
40 13. 9-12: College Counselors: .80 FTE per comprehensive site.

1 14. 9-12: Librarian: 1.0 FTE per comprehensive site.

2  
3 15. 9-12: Work Experience: 1.0 FTE per comprehensive site.

4  
5 16. PreK-12: Nurses: General Fund and Special Education funded will be no less than the  
6 2013-14 level of 12.55 FTE.

7  
8 17. Opportunity School: Teachers: The teaching staff allocation shall be based on a 29.5:1 ratio.

9  
10 18. Continuation School: Teachers: The teaching staff allocation shall be based on a 29.9:1 ratio.

11  
12 19. Continuation School: Work Experience: .40 FTE.

13  
14 20. Resource Specialist Caseloads

15  
16 Resource Specialist caseloads shall be based on the average for the year and in accordance  
17 with Education Code when determining initial staffing allocations. Caseloads will be  
18 reviewed each month to determine whether additional resources are needed immediately  
19 based on consistent counts over caseload or trends in numbers from month-to-month.  
20 Temporary assistance may be provided through sharing of resource time between sites that  
21 are over twenty-eight (28) and those that are twenty (20) or under. Assistance to overloaded  
22 sites may also be provided by a rover, substitute or other additional time (e.g.  
23 paraprofessional allocation), or at 7-12 with optional periods.

24  
25 Evaluation of caseloads for determining reassignment of staff will be made at the first  
26 trimester for TK-6 and the first (1<sup>st</sup>) quarter for 7-12.

27  
28 A Resource Specialist who has a caseload of twenty (20) or less may be assigned  
29 temporarily to assist at other sites for up to thirty (30) days each year. This provision shall  
30 not be deemed a formal reassignment or transfer as provided in Articles XIII and XIV.

31  
32 The District will make a good faith effort to balance Resource Specialists' caseloads among  
33 teachers at sites and across the District.

34  
35 21. Speech-Language Pathologists

36  
37 Speech-Language Pathologists caseloads shall be based on the average for the year and in  
38 accordance with Education Code when determining initial staffing allocations. Caseloads  
39 will be reviewed each month to determine whether additional resources are needed based on  
40 consistent counts over caseload or trends in numbers from month-to-month. Adjustments  
41 will be made when needed.

42  
43 The District will make a good faith effort to balance Speech-Language Pathologists  
44 caseloads across the District, but no Speech-Language Pathologists shall have an individual  
45 caseload greater than sixty-five (65) students.

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

ARTICLE VIII

EVALUATION PROCEDURES

1 A. INSTRUCTIONAL EMPLOYEES

- 2
- 3 1. The District’s adopted employees’ evaluation procedures shall be for the purpose of
- 4 improving instruction and to maintain professional standards. The process is based
- 5 upon the California Standards for the Teaching Profession (CSTP), as may be amended
- 6 from time to time.
- 7
- 8 2. The evaluation and assessment of instructional employee competence shall not include
- 9 the use of publishers’ norms established by standardized tests. In order to be qualified
- 10 to perform observations, the evaluator must complete an annual training for the purpose
- 11 of calibration with the goal of uniformity in the evaluation process.
- 12
- 13 3. All instructional employees shall be responsible for two (2) professional goals. One (1)
- 14 goal shall be identified by the instructional employee and related to the District annual
- 15 focus. One (1) goal will be identified by the instructional employee, representing a
- 16 major component of his/her growth as a professional. Both goals must be mutually
- 17 agreed upon by the instructional employee and the evaluator. Any appeal will be
- 18 presented to the evaluator’s Senior Director for resolution.
- 19
- 20 4. Library Media Teachers are instructional employees and shall be considered as such for
- 21 the purposes of evaluation.
- 22

23 B. NON-INSTRUCTIONAL EMPLOYEES

- 24
- 25 1. Certificated non-instructional personnel shall be evaluated according to their job
- 26 responsibilities. The District’s adopted employees’ evaluation procedures for non-
- 27 instructional employees shall be for the purpose of improving performance and to
- 28 maintain professional standards. In order to be qualified to perform observations, the
- 29 evaluator must complete an annual training for the purpose of calibration with the goal
- 30 of uniformity in the evaluation process.
- 31
- 32 2. The evaluation and assessment of non-instructional employees’ competency shall
- 33 reasonably relate to the fulfillment of their job responsibilities. Assessment of
- 34 fulfillment of job responsibilities for non-instructional certificated employees shall be
- 35 included in the final evaluation.
- 36

37 All non-instructional employees shall be responsible for two (2) performance goals

38 reasonably related to the fulfillment of their job responsibilities. One (1) goal shall be

39 identified by the non-instructional employee and related to the District annual focus.

40 One (1) goal will be identified by the non-instructional employee, representing a major

41 component of his/her job growth as a professional. Both goals must be mutually agreed

1 upon by the non-instructional employee and the evaluator. Any appeal will be  
2 presented to the evaluator's Senior Director for resolution.

- 3  
4 3. School Psychologists: The initial consultation and final conference relating to  
5 evaluation shall be with the same single supervisor. The supervisor appointed as the  
6 evaluator may seek input from the supervisors where the psychologist is assigned.  
7

8 **C. ALL CERTIFICATED EMPLOYEES**

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

1 observation is satisfactory or unsatisfactory. If any observation is unsatisfactory, the  
2 evaluator must clearly communicate to the certificated employee all the areas in which  
3 improvement is needed and suggested steps to address those areas.  
4

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

1 14. All “unsatisfactory” final evaluations must be based on more than two (2) observations.  
2

3 15. Permanent certificated employees receiving an unsatisfactory evaluation must participate  
4 in the PAR Program. Once the permanent certificated employee receives a satisfactory  
5 evaluation, he/she will be exited from PAR and will not be evaluated the following year.  
6

7 16. Completed evaluation forms for all personnel subject to evaluation during that year shall  
8 be transmitted by the evaluator to the evaluatee not later than thirty (30) days prior to the  
9 last day of that evaluation year. The entire evaluation process, including all forms and  
10 meetings, shall be completed within the school year in which the evaluation began. The  
11 evaluator and evaluatee shall discuss the completed evaluation forms prior to the last  
12 school day of the evaluation year.  
13

14 17. The parties agree that the officially adopted evaluation procedures of this agreement shall  
15 comply with the above requirements.  
16

17 **D. PROCEDURES FOR PLAN OF IMPROVEMENT**  
18

19 1. If after two (2) unsatisfactory observations the certificated employee has not remediated  
20 his/her deficiencies, he/she shall be noted as “in need of special assistance” and placed on  
21 a plan of improvement.  
22

23 2. The Plan of Improvement is intended to help the certificated employee by establishing a  
24 clear plan for support including coaching, feedback, and a commitment for support,  
25 resources, and follow-up by the evaluator. The evaluator shall commit to being clear on  
26 support and resources available. In consideration of individual needs, the Plan of  
27 Improvement duration shall be determined by the evaluator in consultation with the  
28 certificated employee. The plan of improvement shall be a minimum of four (4) weeks in  
29 length, and with mutual consent, may be extended as necessary. In no case shall there be  
30 a formal observation of the certificated employee before the four (4) weeks have lapsed.  
31

32 3. The plan of improvement shall include:  
33

34 a. A statement of the problem and existing conditions in relationship to the CSTPs  
35 (instructional) or performance of job responsibilities (non-instructional).

36 b. Specific goals for the certificated employee in relationship to the CSTPs  
37 (instructional) or performance of job responsibilities (non-instructional).

38 c. Methods and resources which the certificated employee may use to remedy the  
39 problem and meet expectations.

40 d. Specific guidance and assistance that will be offered to the certificated employee  
41 which may include:

42 i. Release time to observe other certificated employees

43 ii. Support as identified by the District

44 iii. Professional development, as provided by the Curriculum Instruction and  
45 Professional Development Department  
46

- iv. Lesson modeling, as provided by District or site coaches and/or site administrators
- v. Certificated employee's input and plan to improve his/her performance

E. PAR REFERRAL

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

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

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

G. NEW CERTIFICATED INSTRUCTIONAL EMPLOYEE OBSERVATIONS

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

ARTICLE IX

SALARY

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

- 3       Certificated (Schedule A)
- 4       School Psychologists' and Board Certified Behavior Analysts'
- 5       Speech-Language Pathologists, School Nurses, and Inclusion Specialists
- 6       Intern
- 7       GradPath Academy
- 8       195-Day Schedule Employees
- 9       Agriculture Education, 9-12
- 10      Cal-Safe Teachers
- 11      Early Childhood Education – Teacher
- 12      Early Childhood Education – Specialist

13  
14 Professional Development: For the 2024-2025 school year commencing upon execution of this  
15 agreement, the District shall pay the equivalent of .5% of a bargaining unit member's annual  
16 base salary upon completion of six (6) hours of District-approved professional development that  
17 aligns with California State Standards, Instructional Core, Culturally Responsive Instruction,  
18 differentiated instruction and social emotional learning, Special Education, CAASPP Training,  
19 Physical Restraint Reduction training, inclusive practices, curriculum training, and or other  
20 topics identified by the District. Refresher courses will be credited towards hours after three (3)  
21 years with prior approval. ECE certificated employees shall receive .5% (6 hours) based on  
22 column 1, step 1 of Salary Schedule A. This professional development is exclusive of any other  
23 professional development for which compensation is paid. The District will provide the  
24 appropriate form that will require site administrator and CIPD approval. All hours must be  
25 completed and submitted by June 30, 2025, for the 2024-25 school year.

26  
27 For the 2025-2026 school year commencing upon execution of this agreement, the District shall  
28 pay the equivalent of .5% of a bargaining unit member's annual base salary upon completion of  
29 six (6) hours of District-approved professional development that aligns with California State  
30 Standards, Instructional Core, Culturally Responsive Instruction, differentiated instruction and  
31 social emotional learning, Special Education, CAASPP Training, Physical Restraint Reduction  
32 training, inclusive practices, curriculum training, and or other topics identified by the District.  
33 Refresher courses will be credited towards hours after three (3) years with prior approval. ECE  
34 certificated employees shall receive .5% (6 hours) based on column 1, step 1 of Salary Schedule  
35 A. This professional development is exclusive of any other professional development for which  
36 compensation is paid. The District will provide the appropriate form that will require site  
37 administrator and CIPD approval. All hours must be completed and submitted as follows:

- 38
- 39       • Hours completed and submitted by November 16, 2025 for mid-year payment.
- 40       • Hours completed and submitted by June 16, 2026 for end-of-year payment.

1 A 7.25% increase to the applicable salary schedules effective July 1, 2023 or beginning of the  
2 2023-24 school year pay cycle.

3  
4 Online Learning Program Teachers will be paid from the Hourly Direct Instruction rate.

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

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

- 12  
13 A. Eighth (8<sup>th</sup>) period compensation shall be filled on a voluntary basis, with first priority to  
14 existing employees. Stipends will be paid based upon the length of a class. Semester class  
15 will receive semester optionals, quarter classes will receive quarter optionals. The amount  
16 paid shall be standard for a semester or quarter and not varied based upon the number of days  
17 of a semester/quarter.

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

21  
22 B. Longer Day/Longer Year Incentives

- 23  
24 1. The MTA agrees that in the event the MTA causes the District to lose longer day money  
25 through not providing 180 days of instruction to students, the salary schedule may be  
26 reduced. The amount the salary schedule is reduced shall be proportionate to the amount  
27 of revenue actually lost, but in no event more than 1.7%.
- 28  
29 2. In the event MTA causes the District to lose longer day money through not instructing the  
30 minimum time necessary, then teacher salary schedules may be reduced. The amount  
31 reduced must be proportionate to the amount actually lost but in no event reduced more  
32 than 1.9%.
- 33  
34 3. Since 1-3 and 4-6 student schedules shall overlap, TK-6 teachers shall be available to  
35 provide supervision of students before and after school as necessary to implement the  
36 longer day plan. The District shall make an effort to minimize additional supervision  
37 requirements.

38  
39 C. Early Childhood Education

40  
41 Effective July 1, 2024:

42  
43 Child Development Specialists will be moved to the current Early Childhood Education Head  
44 Start Specialist Salary Schedule which will be renamed "Early Childhood Education  
45 Specialist Salary Schedule." The Early Childhood Education State Specialist Salary Schedule  
46 is deleted.

1 The following positions will be moved from the Early Childhood Education Pre-School Teacher  
2 Salary Schedule to the current Early Childhood Education Head Start Teacher Salary Schedule:

- 3
- 4 • Head Start Teacher Full Day
- 5 • Head Start Teacher Part Day
- 6 • Child Development Programs State Pre-School Teacher Part Day
- 7

8 The Early Childhood Education Head Start Teacher Salary Schedule shall be renamed “Early  
9 Childhood Education Teacher Salary Schedule.” The “Early Childhood State Pre-School  
10 Teacher Salary Schedule” is deleted.

11

12 Early Childhood Education employees moving from a State Pre-School Salary Schedule to  
13 either of the new salary schedules will not have their hourly rate of pay reduced. These new  
14 salary schedules will incorporate longevity by adding steps ten (10) through twenty (20) and  
15 eliminating the stipends for longevity commencing July 1, 2024.

16

17 Early Childhood Education teachers will be required to complete the daily health and safety  
18 checklist. The intent is to adhere to program compliance requirements. The District will  
19 consult with the Association regarding approval of the initial form. Should the State regulations  
20 change and require revisions to the daily health and safety checklist that affect certificated staff,  
21 the District shall meet and consult with the Association prior to distributing changes.

22

23 Early Childhood Education (ECE) Salary Step Placement - ECE teachers employed as TK-12  
24 teachers: Where the employee has at least a BA Degree, each two (2) years of Early Childhood  
25 Education Program teaching shall count for one (1) year salary step placement, up to a  
26 maximum of five (5) years in placement on the Certificated Salary Schedule.

27

28 Notwithstanding professional responsibilities in Article XVII – Early Childhood Education, the  
29 District, in consultation with the Association, has the discretion to establish the minimum  
30 qualifications for certificated ECE employment.

31

32 D. Longevity

33

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

36 Five (5) increments shall be granted as longevity steps, the first after completion of the  
37 seventeenth (17th) year of credited service, and the second after twenty (20) years of credited  
38 service, the third after twenty-three (23) years of credited service, the fourth after twenty-six  
39 (26) years of credited service and the fifth after thirty (30) years of credited service.

40

41 E. Travel

42

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

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

3  
4 G. Placement on the salary schedule for employees is based upon educational training and prior  
5 teaching experience in accordance with the following:

6  
7 H. For Employees New to the District

- 8  
9 1. Beginning with the 2016-17 school year, teacher experience is granted on the basis of  
10 one (1) step for each year of verified prior certificated teaching experience. Actual  
11 initial placement is not to exceed a total of twelve (12) steps with the exception of  
12 Range I where the maximum number of steps is six (6), except as approved by the  
13 Board. A year of experience shall represent no less than seventy-five percent (75%) of  
14 the days of required service for one (1) given year. EXPERIENCE SHALL BE  
15 WITHIN THE LAST FIFTEEN (15) YEARS. Official transcripts and verification of  
16 certificated experience must be received in the Human Resources Office by August  
17 15<sup>th</sup>. Any new hire who accepts a position after July 15<sup>th</sup> will have thirty (30) days  
18 from the date of acceptance of position to submit all official transcripts and  
19 verification of certificated experience. Any documents received after the above  
20 deadlines will be processed according to deadlines outlined in “Filing of Units”  
21 (section I.5). The District may grant, on a case by case basis, extensions to these  
22 deadlines based on unique circumstances or compelling need.

23  
24 (If a teaching credential could have been obtained prior to the date the credential  
25 was actually granted, the date the credential could have been obtained shall be  
26 used to determine teaching experience placement on the salary schedule. The  
27 burden of proof shall be on the employee to establish that the academic  
28 requirements were met to obtain a teaching credential.)

29  
30 Maximum placement for provisional credentialed personnel is Step 6, except as  
31 approved by the Board.

32  
33 Upon application, prior experience related closely to the local teaching assignment,  
34 when fully verified, shall be credited on the basis of one (1) step for each two (2) years  
35 within the past ten (10) years. Experience credit cannot exceed three (3) steps. The  
36 B.A. Degree or equivalent, or a regular credential shall have been earned before the  
37 related work experience.

- 38  
39 2. Beginning with the 2021-22 school year, a school nurse will be given salary schedule  
40 credit for verified prior public school nurse experience and/or non-school Registered  
41 Nurse experience. Actual initial placement is not to exceed a total of twelve (12) steps.  
42 Verification of qualified experience must be received in the Human Resources Office  
43 within thirty (30) days of acceptance of the position.

- 44  
45 3. Career Technical Education (CTE) Salary Placement – Beginning with the 2023-24  
46 school year, CTE instructors with relevant private sector/trade experience outside of  
47 the classroom shall earn one (1) year of service for every year of private sector

1 experience for initial placement on the salary schedule. Initial placement on the salary  
2 schedule may be up to but shall not exceed placement on Step 12. In addition:

- 3 • CTE teachers shall advance one (1) step for each year of full-time service  
4 in the District up to the maximum step in the respective column on the  
5 salary schedule. Full time is defined as completing 75% of the annual  
6 required days of service.
- 7 • Years of full-time service as a classroom teacher shall count toward initial  
8 salary placement.
- 9 • Initial placement of private sector experience plus school teaching  
10 experience combined, shall not exceed placement on Step 12.
- 11 • Experience must be directly related to the teaching assignment and  
12 evaluated and verified for alignment with the assignment.
- 13 • Final initial salary placement determinations shall be made by the Associate  
14 Superintendent, Human Resources or designee, in accordance with the above.  
15

16 4. Board Certified Behavior Analyst (BCBA) and Speech-Language Pathologist (SLP)  
17 Salary Placement - beginning with the 2023-24 school year, initial salary placement  
18 for new hire employees in these positions shall be based on experience as follows:  
19

- 20 • Each year of verified certificated teaching experience, if applicable, shall be  
21 applied consistent with section H.1 above.
- 22 • Annual Increment (section I.6) shall apply in defining one (1) year of service,  
23 except that service in a non-school district agency may be calculated based on  
24 a calendar year rather than school district fiscal year. Service in more than one  
25 (1) agency may be combined when calculating prior experience to determine a  
26 year of service. To apply, service must be full-time and must be directly  
27 related to the BCBA or LSH certification/credentialing.
- 28 • Prior experience related closely to the local teaching or BCBA/SLP assignment  
29 shall be credited on the basis of one (1) step for each two (2) years within the  
30 past ten (10) years, with maximum placement not to exceed Step 3.
- 31 • Final initial salary placement determinations shall be made by the Associate  
32 Superintendent, Human Resources or designee, in accordance with the above.  
33

34 I. Units  
35

- 36 1. Credit is granted toward salary advancement for units earned after receiving the  
37 Bachelor's Degree, including post-graduate units received prior to Bachelor's Degree,  
38 as shown on an official transcript from a college or university only if they are:
  - 39 a) Earned at accredited colleges or universities with at least a "C" grade equivalent  
40 or earned at non-accredited colleges or universities with at least a "C" grade or  
41 equivalent and are accepted for credit on the official transcripts of accredited  
42 colleges or universities or CTC Induction of Intern Programs.
  - 43 b) Clearly and substantially supportive of the employee's assignment or the  
44 employee's District approved goal.  
45

1 c) Units shall be recorded as semester units. The formula to convert from quarter  
2 units to semester units shall be: quarter units x .667 = semester units.  
3

4 2. With prior District approval, credit may be granted toward salary schedule advancement  
5 for lower division units and upper division or graduate units not covered under part (a),  
6 earned with at least a “C” grade or equivalent after the date of receiving the Bachelor’s  
7 Degree as shown on an official transcript from a college or university.  
8

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

13 4. A school nurse will receive two (2) units of credit toward salary schedule placement for  
14 completion of each thirty (30) hours of continuing education of the type that is utilized  
15 to keep a current California Nursing License. This shall apply to hours earned after  
16 September 1, 1985.  
17

18 5. Filing of Units  
19

20 Official transcripts received in the Human Resources Office no later than October 1  
21 shall count toward reclassification beginning January 1 of the current school year and be  
22 paid in the February pay cycle to maximize payment to the member. Official transcripts  
23 received in the Human Resources Office after October 1 but no later than April 1 shall  
24 count toward reclassification for the following school year. All step (years of service)  
25 changes will occur at the beginning of the school year. The regular school year is the  
26 first work day through the last day of school. Transcripts shall not be returned to the  
27 employee and become the property of Modesto City Schools as part of the employee’s  
28 personnel file. For employees new to the District, transcripts must be received in the  
29 Human Resources Office as noted in section H.1.  
30

31 6. Annual Increment  
32

33 Seventy-five percent (75%) of the annual required days of service shall be served to  
34 qualify for the annual increment.  
35

36 J. Staff Development  
37

38 District sponsored staff development activities are primarily delivered by the Curriculum and  
39 Instruction/Professional Development (CIPD) division, but may also occur out of several  
40 departments in Modesto City Schools. This includes CIPD, State and Federal Programs,  
41 Induction, Educational Services and Student Support Services. Many workshops or in-  
42 services are prepared and presented by teachers outside their regular job description. There is  
43 a need for some consistent guidelines for compensation for teachers working outside their  
44 regular job description, at the District level, in the capacity of presenter and/or in the  
45 development of information for the presentation.  
46

1 Listed below are three (3) of the most common situations and how teachers will be compensated:  
2

- 3 1. The teacher presenter prepares a new presentation.  
4

5 The presenter is compensated one (1) hour of presentation development time at the  
6 Curriculum Development Rate for each hour of the presentation. (Example: three (3)  
7 hours of preparation for a three (3) hour presentation)  
8

- 9 2. The teacher presenter prepares to present a previously prepared presentation. (Example:  
10 Teacher is handed the binder for Class Size Reduction In-service and must prepare to  
11 present the material)  
12

13 The presenter is compensated for one hour of presentation development at the Curriculum  
14 Development Rate for each two (2) hours of presentation. (Example: two (2) hours to  
15 prepare to present a four (4) hour presentation)  
16

- 17 3. The teacher presenter prepares to present the same presentation several times.  
18

19 The presenter is compensated according to #1 or #2 above, for the first presentation. The  
20 presenter is compensated for one hour for each repeated presentation.  
21

22 In all three (3) situations, the teacher presenter is compensated for time of the presentation,  
23 excluding lunch/dinner breaks.  
24

25 The Curriculum Development Rate will be paid in the following situations:  
26

- 27 1. Participating in District/Site coordinated summer professional development.  
28 2. Developing or revising curriculum outside of the work day.  
29 3. Assisting in student placement/support prior to the first teacher work day.  
30

31 **K. Deaf and Hard of Hearing Interpreting**  
32

33 To meet the educational needs of students in Deaf and Hard of Hearing (DHH) programs in  
34 the District and remain compliant with students' Individual Education Plans, sign language  
35 interpreting services are needed at activities and events outside of the school day. The first  
36 opportunity for this work is always offered and provided to the classified bargaining unit.  
37 When no qualified classified unit interpreters are willing or able to fulfill these services and a  
38 need arises, certificated teachers in DHH programs may provide interpreting for students.  
39 When providing these services outside of the school day, certificated DHH teachers will be  
40 compensated at their respective hourly rate based on their current salary placement.  
41

42 **L. Special Education Compensation**  
43

44 Due to various situations, on occasion it is necessary for current staff members to complete  
45 individualized Education Programs (IEP) for students not on their caseload. The  
46 compensation rate will be the hourly equivalent of the 8<sup>th</sup> period stipend amount.

1 M. 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.

16  
17 4. Flat Rate Stipends – the parties agree to meet and consult on identifying stipends  
18 created via Memorandum of Understanding that are appropriate to incorporate into  
19 the Flat Rate Extra Duty Stipend Schedule or 9-12 Athletic Stipend Salary Schedule,  
20 as applicable. Commencing the 2024-25 school year, unless noted otherwise, the  
21 following stipends will be added:

- 22 • Soccer Varsity Assistant Coach (6.5% of base)
- 23 • Soccer Frosh Head Coach (7.6% of base)
- 24 • Restructure Cheer stipends as follows (replacing current coach amounts)
  - 25 ○ Varsity Head Cheer Coach (8.5% of base)
  - 26 ○ Junior Varsity Head Cheer Coach (7.6% of base)
  - 27 ○ Frosh Head Cheer Coach (7.6% of base)
  - 28 ○ Eliminate existing “Coordinator” stipend position
- 29 • Flag Football (9-12 Athletic Stipend Salary Schedule)
  - 30 ○ Varsity Head Coach (8.25% of base)
  - 31 ○ Varsity Assistant Coach (6.5% of base)
  - 32 ○ Junior Varsity Head Coach (7.6% of base)
  - 33 ○ Frosh Head Coach (7.6% of base)
- 34 • Additional Music Stipends – *(per the attached which will be incorporated into*  
35 *the salary schedule)*
- 36 • Certificated Librarian Delegate Stipend: A stipend of \$3,000 will be established  
37 for an existing MCS librarian to assist with supporting the libraries at Elliott  
38 Alternative Education Center and Tuolumne TK-8 school. The stipend will be  
39 paid on the regular stipend payment schedule and shall be prorated for less than a  
40 full year of service. The parties agree to expedite this stipend via MOU,  
41 including agreement on the duty statement. Selection of the certificated librarian  
42 to receive and perform the duties for this stipend will follow an informal  
43 interview process after soliciting interest from current MCS certificated  
44 librarians. The District Chairperson, Library Services stipend position shall be  
45 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.

5. Counselor Stipend: The work day for certificated instructional staff includes periods of student contact as well as time dedicated to preparation as outlined in the collective bargaining unit. School counselors, due to the nature of their duties, schedules and student contact time, are not afforded a designated preparation time. In lieu of providing a designated preparation time during the work day, each counselor shall receive a counseling stipend included on the certificated salary schedule. The stipend, which is prorated for counselors less than .50 FTE, is applied to every school counselor at the 7-12 level. Counselors are not assigned additional duties above and beyond their job descriptions to perform in receiving this stipend. The intent of the Parties is for the stipend to be included as part of each counselor's base pay. This language is intended to articulate the application of the counseling stipend allocated to every counselor since the establishment of the counselor stipend, no later than the 1951/52 salary schedule.

6. Deaf and Hard of Hearing (DHH) Provider Stipend

The certificated employee appointed to the DHH Provider Stipend ensures that the services provided by the District's Deaf and Hard of Hearing (DHH) Providers are coordinated in a manner that supports students, sites and the District. Specific responsibilities are as outlined in the DHH Provider Stipend Duty Statement.

The Stipend amount will be 6.5% (of based) annually, and will be ongoing effective the 2022/23 school year.

N. STEAM Proposals

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 Deputy Superintendent 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.

1 O. Hourly Rates

- 2  
3 1. Effective upon ratification of the 2023-24 tentative agreement by both parties, the  
4 Curriculum Development and In-Service Participation rates will be implemented as  
5 follows:

6		
7	Curriculum Development	\$45.00
8	In-Service Participation	\$35.00
9	Hourly Direct Instruction	\$50.00

- 10  
11 2. Effective the 2020-21 school year, the District agrees to compensate substitute  
12 teachers with consistent employment with Modesto City Schools at the higher rate  
13 (21+ day rate) from year to year. “Consistent employment” is defined by working  
14 110 or more days in one school year or an average of ninety (90) days per year over  
15 two (2) consecutive years of employment, and completing the District’s Certificated  
16 Substitute Training once, if the trainings were available at the time of employment.

17  
18 3. Compensation Rates for Summer Employment:

19  
20 Based on state requirements, there is a need to provide services during the summer  
21 for summer school and extended school year (ESY). The rate of pay for the following  
22 classifications when completing work for Summer School/ESY will be the current  
23 agreed upon Summer School hourly rate or the employee’s regular hourly rate based  
24 on current step/column placement (Schedule A2) whichever is higher.

- 25 • Nurses
- 26 • Speech-Language Pathologists
- 27 • Psychologists

28  
29 Substitutes qualified to serve in the respective classifications who are utilized to fill needs  
30 will be paid as noted in the applicable section of the Substitute Salary Schedule.

31  
32 P. Combination Class Stipend:

33  
34 TK-6 classroom teachers assigned a combination class shall be paid a stipend equal to the  
35 Optional Period Assignment on the Flat Rate Extra Duty Stipend Schedule. The stipend will  
36 be paid in quarterly payments during the school year and will be prorated for less than a full  
37 year of service. The stipend shall apply to the start of the 2021-2022 school year.

38  
39 Q. TK-6 Class Size Overages

40  
41 After the first fifteen (15) student instructional days in any school year and if an individual  
42 TK-6 self contained class voluntarily exceeds the class size maximums in Article VI Class  
43 Size, the teacher will receive \$15.00 per day per student to compensate the teacher for the  
44 overage. Participation in taking students above the negotiated class size maximum and  
45 receiving compensation is voluntary for classroom teachers. The overage is to be paid  
46 monthly via pay claim. If a teacher requests additional students, even though other classes are

1 at a lower number, no additional compensation will be granted. The same dollar amount  
2 should apply to Special Education case load overages in Article VI.

3  
4 A Computer Literacy Teacher “CLT” will be compensated at \$3.00 per student over the class  
5 size limit for each hour of instruction. A CLT will not be compensated for an overage on days  
6 that the CLT does not instruct the class with the overage (i.e., Mondays, or holidays). The  
7 CLT will be required to submit a monthly pay claim which will be based on enrollment, not  
8 attendance, at the time of instruction.

9  
10 R. Substitute Differential – Effective upon ratification of the 2023-24 tentative agreement, the  
11 substitute differential for certificated staff (with the exception of those noted on the substitute  
12 salary schedule) shall be the applicable approved and/or temporary substitute daily rate of  
13 pay.

ARTICLE X

HEALTH AND WELFARE BENEFITS

1 A. Health Benefits Committee

2  
3 Commencing with the 2024-25 school year, the Health Benefits Committee shall meet no  
4 later than January 31, 2025 to continue to explore potential health benefits cost  
5 containments to help reduce employee out-of-pocket costs. The Committee may retain the  
6 services of a health insurance broker as a resource when needed. The Committee shall meet  
7 every other year going forward.

8  
9 The Committee shall consist of four (4) MTA unit members and four (4) management  
10 members.

11  
12 There will be two (2) Co-Chairs (one MTA unit member and one management member).

13  
14 Each MTA member will receive a two-hundred fifty dollar (\$250) stipend for service on the  
15 Committee (stipend to be applied and paid during years when the Committee meets to  
16 perform its work as described herein).

17  
18 The Committee is a recommending body that will meet outside of the school day.

19  
20 B. Effective January 1, 2011, the District re-enrolled in the CalPERS health care system in  
21 accordance with the timelines prescribed by CalPERS, subject to the recommendation of the  
22 Insurance Committee and MCS Board approval. (Any changes were to be cost-neutral to  
23 the District.)

24  
25 An eligible employee is a unit member that is regularly assigned to 60% or more of a full-  
26 time equivalent assignment. Service between 50% and 59.99% will be eligible for a  
27 percentage of the District Contribution. Service in a less than 50% position or substitute  
28 assignment shall not be included in the determination for eligibility for health and welfare  
29 benefits.

30  
31 An eligible Early Childhood Education certificated employee is a unit member who is  
32 regularly assigned four (4) or more hours a day. Service in less than four (4) hours shall not  
33 be included in the determination for eligibility for health and welfare benefits.

34  
35 C. The Association reserves the right to change carriers for vision and dental insurance with  
36 mutual agreement with the District.

37  
38 D. Effective April 1, 1995, employee health and welfare benefits will be administered through  
39 the implementation of a fully qualified, Internal Revenue Service Section 125 Flexible  
40 Benefits Plan. Employees will have the option of purchasing health and welfare plans  
41 (e.g. medical, dental, vision) with pre-tax District fringe contributions and directing any

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, 2024, the District shall contribute up to nine hundred dollars (\$900)  
7 per month for full time unit members toward the purchase of District approved insurance  
8 plans. Effective January 1, 2025, the District shall contribute up to one thousand and fifty  
9 dollars (\$1,050) per month for full time unit members towards the purchase of District  
10 approved insurance plans. The District contribution shall be prorated pursuant to  
11 Paragraph B above.  
12
- 13 2. Effective with the Open Enrollment period for coverage in the 2021 benefit year (January  
14 1 to December 31), each eligible employee shall be required to enroll in the District-  
15 selected medical health and welfare program. However, the District shall permit an  
16 eligible employee to opt out of the District’s medical health and welfare program if the  
17 eligible employee can provide sufficient proof to the District of other group medical  
18 health insurance coverage. The term “other group medical health insurance coverage”  
19 shall not include Covered California or a Health Care Sharing Program. An employee  
20 who opts out pursuant to this term does not receive cash in lieu.  
21
- 22 3. Cash in Lieu - An employee hired on or after July 1, 2020 shall not be eligible to receive  
23 a cash in lieu benefit. An employee hired before July 1, 2020 and who currently is  
24 enrolled in District-selected medical health and welfare program has until the end of the  
25 Open Enrollment period for coverage in the 2021 benefit year to opt out of the District’s  
26 medical health and welfare program, and in accordance with this paragraph receive \$250  
27 per month cash in lieu. An eligible employee who provides certification of other group  
28 medical health insurance coverage may opt to have the District pay \$250.00 per month,  
29 cash in lieu. Such amount shall be prorated accordingly.  
30

31 Such payment shall be in lieu of medical health and welfare program coverage paid by the  
32 District and shall be initiated only following the employee’s certification, on a form  
33 prescribed by the District, of alternative other group medical health insurance coverage.  
34 An eligible employee receiving cash in lieu must submit a cash in lieu request annually  
35 during open enrollment to renew and certify medical health benefit coverage under a  
36 group plan. The District may grant on a case by case basis, extensions to complete the  
37 certification process if additional information is needed to satisfy the requirements.  
38

39 Effective July 1, 2023, an employee eligible for cash in lieu is defined as an employee  
40 hired before July 1, 2020 and who is receiving cash in lieu during the 2023 benefit year.  
41 Going forward, an employee receiving cash in lieu may, during the open enrollment  
42 period, elect to enroll in the District’s medical health and welfare program. However, an  
43 employee enrolled in the District’s medical health and welfare program shall not be  
44 allowed to receive cash in lieu if electing to opt out of the program. The intent is to not  
45 allow additional employees to receive cash in lieu beyond those already receiving cash in

1 lieu during the 2023 benefit year. With each open enrollment, employees shall continue  
2 to be able to opt out pursuant to meeting the requirements in item E.2 above.

3  
4 4. The District's contribution amount shall be applied first to medical, second to dental and  
5 third to vision. Dental and vision are optional coverage. In the event the cost of the  
6 health and welfare benefit coverage (medical, dental, or vision) exceeds the District's  
7 contributions, each eligible employee shall be responsible for the additional cost which  
8 shall be made by mandatory monthly deductions.

9  
10 5. Notwithstanding Paragraph E 2, above, an employee hired on or after January 1, 2021,  
11 may not opt out of medical coverage if required by the District's healthcare plan provider.

12  
13 6. The District recognizes that Health & Welfare premium rates may change mid-year and  
14 will increase the additional contribution to the minimum amount necessary to be  
15 compliant with the Affordable Care Act laws based on a calculation of Range 1/Step 1 of  
16 Salary Schedule A. The additional cost will be calculated, applied, and recognized  
17 towards the amount eligible for the following year's negotiations.

18  
19 7. District employees who are married (or domestic partners) may combine monthly health  
20 and welfare benefit contributions to purchase a family coverage plan in a District  
21 approved medical health and welfare program.

22  
23 8. Effective January 1, 2021, the District shall pay for whole group term life insurance with  
24 a benefit of \$50,000 to employees as part of the employee benefit package. The District  
25 shall have the authority to select the insurer for this benefit in consultation with the  
26 Association. The Association agrees that this benefit shall resolve any dispute, including a  
27 claim for back pay related to prior contributions by members.

28  
29 F. Open enrollment period shall be scheduled as determined by the District's insurance  
30 provider within the calendar year.

31  
32 G. Effective January 1, 2011, the following will comprise the medical insurance program:

33  
34 The following are criteria for administering the program:

- 35  
36 1. Active employees must retire in a Modesto City Schools' health plan to be eligible  
37 for coverage.  
38 2. Retired employees who leave MCS' health program may return only during open  
39 enrollment.  
40 3. Early retirees, retirees over 65 without Medicare, and retirees with Medicare, shall  
41 be included in the program.  
42 4. Early retirees and retirees without Medicare will be charged the same rate as the  
43 active employees.  
44 5. Retired employees' spouses with coverage at the time of death shall have the right  
45 to continue coverage for his/her life at their own expense.  
46

1 H. Retired Teachers

- 2
- 3 1. As of July 1, 2022, the District’s funding of the MTA Medical Benefits Trust in the
- 4 current year shall be based on .50% of the certificated salaries (unrestricted resources
- 5 only (1000-1999) excluding object code 1300-1399 (certificated management) and
- 6 benefits) as calculated on the unaudited actuals for the prior fiscal year. The funding
- 7 shall be paid as follows:

8

9 Jul-Sep quarterly payment	-	October 31 <sup>st</sup>
10 Oct-Dec quarterly payment	-	January 31 <sup>st</sup>
11 Jan-Mar quarterly payment	-	April 30 <sup>th</sup>
12 Apr-Jun quarterly payment	-	July 31 <sup>st</sup>

13

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

20 I. Hourly Employees – Purchase of Health Insurance

21

22 Substitute teachers who meet eligibility criteria or hourly employee, including independent

23 study hourly teachers, may purchase health insurance which is covered by the District

24 program in accordance with federal laws:

25

- 26 1. Pre-payment arrangements acceptable to the District Business Services Office are
- 27 executed in writing.
- 28
- 29 2. Bargaining unit members under contract with the District 20% or more may purchase
- 30 dental insurance subject to prior arrangements satisfactory to the District Business
- 31 Office.
- 32
- 33 3. If purchasing Modesto City Schools insurance, all Early Childhood Education groups
- 34 shall receive the health and welfare premium contribution referenced in Paragraph E 1
- 35 and 2 (employees who work 60-100%) and shall be subject to the same requirements
- 36 set forth in Paragraph E. Service between 25-59% will be eligible for a percentage of
- 37 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

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

- 10
- 11 3. All mutually incurred costs shall be borne equally by the Association and the District.  
12 Any separately incurred costs shall be borne by the incurring party. Except in  
13 emergency, proposals to change District policies or regulations within the scope of  
14 representation shall not be submitted to the Association during the spring or winter  
15 recess.
- 16
- 17 4. This Article may be reopened for negotiation if the scope of representation under the  
18 Rodda Act is amended by state statute.

19

20 D. MODIFICATIONS OF THIS AGREEMENT

21

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

26

27 E. DENIAL OF PRECEDENT

28

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

31

32 F. NON-DISCRIMINATION

33

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

39

40 G. CONTRACT PRINTING

41

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

47

1 H. MAINTENANCE OF CERTIFICATION/CREDENTIALS

2

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

ARTICLE XII

ORGANIZATION SECURITY AND PAYROLL DEDUCTIONS

- 1 1. Any employee who is a member of the Association who signs and delivers to the District  
2 an assignment authorizing deduction of unified membership dues, initiation fees and  
3 general assessments of the Association, shall have such authorization continue in effect  
4 from year to year unless revoked in writing between June 1 and September 1 of a given  
5 year. Any such revocation should be effective for the next school year. Pursuant to such  
6 authorization, the District shall deduct such dues, fees or assessments from the regular  
7 salary check, in ten (10) equal installments each year, for the duration of this Agreement.  
8
- 9 2. ACCESS TO MCS/MTA CONTRACT  
10
- 11 a. The MCS/MTA Collective Bargaining Agreement (CBA) is posted on and fully  
12 accessible from both the internal and external District websites.  
13 b. During all orientation sessions referenced in the Agreement, the District will inform  
14 members of the online location of the CBA and their ability to download an  
15 electronic copy to their local device should they so desire.  
16 c. The District will provide a hard copy of the CBA by request from members.  
17
- 18 3. The parties further agree the obligation of this Article shall be grounded in the individual  
19 contract issued after July 1, 1981, for employees, which shall state, “this contract is  
20 subject to a collective bargaining agreement heretofore or hereafter negotiated by the  
21 District and the exclusive bargaining representative of employees employed by the  
22 District. The terms of such collective bargaining agreement are incorporated herein, and  
23 by accepting this contract, you agree to be bound by all such terms, including Article XII,  
24 Organizational Security and Payroll Deductions, provisions thereof.”  
25
- 26 4. The District agrees promptly to remit such monies to the Association accompanied by an  
27 alphabetical list of employees for whom such deductions have been made.  
28
- 29 5. The Association agrees to furnish any information needed by the District to fulfill the  
30 provisions of this Article.  
31
- 32 6. Upon appropriate written authorization from the employee, the District shall deduct from  
33 the salary of any employee and make appropriate remittance for annuities, credit union,  
34 and savings bonds. Deductions for any other plans or programs shall be jointly approved  
35 by the Association and the District.  
36
- 37 7. Dues Check-off--Authorization in effect on date of the signing of this Agreement shall  
38 remain in effect, but shall be subject to the conditions set forth in this Article.  
39  
40

1 8. The Modesto Teachers Association agrees to indemnify and hold the District harmless  
2 from any and all claims arising from a bargaining unit member represented by the  
3 Modesto Teachers Association concerning the implementation of Article XII provided  
4 such implementation is done by the District in good faith and in a non-negligent manner.  
5 In such case, the Modesto Teachers Association shall have the exclusive right to defend  
6 such suits and to determine which matters shall be compromised, resisted, tried, or  
7 appealed.

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

13  
14 10. BARGAINING UNIT MEMBER INFORMATION – ALL UNIT MEMBERS

15  
16 a. The District shall provide to MTA the following information for all new bargaining  
17 unit members as provided to the District within thirty (30) days of the date of hire, or  
18 by the first pay period of the month following hire:

- 19 i. Employee name
- 20 ii. Work location
- 21 iii. Home address
- 22 iv. Phone number
- 23 v. Personal email address
- 24 vi. The information will be provided to MTA electronically via a mutually agreeable  
25 secure File Transfer Protocol (FTP) site or service.

26  
27 b. The District shall provide to MTA the following information for all bargaining unit  
28 members as provided to the District once every one-hundred twenty (120) days as  
29 defined below:

- 30 i. Employee name
- 31 ii. Work location
- 32 iii. Home address
- 33 iv. Phone number
- 34 v. Personal email address
- 35 vi. The information will be provided to MTA electronically via a mutually agreeable  
36 secure File Transfer Protocol (FTP) site or service, in the months of July,  
37 November, and March, not to exceed one-hundred twenty (120) days since the  
38 last report.

39  
40 11. DISTRICT NOTICE TO MTA OF NEW EMPLOYEE ORIENTATION

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

1 12. NEW BARGAINING UNIT MEMBER ORIENTATION

2  
3 a. NEW BARGAINING UNIT MEMBER ORIENTATION – BEGINNING OF  
4 SCHOOL YEAR

- 5 i. The majority of new certificated bargaining unit members will attend orientation  
6 at the beginning of the school year, as scheduled by the District on one of the five  
7 (5) additional workdays required of new members per Article IV.F.  
8 ii. MTA will be provided forty-five (45) minutes of uninterrupted time to  
9 communicate with bargaining unit members. District administrators will excuse  
10 themselves during Association time.

11  
12 b. NEW BARGAINING UNIT MEMBER ORIENTATION FOR MEMBERS HIRED  
13 AFTER THE BEGINNING OF THE SCHOOL YEAR

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

24  
25 c. NEW CERTIFICATED SUBSTITUTE BARGAINING UNIT MEMBER  
26 ORIENTATION

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

ARTICLE XIII

TRANSFERS

1 A. GENERAL

- 2
- 3 1. “Transfer” Defined: A transfer is the movement of an employee to a different site or  
4 school. The District may transfer staff members within the same district or between  
5 districts in accordance with student, school, program and District needs and the  
6 guidelines in this Article.  
7
- 8 2. “Vacancy” Defined: The term “vacancy” shall mean any unfilled, known anticipated  
9 unfilled, or newly created 1.0 FTE position (after internal site movements/reassignments  
10 have been completed).  
11
- 12 3. “District Seniority” Defined: For the purpose of this Article, District seniority is the first  
13 day the employee worked in continuous service in the “combined” district (either the  
14 elementary or high school district) in a bargaining unit position.  
15

16 In addition, any employee who has probationary or permanent status in either the  
17 elementary or high school district who transfers between these two districts in the  
18 “combined” district shall retain his/her probationary or permanent status and legally  
19 defined order of employment.  
20

21 Before April 15 of the school year prior to the school year in which a transfer is effective,  
22 employees who submit employee-initiated transfer requests for the same position that are  
23 determined to be equally best qualified by the District, the District shall use District-wide  
24 seniority as defined below:  
25

- 26 a) Employees with the same initial date of service shall have their seniority number  
27 determined by lot.  
28 b) The lottery shall be conducted in the presence of at least one (1) Association  
29 representative. Once the lottery is used to determine an employee’s seniority, that  
30 seniority shall remain in effect for the employee while employed in the District.  
31 c) If an employee works in a non-bargaining unit position within the District, that  
32 employee does not accrue seniority for the purposes of this Article while working  
33 on such an assignment.  
34 d) An employee on an approved leave of absence, other than to a non-bargaining  
35 unit position within the District, shall continue to earn seniority while on such  
36 leave.  
37 e) An employee’s seniority shall accrue during layoff.  
38
- 39 4. Alternative Education: Teachers may not be transferred into the Alternative Education  
40 Programs without volunteering.  
41

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 who is  
13 involuntarily relocated to another classroom shall be provided a substitute teacher for one  
14 (1) 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 who, by the first Friday in December, submits an irrevocable letter of  
28 resignation 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 May 31: All remaining vacancies posted internally and externally
- g. June 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 site administrator meets with the credentialed employee to notify the employee of the proposed transfer. Within five (5) working days after the meeting 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. Except in extraordinary cases, prior to initiating an administrative transfer the site administrator shall have had multiple documented meetings, such as conference summaries, desk memos, letters of reprimand, notice of unprofessional conduct, or unsatisfactory observations/evaluations, etc. to address concerns with the certificated employee. Involuntary administrative transfers shall not be arbitrary or capricious.
    - 2) If the employee so requests within five (5) working days after written notification, a designee from Human Resources 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. Within five (5) working days following the meeting, the Human Resources designee shall respond to the employee in writing.
    - 3) Upon written request, the employee shall be provided with a written statement of the reasons for the recommended transfer.
    - 4) Following the receipt of the written response from the designee from Human Resources, 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.

- 1       2. In administrative transfers, the certificated employee shall have the right to indicate a  
2 preference for any vacancies that exist at the time of transfer. Reasonable efforts will be  
3 made to find a new assignment that is satisfactory for the employee.  
4
- 5       3. An employee who has submitted a resignation/retirement effective at the close of the  
6 current school year shall not be transferred except under circumstances that provide no  
7 other reasonable alternative. Such resignation/retirement may not be withdrawn once  
8 accepted by the Board or its designee unless agreed to by the District.  
9
- 10       4. Except in extraordinary circumstances, certificated employees transferred under this  
11 section shall not be subject to another involuntary transfer for two (2) work years (i.e.,  
12 the first year following the transfer and the subsequent year).  
13
- 14       5. Except for good cause, such as program changes, resignations, retirements or unexpected  
15 changes that necessitate transfer, the District shall make a good faith effort to notify  
16 employees by at least five (5) working days before the last day of school, of their  
17 involuntary transfer for the subsequent year. If it becomes necessary to initiate a transfer  
18 after five (5) working days before the last day of school, the employee shall be notified in  
19 keeping with b) above. The above timelines apply to transfers which shall be effective  
20 the following school year. The above timelines may be shortened if such transfer is to  
21 occur during a given academic year.  
22

23 **D. ADMINISTRATIVE TRANSFERS NECESSITATED BY SHIFTING/DECLINING**  
24 **ENROLLMENTS (“Overstaffing”)**  
25

- 26       1. Prior to March 1, the District shall complete overstaffing.  
27
- 28       2. Volunteers shall be solicited by the District from the school(s)/grade levels where any  
29 such overstaffing exists at grades TK-12. Should multiple employees volunteer, the  
30 employee with the greatest District-level seniority shall be selected.  
31
- 32       3. When a school/department/subject area is determined to be overstaffed, no more teachers  
33 will be transferred to vacancies in the District than is necessary to bring the overstaffed  
34 school/department into balance.  
35
- 36       4. The District shall determine whether or not overstaffing exists at each school. The  
37 District shall determine the department/subject area(s) at each school where any such  
38 overstaffing exists at grades 7-12.  
39
- 40       5. The District shall notify each certificated employee in the overstaffed school/subject  
41 area/department where any such overstaffing exists at grades 7-12.  
42
- 43       6. If an employee at an overstaffed 7-12 school volunteers to transfer to a vacant position at  
44 another site in the District, the District may deny the request to transfer if the District  
45 cannot reschedule the remaining employees such that the overstaffed departments are not  
46 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, the process for overstaffing shall vary based on the time of the year.  
7 a. The overstaffing process prior to Internal Rounds (i.e. January – March 1) shall be  
8 as follows:  
9 i. The District shall determine school site overstaffing.  
10 ii. Teachers at the entire site will be informed that the site is overstaffed and  
11 be given the opportunity to volunteer to transfer to a vacancy at another  
12 site.  
13 iii. If there are no volunteers to transfer, the teacher with the least District-  
14 wide seniority at the site shall be transferred.  
15 iv. If a position for which the transferred employee is qualified subsequently  
16 opens in the school from which they were transferred, the employee shall  
17 be given first priority for reinstatement within eighteen (18) months of  
18 their original transfer, if they so desire. The eighteen (18) month timeline  
19 begins on the effective date the employee begins in the position to which  
20 they transferred.  
21 v. If the least senior teacher at the site is a TK teacher and no other TK  
22 teacher at the site holds the TK authorization/credentialing required to  
23 staff TK for the following year, the least senior TK teacher shall not be  
24 transferred. Instead, the least senior teacher at the site who does not hold  
25 TK authorization/credentialing required to staff TK for the following year  
26 shall be transferred in the absence of a site-based volunteer. In this event,  
27 the District shall provide the Association the site's TK staffing  
28 requirement and a list of site employees identified by Human Resources as  
29 TK authorized/credentialed for the upcoming year.  
30 b. The overstaffing process at the beginning of the school year during class balancing  
31 (i.e. August – September) shall be as follows:  
32 i. The District shall determine grade levels that are overstaffed, if any, at  
33 school sites.  
34 ii. Teachers in the overstaffed grade level will be informed that the grade  
35 level is overstaffed and be given the opportunity to volunteer to transfer to  
36 a vacancy at another site.  
37 iii. If no teachers in the overstaffed grade level volunteer to transfer, the class  
38 of the teacher with the least District-wide seniority in the overstaffed  
39 grade level shall be collapsed and the teacher transferred.  
40 iv. The teacher shall not be involuntarily transferred because of shifting or  
41 declining enrollment for eighteen (18) months from the effective date the  
42 teacher begins in the position to which they transferred.  
43 v. The least senior teacher who is transferred shall have the right to return to  
44 the school site from which they were transferred the following school  
45 year. The returning teacher will be included in the steps of the staffing  
46 process at the site to which s/he is returning.

- 1 9. Employees involved in involuntary transfers for the following school year, as defined in  
2 this section, shall receive notice prior to the employee-initiated transfer/internal rounds  
3 below, or within a reasonable time after the District has determined that overstaffing  
4 exists.  
5
- 6 10. Time shall be arranged for employees involved in involuntary transfers to meet with the  
7 appropriate administrative personnel involved with a known vacancy. Release time will  
8 only be offered at the District’s discretion. An employee may be granted a maximum of  
9 three (3) site meetings.  
10
- 11 11. If, after an involuntary transfer has been accomplished, a position for which the  
12 transferred employee is qualified subsequently opens in the school from which the  
13 employee was transferred, the employee shall be given first priority for reinstatement  
14 within eighteen (18) months if he/she so desires. If the specific assignment previously  
15 held reopens in the initial school within eighteen (18) months from the date of transfer,  
16 the employee who was transferred shall be transferred back to the initial school upon  
17 written request by the closing date for the vacancy.  
18

19 E. ADMINISTRATIVE TRANSFERS NECESSITATED BY SCHOOL CLOSURE  
20

- 21 1. If a particular school is closed, those employees who are eligible for continuing  
22 employment in the District shall have the same priority for filling vacant positions as  
23 employees at the same school or schools at which the students for the closing school are  
24 being placed for the coming school year.  
25
- 26 2. Regular employees who are not assigned to the new school, as a result of the actions in  
27 paragraph 1, and who are eligible for continuing employment in the District, shall, based  
28 upon District seniority, be given first right of refusal for not more than the next three (3)  
29 open positions for which he/she is qualified in the District. Employees not placed by  
30 August 15 shall be assigned in accordance with the procedures for Administrative  
31 Transfers Exclusive of Shifting/Declining Enrollment.  
32

33 F. EMPLOYEE INITIATED TRANSFERS  
34

- 35 1. Internal Round:  
36
- 37 a. Following review of staffing levels and site/District needs, including completion of  
38 the overstaffing process, the following process shall be used to fill vacant positions  
39 prior to assigning recruit candidates:  
40
- 41 b. By the first Friday following winter break, the District will notify all bargaining unit  
42 members describing the internal round process, which will include the following:  
43 i. Internal Round Window dates.  
44 ii. A description of application process.  
45 iii. A bargaining unit member’s most recent evaluation must be satisfactory.

- iv. A bargaining unit member must respond to an offer within twenty-four (24) hours.
  - v. If there is only one (1) applicant the unit member will be granted an interview with the site administrator.
  - vi. A bargaining unit member granted a transfer will remain on his/her evaluation cycle subject to the terms in the evaluation article.
- c. Internal Round Process: Following the overstaffing process, the District will post all known and anticipated vacancies for two (2) work days for internal certificated staff only.
- i. Upon completion of the first internal round, a second internal round will be completed. Posting of the subsequent vacancies shall be for two (2) work days for internal certificated staff only.
  - ii. Should no internal candidate apply in the first round, those vacancies shall be posted in the second round.
  - iii. If there is only one (1) applicant, the unit member will be granted an interview with the site administrator.
  - iv. The “internal round” process is to be completed prior to assigning new hire recruit candidates.
- d. The Associate Superintendent of Human Resources or administrative designee, with site principals, will make all final decisions on employee initiated transfers. Interviews will be arranged as necessary.
- e. An employee who is not granted an employee initiated transfer will be granted, upon written request, a meeting with the Associate Superintendent of Human Resources to discuss the reasons for denial.

29 G. NEW TEACHER/DISTRICT POOL

- 30
- 31 1. Upon completion of internal rounds, for no more than (10) work days, the District will
- 32 place new hire recruits from a District Pool into remaining unfilled vacancies. Should
- 33 there not be a position for a new hire recruit after internal rounds the new hire recruit will
- 34 be placed in the next vacancy for which they are properly credentialed after that position
- 35 has been posted once. New hire recruits may interview for that posted vacancy.
- 36

37 H. VACANCIES AFTER INTERNAL ROUND/POOL PLACEMENTS

- 38
- 39 1. Upon closure of the New Hire Pool Placement Window to May 31, the District shall post
- 40 all known vacancies both internally and externally. The District shall make attempts to
- 41 balance the interview pool between internal and external applicants. Upon request, the
- 42 District shall provide the Association with data on the numbers of internal applicants
- 43 being granted or denied interviews on specific posted vacancies.
- 44
- 45 2. Employee Initiated Transfer Outside Internal Round: An employee may request a transfer
- 46 to a specific posted vacancy within or between elementary and high school districts. An

1 employee requesting a transfer to a specific posted vacancy shall do so in writing by the  
2 closing date.

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

21  
22 I. NOTICE OF VACANCY

- 23  
24 1. Upon closure of New Hire Pool Placement Window to May 31, seven (7) calendar days  
25 after the requirements of a vacancy have been submitted to the Associate Superintendent,  
26 Human Resources, it shall be posted for internal and external applications.
- 27  
28 2. A short term absence of less than (1) semester, caused by an employee being granted a  
29 leave of absence, does not create a vacancy and is not subject to these posting  
30 requirements.
- 31  
32 3. Vacancy notices, except for the placement of recruits from the new hire pool, following  
33 the internal rounds shall be forwarded to the Association via e-mail or other electronic  
34 means and posted on-line. Each vacancy posting shall be for a minimum of five (5) work  
35 days. The notice shall include the closing date for applicants to submit an application.  
36 No permanent appointment to an announced vacancy shall be made until after the closing  
37 day for accepting applications.
- 38  
39 4. In the case of leaves of absence or illness of one (1) year or less, the employee shall be  
40 reinstated at the expiration of the leave of absence to the position previously occupied, or  
41 if that position no longer exists, as similar as possible position at that site. Position is  
42 defined as an assignment within the employee's credentialed area and not to a specific  
43 school or to a specific class level of students within any school. However, even though  
44 the employee is returning from the leave of absence, the employee is subject to the other  
45 transfer provisions.
- 46

1 J. TEMPORARY EMPLOYEES – TRANSFER/REASSIGNMENT

2  
3 Temporary employees may be reappointed to open positions without reposting the vacancy.  
4 Exception to this would be where an administrative transfer was necessitated by shifting and  
5 declining enrollments. Such administrative transfers would be made before reappointments  
6 would be made.  
7

8 K. TRANSFERS – SPECIAL EDUCATION RESOURCE SPECIALISTS

- 9
- 10 1. The District shall have the right to transfer Resource Specialists between the elementary  
11 and high school districts. The District shall notify the Resource Specialists of their intent  
12 to transfer between districts. All Resource Specialist transfers between districts shall  
13 become effective only at the beginning of the school year and shall be based on  
14 shifting/declining enrollment.  
15
  - 16 2. The District shall determine whether or not overstaffing exists between the elementary  
17 and high school district to the nearest whole FTE.  
18
  - 19 3. The District shall notify each Special Education Resource Specialist teacher in the  
20 overstaffed district of the vacant positions in the non-overstaffed district.  
21
  - 22 4. Volunteers for the vacant positions shall be solicited by the administration in the district  
23 where overstaffing exists.  
24
  - 25 5. The District may only involuntarily transfer whole FTE's (e.g. 1 FTE, 2 FTE's, etc.).  
26 The District may voluntarily transfer fractional FTE's, but under no circumstance shall  
27 there be a split assignment between the two districts.  
28
  - 29 6. If there are no volunteers to transfer to the vacant positions, the Resource Specialist  
30 teacher with the least seniority shall be transferred.  
31
  - 32 7. If more than one (1) Resource Specialist teacher volunteers to transfer to a vacant  
33 position, the Resource Specialist teacher with the greatest seniority shall be placed in the  
34 vacant position.  
35
  - 36 8. Resource Specialist teachers involved in involuntary transfers shall be given first priority  
37 for reinstatement within twenty-four (24) months from the date of transfer if a vacancy  
38 occurs in the district from which the Resource Specialist teacher was transferred.  
39
  - 40 9. Employees involved in involuntary transfers shall be notified as soon as the District has  
41 determined overstaffing and completed the voluntary process.  
42

43 L. TRANSFERS – FREMONT OPEN PLAN

44  
45 Vacant positions in the Fremont Open Plan shall not be subject to the transfer, shifting  
46 enrollment or internal posting requirements of the Collective Bargaining Agreement. All

1 vacant positions, regardless of the time of the year, shall be posted internally and externally.  
2 The decision to hire an individual for a Fremont Open Plan position shall be made by the  
3 interview committee which will be composed of five (5) members, three (3) of whom must  
4 be Fremont Open Plan teachers.

5  
6 M. LANGUAGE INSTITUTE

- 7  
8 1. If overstaffing occurs at a school site housing the Language Institute, normal transfer  
9 procedures will be implemented as outlined in the Collective Bargaining Agreement.  
10  
11 2. After implementation of the transfer procedures, if the individual to be transferred to a  
12 new site from a given department is the least senior individual, taught the previous year  
13 in the Language Institute and is anticipated to teach the next school year as part of the  
14 Language Institute, the next least senior department member will be given the option to  
15 teach the Language Institute classes or move to another site with a vacancy. If the more  
16 senior teacher elects to remain at the site and teach classes within the program, the  
17 teacher agrees to participate in all meetings as defined by the Collective Bargaining  
18 Agreement and all required trainings.  
19  
20 3. If the department is overstaffed by more than one (1) individual, number 2 above will be  
21 repeated to match the number of overstaffed teachers.  
22

23 N. MTA PRESIDENT – ASSOCIATION LEAVE

- 24  
25 1. The Modesto Teachers Association President on full association leave will have the right  
26 to return to their previous school at the end of two (2) years if there is no conflict with the  
27 items listed below.  
28  
29 2. The returning employee will be included in the school site's staffing allocation when  
30 determining if a school or department is overstaffed.  
31  
32 3. If the school or department is overstaffed, the procedures for addressing overstaffed  
33 schools and departments will apply as outlined in the Collective Bargaining Agreement.  
34 This may impact the return of the teacher to the previous school.  
35 4. If an employee continues in the position for three (3) or more years, there will be no  
36 expectation of returning the employee to the previous school.  
37  
38 5. If the employee does not intend to continue as the MTA President the following year, the  
39 Associate Superintendent, Human Resources must be notified by February 1st prior to the  
40 next school year.  
41  
42

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

- 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 (1) 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 (1) school shall be made in a way  
21 that minimizes travel time in accordance with program needs and insures duty free lunch  
22 periods 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 (6) classes in the fall semester and four (4) classes in the spring semester to help  
26 alleviate class size problems. The following process shall be used for this reassignment.  
27 The site administrator shall first ask for volunteers from qualified teachers in the  
28 department. If there are no volunteers, the teacher with the least District-wide seniority may  
29 be assigned to six (6) classes in the fall and four (4) 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 (2) 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 30<sup>th</sup>

2  
3 If a vacancy occurs after June 30<sup>th</sup>, 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, who have a change or partial change (see above) in their  
28 assignment from one (1) year to the next, will choose the assignment they want from a  
29 list of vacant assignments provided by the District. If more than one (1) Resource  
30 Specialist chooses the same assignment, the Resource Specialist with the most District-  
31 wide 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 twenty (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. After receiving recommendation from the SLP scheduling committee, the Senior  
44 Directors of SELPA will determine in a fair and equitable manner the amount of  
45 service, schedules, and assignments that need to be filled.  
46  
47

1 B. Assignment Selection:

- 2
- 3 1. For staff who have an unchanged assignment, staff will have no more than
- 4 twenty-four (24) hours (excluding weekends) from date and time of the
- 5 assignments email to notify the District if the staff member chooses to change
- 6 their assignment. The staff member's current assignment will be added to the
- 7 selection of modified or currently vacant assignments. If there is not a response,
- 8 the District will view this as the staff member waiving their interest in changing
- 9 their current assignment. For staff waiving interest, additional selection
- 10 opportunities will not be granted based upon different assignments becoming
- 11 available. This applies to vacancies occurring prior to August 1st. If the staff
- 12 member has been administratively placed, the Senior Directors will consider the
- 13 request and whether the request can be accommodated.
- 14
- 15 2. For staff who have been informed of a change in assignment during the
- 16 assignment notification process, they must choose from the list of modified or
- 17 currently vacant assignments. The selection of open assignments will be done in
- 18 seniority order.
- 19

20 C. To better support the needs of sites, staff who have an approved Leave of Absence

21 (LOA) or are on partial FTE may be administratively placed in an assignment from the

22 list of modified or currently vacant assignments based on the percentage of FTE they

23 are staffed at (i.e. 60% with a 40% LOA will be placed at a 60%/3-day assignment).

24

25 D. Staff currently with specialty assignments may request a different assignment, but

26 placement will be contingent upon hiring an employee who can meet the specialty

27 need.

28

29 E. If there is a vacancy that occurs prior to August 1, the following shall occur:

- 30 1. The vacancy will be offered to all staff in seniority order. If an assignment is
- 31 selected, the newly vacant assignment will be included as an opportunity for the
- 32 next and potentially remaining staff to select. Each remaining staff member will
- 33 have one (1) opportunity to choose. Additional selection opportunities will not
- 34 be granted based upon different assignments becoming available.
- 35 2. Staff will have no more than twenty-four (24) hours to respond. If there is not a
- 36 response, the District will view this as the staff member waiving their interest in
- 37 changing their current assignment.
- 38 3. Staff currently with specialty assignments (e.g., DHH, Bilingual, etc.) may
- 39 request a different assignment, but placement will be contingent upon hiring an
- 40 employee who can meet the specialty need.
- 41

42 18. School Psychologists' Workday:

43

44 A. Psychologists shall be on flexible schedules. If the psychologists and Directors cannot

45 agree to the particular days to be worked, then the Associate Superintendent, Human

46 Resources/Designee will set the schedule.

47

- 1 B. Psychologists shall be available to work ten (10) days (five (5) days prior to the start of  
2 the student traditional schedule, and five (5) days after the end of the traditional  
3 schedule). These days will be based upon need determined by the SELPA Director(s).  
4
- 5 C. High School Psychologists shall serve the transitions students based upon the home  
6 high school of the student.  
7

8 19. Speech-Language Pathologist  
9

- 10 A. The District may reassign a Speech-Language Pathologist from their existing  
11 assignment for compelling reasons.  
12

13 Note: The Speech-Language Pathologist will receive additional compensation for LEA  
14 MEDI-CAL billing; this responsibility will be added to their overall job duties.  
15

16 20. Athletic Coaching positions will be filled using the following process:  
17

- 18 A. The site administrator shall determine coaching vacancies for the ensuing year.  
19
- 20 B. The site administrator may reappoint all certificated District employee coaches to their  
21 previous coaching assignments.  
22
- 23 C. The site administrator will advertise (i.e. post as vacancies) all vacant positions  
24 throughout the District.  
25
- 26 D. If more than one (1) certificated District employee coach applies for a position, the  
27 Athletic Director and another coach designated by the site administrator, and the  
28 administrative designee will interview the candidates and make a selection  
29 by consensus (no scoring or rating sheets).  
30
- 31 E. Certificated District employees shall have first rights of refusal over walk-on coaches.  
32
- 33 F. Active and retired teachers who are hired to coach for Modesto City Schools within ten  
34 years of their last Modesto City Schools' coaching assignment shall be given the same  
35 years of service credit on the stipend hourly rate schedule that they had as of the last  
36 time they coached for Modesto City Schools. No additional credit will be given for  
37 experience outside Modesto City Schools.  
38
- 39 G. Retired teacher/coaches who apply for coaching positions are to be considered "non-  
40 District" employees and shall not be given priority over active teachers or coaches.  
41

42 21. Assignment of Athletic Teacher/Coaches (This section applies to certificated District  
43 employees only)  
44

- 45 A. Only teachers teaching six instructional periods (excluding a P.E. coaching assignment)  
46 shall be paid the 8<sup>th</sup> period stipend.  
47

1 B. All 9-12 teacher-coaches (full-time employees) who are assigned five instructional  
2 periods (excluding a P.E. coaching assignment) plus a P.E. coaching assignment, shall  
3 receive a portion of a sixth period stipend in addition to their coaching stipend for  
4 coaching duties during the 8<sup>th</sup> period. No coach shall receive more than one sixth  
5 period stipend per fall, winter or spring sport seasons.  
6

7 22. Assignment of Optional Periods  
8

9 A. The assignment of optional periods shall be as follows:  
10

- 11 1) The site administrator seeks volunteers within the department in which the  
12 assignment is to be made.  
13  
14 2) Volunteers must be appropriately credentialed and the immediate previous  
15 evaluation must be satisfactory.  
16  
17 3) If there are a greater number of volunteers than available positions, the teachers will  
18 have the first opportunity to resolve the assignment among themselves.  
19

20 In the event that no resolution can be reached among the interested teachers, the  
21 assignment(s) will be decided by a lottery.  
22

- 23 4) If there is an insufficient number of volunteers within a department, the site  
24 administrator will seek volunteers in the school at large who are appropriately  
25 credentialed and their immediate previous evaluation was satisfactory.  
26

27 If there is a greater number of volunteers than available positions, the assignment(s)  
28 shall be resolved as in “3” above.  
29

30 An assignment filled by a volunteer from another department shall be counted  
31 against the department in which the assignment is being made, not the department  
32 in which the volunteer teaches. (For example: a math teacher volunteers to fill a  
33 science assignment for which there are no science volunteers. The assignment  
34 counts against the science department, not the math department.)  
35

- 36 5) If the site administrator can clearly demonstrate that there are no volunteers to fill  
37 the assignment(s), the site administrator may hire outside the site or the District or  
38 reallocate the optional period assignments to another department following the  
39 procedures outlined above.  
40

41 If the District fills the assignment(s) by hiring additional staff, the unassigned  
42 optional period(s) are not to be allocated to other departments.  
43

- 44 6) Sites may have no more than five (5) optional periods per department. If, after  
45 assignments are made, a department has six (6) optional periods, the District will  
46 hire a 100% (1.0 FTE) in lieu of the six (6) optional periods in that department. If  
47 after a good faith effort the District is unable to hire a 1.0 FTE the District may

- 1 assign the 6<sup>th</sup> optional to a current employee after consultation with the Association.  
2  
3 7) This process is to be used for the assignment of optional periods based on student  
4 ballots and not for optional periods assigned for special purposes (e.g. Ag  
5 Supervision, grant funded optionals, special education, Title I, etc.).  
6  
7 8) If a certificated employee is assigned an optional period and goes on leave or is  
8 absent more than thirty (30) days in a semester, the optional period will be assigned  
9 to another certificated employee.

ARTICLE XV

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

1 A. Peer Assistance and Review (PAR) Contract Article

2  
3 The Modesto Teachers Association and Modesto City Schools District believe that a Peer  
4 Assistance and Review Program (hereinafter called PAR) for permanent teachers provides  
5 the best opportunity to insure there is a qualified teacher in every classroom. Both parties  
6 agree to form a Peer Assistance and Review Committee to provide training, remediation, and  
7 assistance to permanent teachers who are considered by the committee to qualify for PAR  
8 based on the law, Board Policy, or the needs of an individual teacher.  
9

10 B. PAR Committee

- 11  
12 1. A PAR Committee will be established promptly after the effective date of this agreement.  
13 The Committee will consist of eight (8) members, including five (5) members appointed  
14 by the Association. The District will appoint three (3) other members. The five (5)  
15 appointed teachers shall serve for one (1) year and may be reappointed at the discretion  
16 of the MTA President. The Committee will elect its Chairperson by majority vote.  
17  
18 2. A teacher committee member shall receive an hourly rate of \$50.00 per hour not to  
19 exceed \$1500.00 in total for the year and shall be subject to COLA increases  
20 commencing with the 2004-05 school year.  
21  
22 3. The PAR Committee will hold its meetings after normal school hours.  
23  
24 4. The PAR Committee shall be responsible for the following:  
25  
26 a. Selecting Consulting Teachers.  
27 b. Providing training for Consulting Teachers in cooperation with the Director of  
28 Human Resources.  
29 c. Sending written notification of participation in the PAR Program to  
30 participating Consulting Teachers, and the site principal in cooperation with  
31 the Human Resources Department.  
32 d. Reviewing the assignment of consulting teacher(s).  
33 e. The District, in consultation with the Committee will establish procedures for  
34 application as a Consulting Teacher and the site principal in cooperation with  
35 the Human Resources Department.  
36 f. Reviewing the final report by the Consulting teacher and making  
37 recommendations to the Board regarding a Referred Participating Teacher's  
38 progress in the PAR Program.  
39 g. Reviewing the performance of the Consulting Teachers in conjunction with  
40 the Director of Human Resources.  
41 h. Annually evaluating the impact of the program for program improvement and  
42 forwarding said report to the Board of Education.

- 1 5. The Committee, with the approval of the Board of Education, may remove a Consulting  
2 Teacher from the position because of the specific needs of PAR and/or inadequate  
3 performance as a Consulting Teacher. Prior to such removal, the Committee will provide  
4 the Consulting Teacher with a written statement of the reasons for the removal, and, at  
5 the request of the Consulting Teacher, will meet with him or her to discuss said reasons.  
6
- 7 6. PAR Committee members will also serve as Induction Advisory Committee members for  
8 the duration of their appointment.  
9

### 10 C. PAR Program

- 11 1. Referred Teacher Participants (RTP)
- 12
- 13
- 14 a. A Referred Teacher Participant is a teacher with permanent status who  
15 receives an unsatisfactory overall rating on the year-end evaluation (related to  
16 instructional skills, classroom management, knowledge of subject matter, or  
17 other related aspects of teaching performance). Permanent teachers may not  
18 be referred to PAR for an isolated problem with his or her teaching  
19 performance if the overall evaluation is satisfactory. A teacher may not be  
20 referred to PAR for attendance problems, repeated tardiness, failure to  
21 complete required attendance or grade reports or to comply with other similar  
22 administrative requirements or directives. The purpose of such participation  
23 is to help the RTP correct the job-related deficiencies and achieve a  
24 satisfactory level of teaching performance.  
25
- 26 b. The PAR Committee shall make a good faith effort to assign a Consulting  
27 Teacher to the RTP prior to September 1st. At the request of the RTP  
28 Consulting Teacher, Director of Human Resources, or on its own initiative,  
29 the Committee may assign a different Consulting Teacher to work with the  
30 RTP at any time during the year.  
31
- 32 c. The Consulting Teacher shall use such methods as he or she deems  
33 appropriate to help the RTP correct the job-related deficiencies and achieve a  
34 satisfactory level of teaching performance. The Consulting Teacher will  
35 submit periodic (no less than one every three months) written Status Reports  
36 to the Committee and Director of Human Resources. The Consulting Teacher  
37 will continue to provide assistance to the RTP until he or she receives a  
38 satisfactory evaluation. The Consulting Teacher will submit a written Final  
39 Report to the Committee and Director of Human Resources. A copy of each  
40 report and the Final Report of the Consulting Teacher will be submitted to,  
41 and discussed with, the RTP before it is submitted to the Committee. The  
42 RTP will have the right to submit to the Committee a written response to each  
43 Status Report and to the Final Report of the Consulting Teacher. The RTP has  
44 the right to meet with the Committee before it makes a final recommendation  
45 to the Board of Education.  
46

- 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 which includes the qualifications of the position will be prepared and posted on-line by District personnel staff. 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 Induction/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 Induction stipend amount divided by 48 hours.

ARTICLE XVI

INDUCTION & INTERN SUPPORT PROGRAM

1 A. Induction & Intern Support Program

2  
3 The Induction & Intern Support Program (“Program”) is a program implemented under the  
4 guidelines of SB 2042 (Induction) and Title V §80033 (Intern Support) as may be amended  
5 from time to time. The Modesto Teachers Association and Modesto City Schools agree that  
6 the program supports qualifying teachers in obtaining their professional credential and  
7 providing quality teachers in every classroom. Due to teacher qualification and credential  
8 monitoring components, as well as support in instructional practice, the Program shall be a  
9 collaborative effort between the Human Resources and Curriculum and  
10 Instruction/Professional Development (CIPD) departments.

11  
12 a) Participating Teachers are:

- 13  
14 1) teachers in their first or second year of teaching experience with a Preliminary  
15 teaching credential or teacher interns  
16 2) teachers who are otherwise identified by the CTC as being required to  
17 participate in an induction program in order to fulfill requirements for the  
18 Professional Clear Credential

19  
20 b) Program Participation

21  
22 Participation in the Modesto City Schools’ Induction & Intern Support program is  
23 mandatory for interns under the provisions of Title V §80033. Participation in the  
24 Modesto City Schools Program shall remain voluntary for participating teachers in  
25 Induction. However, under the provisions of SB 2042, teachers are required by the  
26 California Commission on Teacher Credentialing (CTC) to participate in an approved  
27 induction program, in order to earn their Professional Clear Credential. Participating  
28 teachers who are not required by the CTC to complete the induction requirements  
29 specifically for earning the professional clear credential, have the option to participate in  
30 the Induction Program.

31  
32 c) Support Provider/ Mentor

- 33  
34 1. A Support Provider/Mentor is a teacher who provides coaching and assistance to  
35 probationary and temporary teachers in their first two (2) years of teaching, or who  
36 are otherwise identified as required to participate according to the California  
37 Commission on Teacher Credentialing regulations for credentialing. The minimum  
38 qualifications for a Support Provider/Mentor are as follows:  
39  
40 a. At least three (3) years in the District.  
41 b. Hold a valid teaching credential.

- 1           2. In order to fill a position of Support Provider/Mentor, a notice of vacancy, which  
2 includes the qualifications for the position, will be posted on-line. Posting of positions  
3 and notification to the Association shall occur pursuant to Article XIII.I – Notice of  
4 Vacancy. To be selected, individuals must meet minimum requirements, be  
5 recommended by their supervisor, and complete an interview and selection process,  
6 which will include an examination of the qualifications submitted. Recommendations  
7 for selection of Support Providers/Mentors shall be forwarded to the Board of  
8 Education.  
9
- 10           3. The number of Support Providers/Mentors will be determined by the District, based  
11 on the needs of the program.  
12
- 13           4. The District will match Participating Teacher and Support Provider/Mentors by  
14 school, subject matter (7-12) and grade level (TK-6) whenever possible.  
15
- 16           5. Support Providers/Mentors will receive a stipend per Participating Teacher assigned  
17 and shall be assigned up to three (3) Participating Teachers upon mutual agreement.  
18 Support Providers/Mentors will be provided with reasonable release time to observe  
19 Participating Teachers, if substitutes are available.  
20
- 21           6. All Support Providers/Mentors with satisfactory completion of Support  
22 Provider/Mentor job requirements, who wish to continue in the next year, will be  
23 reappointed as determined by the Senior Directors of Human Resources and CIPD.  
24
- 25           7. The parties agree to combine the Induction Support Provider and Intern Support  
26 Provider stipends into a single stipend titled Teacher Induction/Intern Support  
27 Provider/Mentor, effective the 2023-24 year and ongoing. Compensation for the  
28 stipend shall be 5.0% of the base rate of the Flat Rate Extra Duty Stipend Salary  
29 Schedule.  
30

31 **B. Program Oversight**

- 32
- 33           1. The District will manage respective aspects of the Induction & Intern Support Program.  
34           The Senior Director of CIPD will, in consultation with District staff, develop appropriate  
35           staff development programs for Participating Teachers.  
36

37 **C. Application of Agreement**

38

39           Except as otherwise expressly provided in this Article, the Association, the District and all  
40           bargaining unit members, reserve any and all rights granted to, and remain subject to any and  
41           all obligations imposed upon them by law, regulation, school district policy, or the  
42           agreement.  
43  
44

1 D. Duration

2  
3  
4  
5  
6  
7

The Induction & Intern Support Program will continue in effect from school year to school year, unless either the Association or the District give written notice to the other party by May 1 of its intention to bargain items within the scope of bargaining. Changes to the Induction & Intern Support Program that impact subjects within the scope of bargaining shall be subject to negotiation.

ARTICLE XVII

EARLY CHILDHOOD EDUCATION

1 A. SALARY

2  
3 1. The salary schedules for Early Childhood Education Teachers shall be established as  
4 separate salary schedules and include a range for Master’s Degree.

5  
6 a. The designated salary schedules will be reflected on the Early Childhood Education  
7 Head Start Teacher job description and the Early Childhood Education State Teacher  
8 job description.

9  
10 b. 1) Early Childhood Education teachers shall be allowed to accrue compensatory time  
11 or be paid their hourly rate commensurate with their current hourly placement  
12 when covering another class and/or substituting on a workday before or after their  
13 work hours.

14  
15 2) Early Childhood Education teachers shall be paid the substitute rate on the  
16 corresponding salary schedule during all other time, including preparation time,  
17 when covering and/or substituting in a Early Childhood Education class.

18  
19 3) No more than 8 hours per day or 20 hours per week of additional hourly time shall  
20 be worked by a Early Childhood Education teacher. Compensatory time may be  
21 accrued when being paid to cover and/or substitute.

22  
23 c. Increases as noted below will be applied to the following salary schedules:

- 24  
25 Child Development – State Preschool Salary Schedule  
26 Child Development – Head Start Salary Schedule  
27 Child Development – State Specialist Salary Schedule  
28 Child Development – Head Start Specialist Salary Schedule  
29

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

32  
33 A 1.5% increase to the applicable salary schedules shall be effective retroactively to  
34 January 1, 2017, or the mid-year of the 2016-17 pay cycle.

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

37  
38 A 1.0% increase to the applicable salary schedules shall be effective retroactively to  
39 January 1, 2018, or the mid-year of the 2017-18 pay cycle.  
40

- 1 2. Effective July 1, 2024 Early Childhood Education Specialists shall be paid from the Early  
2 Childhood Education Specialists' Salary Schedule.  
3  
4 a. Early Childhood Education Specialists shall post a monthly schedule, subject to  
5 change based upon the needs of the program, which includes an equal distribution of  
6 time at all assigned sites.  
7  
8 3. Substitute pay for Substitute Early Childhood Education Teachers shall be based on  
9 Column 1, Step 1 of the current salary schedule provided they meet job description  
10 requirements. Substitute Early Childhood Education Teachers, as per Title 22 Section  
11 101152 of Community Care Licensing Regulations, shall have a minimum of 6 units in  
12 Child Development and/or Early Childhood Education on file  
13 with Human Resources.  
14  
15 a. Taken from Article XIX, Section VIII, Subsection C:  
16 i. Early Childhood Education substitute teachers will work the number of hours as  
17 specified on Frontline and will be paid for the number of hours worked.  
18 ii. In the event that the teacher is absent for more than thirty (30) consecutive  
19 calendar days, the substitute teacher will work the same number of hours as the  
20 teacher's contract and will assume full responsibilities for home visits, parent  
21 conferences, and parent education and parent involvement requirements.  
22 iii. Early Childhood Education Programs do not pay more than the basic rate for  
23 long-term assignment.  
24 iv. In the event that the teacher is absent for more than thirty (30) consecutive  
25 calendar days, the substitute teacher in a Early Childhood Education Program  
26 must meet requirements as defined in the CTC Early Childhood Education  
27 Matrix.  
28 v. Substitute rates for Early Childhood Education substitutes shall be based on Step  
29 1,  
30 Range 1 of their corresponding salary schedules.  
31 vi. Regular Early Childhood Education teachers who substitute during their prep time  
32 shall be paid on Step 1, Range 1 of their corresponding salary schedule.  
33  
34 b. Early Childhood Education Program teachers who are on laid-off status shall have the  
35 first right of refusal for all substitute jobs, and shall be called in the order of their  
36 District seniority.  
37 c. After the 20<sup>th</sup> day of continuous substitute teaching at the same site, laid-off teachers  
38 shall earn their per diem salary starting on their 21<sup>st</sup> day of service.  
39  
40 d. If placed on a long-term assignment of 30 days or more, laid-off teachers shall earn  
41 their per diem salary from the first day of service.  
42  
43 4. Effective the 2025-26 school year and ongoing, the Early Childhood Education Peer  
44 Coach Stipend position was established and compensated as indicated on the Flat Rate  
45 Extra Duty Salary Schedule and agreed upon duty statement.

1 B. HOURS OF EMPLOYMENT

2  
3 1. Head Start Early Childhood Education Teachers

4  
5 The workday for Head Start members of the bargaining unit shall be 450 minutes per day  
6 including recess, preparation and a duty-free lunch of at least thirty (30) minutes.  
7 Teachers whose work contract is beyond the 450 minutes will have their salary factored  
8 to reflect the additional hours.

9  
10 Head Start Teachers Full-Day: Full-day Head Start Teachers shall have 360 minutes of  
11 student contact time.

12  
13 Head Start Teachers School Day: Head Start Teachers shall have 360 minutes of student  
14 contact time.

15  
16 2. State Early Childhood Education Teachers

17  
18 a. State Preschool Teachers Part-Day: The workday for Part-Day Preschool members of  
19 the bargaining unit shall be 390 minutes per day including preparation, recess and a  
20 duty-free lunch of at least 30 minutes, and 180 minutes of student contact time. An  
21 additional 60 minutes will be provided assisting other State Preschool Teachers Part-  
22 Day. Teachers whose work contract is beyond 390 minutes will have their salary  
23 factored to reflect the additional hours.

24  
25 b. Extended Day Preschool Teachers & Infant Toddler Teachers: 420 minutes of  
26 student contact time (new position in 2024-25).

27  
28 c. The workday for the Early Childhood Education Specialists shall be 8 hours per day  
29 and will include a 30-minute duty-free lunch.

30  
31 3. Work Year for Early Childhood Education Teachers

32  
33 All Early Childhood Education Teachers shall implement the approved Early Childhood  
34 Education Program Calendar which is based on the responsibility days listed below and  
35 includes staff development, staff work and student attendance days. All time off shall be  
36 reported to the Early Childhood Education Department through the District’s Frontline  
37 System.

38  
39 Head Start Teachers

40	Full-Day	227 Responsibility Days
41	School Day	183 Responsibility Days

1                   State Preschool Teachers

2  
3                   Part-Day                   184 Responsibility Days  
4   *(177 Student Days/2 Staff Development Day/  
5   5 Staff Work Days)*

6  
7                   Extended Day Infant                   227 Responsibility Days

8  
9                   Early Childhood Education                   219 Responsibility Days  
10                   Specialist

11  
12   4. Staff Development Days

- 13  
14       a. All Early Childhood Education Teachers shall have staff development days included  
15       in their contracted days of: Head Start Programs – four (4) days; Part-day State  
16       Preschool – two (2) days. Staff Development days shall be established in one-half  
17       (½) or whole day increments. Staff Development Days are mandatory attendance and  
18       established at the discretion of the Director of Early Childhood Education Programs  
19       or designee to provide training and professional development to staff.  
20  
21       b. The District will provide both Cardio-Pulmonary Resuscitation (CPR) and Basic First  
22       Aid (FA) training during staff development days. In order to meet Title 22  
23       Regulations and the standards set forth by the California Emergency Medical  
24       Services Authority (EMSA) and commonly accepted best practices for the child  
25       development field, all Early Childhood Education Teachers shall maintain current  
26       CPR/FA certification. The District will attempt to maintain the current every-other-  
27       year CPR/FA certification process currently utilized. If the District-sponsored  
28       training is not attended, it shall be the employee’s responsibility to obtain the  
29       certification and submit proof of such.

30  
31   5. Staff Work Days

- 32  
33       a. All Early Childhood Education Teachers shall have staff work days included in their  
34       contracted days of: Head Start Programs – eight (8) days; Part-day State Preschool –  
35       five (5) days. Staff Work days are student non-attendance days and shall be  
36       established in one-half (½) or whole day increments.  
37  
38       b. Staff work days are established for, but not limited to, start-up; close-out; orientation;  
39       classroom set-up and home visit activities; program planning; networking; curriculum  
40       planning and implementation; developmental screening of students; and parent  
41       conferences. Not more than one (1) of the established staff work days will be for  
42       staff to close out the year.  
43  
44

1       6. Staff Meetings

- 2
- 3       a. The total number of Early Childhood Education staff meetings shall not exceed one
- 4           (1) per month per program. The one meeting does not include individual teacher
- 5           responsibilities, such as IEPs, SSTs, CSTs, case conferencing, etc., nor do they
- 6           include grade or site level meetings. Early Childhood Education Administration may
- 7           schedule up to three (3) additional staff meetings throughout the school year. A draft
- 8           agenda for required meetings will be sent at least forty-eight (48) hours in advance,
- 9           excluding weekends and holidays. The District will publish required meeting dates
- 10          and times on the annual Early Childhood Education Planning Calendar and Monthly
- 11          Reminder Calendars. The duration of meetings outlined in this section shall be a
- 12          maximum of 1.5 hours, which will include fifteen (15) minutes for MTA. Staff
- 13          meetings are established to provide and receive information and input to and from
- 14          staff. Staff meetings may also contain Staff Development time.
- 15

16       7. Compensatory Time

- 17
- 18       a. Time spent in activities that exceed the normal work hours will be given in
- 19          compensatory time by the District to all Early Childhood Education Teachers. The
- 20          Director of Early Childhood Education Programs/designee must approve in advance
- 21          the accrual and use of compensatory time unless there is an unforeseen emergency.
- 22
- 23       b. Full-Day Early Childhood Education Teachers will accumulate their compensatory
- 24          time and when the number of hours equals their daily contract hours, they will be
- 25          credited time for a full day and a substitute will be provided. Full-Day Early
- 26          Childhood Education Teachers will be allowed to accrue and use compensatory time
- 27          without substitute coverage. Part-Day Early Childhood Education Teachers will
- 28          accumulate their compensatory time which must be taken during preparation time.
- 29          Compensatory time must be taken in the current year.
- 30

31       8. Professional Responsibilities

- 32
- 33       a. All Early Childhood Education Teachers shall hold and maintain, at a minimum, the
- 34          Child Development Teacher Permit or above (not an Associate Teacher) issued by the
- 35          California Commission on Teacher Credentialing.
- 36
- 37       b. All Early Childhood Education Teachers shall: provide development screening for
- 38          students within the first 30 days for Head Start or the first 60 days for State
- 39          Preschool; provide ongoing student assessments with collection and reporting periods
- 40          – three (3) for Head Start and two (2) for State Preschool; including federal or state
- 41          mandated assessments and implement an additional research based assessment such
- 42          as Preschool Early Literacy Indicator (PELI); implement the comprehensive ECE
- 43          curriculum; post weekly lesson plans; provide home visits (two (2) for Head Start and
- 44          one (1) optional home visit for State Preschool); and provide two (2) parent
- 45          conferences.

- 1 c. Effective July 1, 2010, all newly-hired Early Childhood Education Teachers (Head  
2 Start and State) shall possess, at a minimum, an Associates Degree. All current Early  
3 Childhood Education staff will be grandfathered unless the state/federal requirements  
4 change. State Part-Day Teachers who change sites, but stay within the same program,  
5 will maintain their grandfathered status.  
6

7 **C. EVALUATION**  
8

- 9 1. The evaluation cycle for all Early Childhood Education Teachers (State), who receive  
10 satisfactory evaluations, will be every third year except for 1<sup>st</sup> and 2<sup>nd</sup> year teachers. The  
11 evaluation criteria will follow the procedures outlined in Article VIII. First and 2<sup>nd</sup> year  
12 teachers will be evaluated annually. Early Childhood Education Teachers shall be treated  
13 as permanent employees, for evaluation purposes only, after two (2) years in one (1)  
14 program or combination of programs covered in this Article.  
15  
16 2. The annual evaluation of Head Start Teachers (Federal), during the period not covered in  
17 the previous paragraph, in accordance with Federal Guidelines, shall be conducted using  
18 the approved alternative checklist form by Early Childhood Education Administration.  
19  
20 3. A memo or an e-mail issued by an administrator is between the teacher and administrator  
21 and may not be shared with other staff or administrators.  
22

23 **D. TRANSFER/REASSIGNMENT**  
24

- 25 1. Employees of Early Childhood Education Programs may be transferred or reassigned  
26 based upon Articles XIII and XIV.  
27  
28 2. Prior to any transfer or reassignment, the administration shall discuss the proposed  
29 transfer or reassignment with the employee(s) to be transferred or reassigned.  
30  
31 3. A written statement of reasons shall be provided upon request if an employee is  
32 transferred or reassigned involuntarily.  
33

34 **E. CLASS SIZE**  
35

36 Class size shall be maintained to meet State and Federal regulations concerning number of  
37 students per teacher and adult ratios.  
38

39 **F. LEAVES OF ABSENCE**  
40

41 Employees of Early Childhood Education Programs shall be provided the same leaves of  
42 absence as PK/TK/K-12 teachers (Article V).  
43  
44

1 G. CHILD DEVELOPMENT EMPLOYMENT

2  
3 Early Childhood Education experience shall be recognized for placement on the Early  
4 Childhood Education Teacher Salary Schedule, or Early Childhood Education Specialist  
5 Salary Schedule to a maximum placement of Step 6.

6  
7 Accumulated and unused sick leave shall be transferred to the PK/TK/K-12 program if an  
8 Early Childhood Education employee is employed in the PK/TK/K-12 program without a  
9 break in service. Absence from service for less than one (1) year shall not be counted as a  
10 break in service for sick leave transfer purposes.

11  
12 MCS Early Childhood Education teaching experience within the last ten (10) years, where  
13 the employee has at least a B.A. Degree, shall be counted towards placement on the TK-12  
14 Certificated Salary Schedule, when moving from an Early Childhood Education to a non-  
15 Early Childhood Education certificated teaching position. Each two (2) years of satisfactory  
16 Early Childhood Education teaching experience shall count for one (1) year salary step  
17 placement, up to a maximum of five (5) years in placement on the TK-12 certificated salary  
18 schedule, consistent with Article IX Salary, Section C.

19  
20 Teachers shall be given an individual, yearly budget for the purchase of non-perishable  
21 classroom supplies.

22  
23 Ordering of both non-perishable and perishable items shall be at the teacher's discretion,  
24 pending administrative approval. Actual purchase and distribution shall be done mostly by  
25 site staff.

26  
27 A monthly accounting of teacher's purchases shall be provided by the Early Childhood  
28 Education Office.

29  
30 H. STATE, FEDERAL, and LOCAL LAWS, REGULATIONS and REQUIREMENTS

31  
32 All regulations, laws, requirements and mandates outlined and/or specified by State, Federal,  
33 local bodies with jurisdiction over Early Childhood Education operations and/or  
34 administration shall supersede and invalidate any article or section within this bargaining unit  
35 agreement if in direct contradiction or if standards are unmet. This includes but is not limited  
36 to Community Care Licensing (Title 22 and Health Code), California Department of  
37 Education (Education Code), Early Childhood Education Division (Title 5), California  
38 Commission on Teacher Credentialing, Fire Marshall, Public Health, and Head Start  
39 Performance Standards.

1 I. INCLUSION BY REFERENCE

2  
3  
4  
5

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 Q
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.

ARTICLE XIX

SUBSTITUTE EMPLOYEES

1 I. EMPLOYMENT

2  
3 A. Legal Status

4  
5 Governing Boards of school districts shall classify as substitute employees those  
6 persons employed in positions requiring certification qualifications to fill positions of  
7 regularly employed persons absent from service. Substitute service may apply toward  
8 permanent status subject to standards in Education Code Section 44918, but shall not  
9 apply toward salary schedule placement.

10  
11 B. Tuberculosis Clearance

12  
13 A tuberculosis clearance is required of every employee of the school district and must  
14 be renewed every four years.

15  
16 C. Substitute List

17  
18 A new substitute list is developed annually. Persons who substitute one (1) year and  
19 who are interested in substituting the following year must complete a new information  
20 sheet after June 1 each year.

21  
22 II. EMPLOYMENT PROCEDURE

23  
24 A. Applicant Selection

25  
26 All applications for substitute employment are to be submitted along with the  
27 completion or submission of the following documents must also be completed and/or  
28 submitted:

- 29  
30 1. Copy of valid California teaching credential  
31 2. Tuberculosis Clearance  
32 3. State Teachers' Retirement System enrollment form  
33 4. W-4 Form  
34 5. Child Abuse Form  
35 6. Loyalty Oath  
36 7. I-9 Form  
37 8. DOJ Fingerprint Clearance  
38

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) or  
5 additional time as granted by changes in law or statute, the applicant must hold a valid  
6 credential for subject area, grade level, or specialized areas 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 students of the school.  
24  
25 2. The Associate Superintendent, Human Resources, or his/her designee, may inactivate  
26 a substitute based upon any reason which relates to the welfare of the school, workers  
27 of the school, or the students of the school.  
28

29 V. AUTOMATIC SEPARATION

30  
31 1. End of Assignment

32  
33 Substitutes are employed for a maximum of one (1) 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 (1) observation of the  
4 substitute's performance if the substitute is employed to serve for at least eleven (11) days.  
5 If the observation indicates the substitute's performance is deficient, a copy of the  
6 observation report shall be delivered to the substitute within five (5) 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 students at the school, he/she  
18 may relieve the substitute of duty and in such instance the site administrator or  
19 designee shall report the action and reason for it to the Associate Superintendent,  
20 Human Resources or designee. Except in emergencies, prior to relieving the  
21 substitute, the site administrator or designee shall discuss his/her concerns with the  
22 substitute and shall take into account, in making the final determination, any responses  
23 of the substitute. If a substitute is relieved of duty and no modification of the action is  
24 made by the Associate Superintendent, Human Resources, or the Board of Education,  
25 the decision and in the absence of modification of the action by the Associate  
26 Superintendent, Human Resources or designee, or the Board of Education, the  
27 recommendation of the site administrator or designee shall be final and binding. The  
28 administration's determination of the sufficiency of the reason for relieving the  
29 substitute of duty shall 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 serving continuously in short-  
38 term and long-term assignments will receive compensation as specifically identified in the  
39 substitute salary schedule daily rate.  
40

41 Emergency credentialed substitutes cannot serve in the same classroom more than thirty  
42 (30) days during the school year unless allowed by changes in law or statute.  
43

1 A. 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 (½) day's pay.  
8

9 B. Elementary (K-6)

- 10  
11 1. Teachers substituting more than one-half (½) the actual teaching time will be paid  
12 the 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 (½) day's pay.  
16

17 C. Early Childhood Education Programs

18  
19 Early Childhood Education substitute teachers will work the number of hours as  
20 specified on Frontline/AESOP and will be paid for the number of hours worked.  
21

22 In the event that the teacher is absent for more than thirty (30) consecutive calendar  
23 days, the substitute teacher will work the same number of hours as the teacher's  
24 contract and will assume full responsibilities for home visits, parent conferences, and  
25 parent education and parent involvement requirements.  
26

27 Early Childhood Education Programs do not pay more than the basic rate for long-  
28 term assignment.  
29

30 In the event that the teacher is absent for more than thirty (30) consecutive calendar  
31 days, the substitute teacher in an Early Childhood Education Program must meet  
32 requirements as defined in the CTC Child Development Matrix.  
33

34 Substitute rates for Early Childhood Education substitutes shall be based on Step 1,  
35 Range 1 of their corresponding salary schedules.  
36

37 D. 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 a half  
41 (½) 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 (½) or full day according to sections A, B, or C.  
45

1 E. Payroll Dates

2  
3  
4  
5  
6  
7  
8

At the end of each substitute teaching assignment, the substitute is to sign a payroll claim at the school site. If the claim is submitted to the Payroll Department by the 5th of the following month, the substitute will be paid by the 15th. Claims submitted after the 5th will not be paid until the 15th of the next month. All checks are mailed; Pay Cards, if applicable, are loaded with compensation earned. It is important that all address changes be reported to the Human Resources Office.

ARTICLE XX

SUMMER SCHOOL

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

- a. The TK-6 remediation summer school shall consist of nineteen (19) instructional days plus one (1) workday.
- b. TK-6 teachers will have no more than four (4) hours and twenty (20) minutes of instructional time per day.
- c. TK-6 teachers will be paid at the Hourly Direct Instruction Rate for five (5) hours per day.
- d. TK-6 teachers will work and be paid for five (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 (1) 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 (1) 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 nineteen
- 4 (19) instructional days plus one (1) workday. Should class enrollment decrease due to
- 5 students completing the program, classes may be combined, which may result in less
- 6 work days than the maximum. This does not apply to Extended Summer Year (ESY)
- 7 which requires 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 three (3) hours and thirty (30)
- 18 minutes of 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 at
- 21 the Hourly Direct Instruction Rate for four (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 nineteen (19) instructional days plus
- 29 one (1) workday.
- 30
- 31 c. 7-12 Parallel teachers will have no more than three (3) hours and thirty (30) minutes of
- 32 instructional time per day.
- 33
- 34 d. 7-12 Parallel teachers will be at the Hourly Direct Instruction Rate for four (4) hours.
- 35
- 36 e. 7-12 Parallel teachers will work and be paid for four (4) hours and thirty (30) minutes
- 37 prior to the beginning of student attendance days (teacher workday).
- 38
- 39 f. 7-12 Parallel summer school enrollments shall be limited to forty (40) students.
- 40
- 41 g. 7-12 Parallel summer school class sizes shall be limited to twenty-seven (27) students.
- 42 Class sizes shall be in full effect by the end of the first week of instruction.
- 43
- 44 h. Beginning after the first week of summer school, 7-12 Parallel summer school teachers
- 45 with class sizes larger than twenty-seven (27) will be compensated \$5.00 per student per
- 46 day.
- 47

- 1 4. The Special Education non-ESY TK-12 summer school mirrors the conditions listed above  
2 for the corresponding grade range. Extended School Year (ESY) instruction may not be less  
3 than twenty (20) instructional days.  
4
- 5 5. Summer school teachers who are District employees may share summer school contracts at  
6 the discretion of the site administrator. If the site administrator denies the requested share  
7 contract, he/she must give a written reason for the denial.  
8
- 9 6. Summer School teachers shall be prohibited from taking vacation during the summer school  
10 period. A violation will affect the teacher's re-employment rights for the following year, and  
11 the teacher shall lose the first right of refusal to summer school jobs.  
12
- 13 7. Two (2) summer school teachers may share one (1) assignment as long as service is  
14 consecutive, at the discretion of the District.  
15
- 16 8. Summer School enrollments shall be limited to:  
17  
18 High School – 45  
19 Junior High Remedial\* – 45  
20 Elementary Remedial\* TK-3 – 25  
21 Elementary Remedial\* 4-6 – 32  
22
- 23 Summer School class sizes shall be limited to:  
24  
25 High School – 39  
26 Junior High Remedial – 39  
27 Elementary Remedial TK-3 – 20  
28 Elementary Remedial 4-6 – 27  
29
- 30 The above class sizes shall be in full effect by the end of the first week.  
31
- 32 \* Remedial – Make-up classes of core classes failed and needed to pass to go to the next  
33 grade level and/or to graduate.  
34
- 35 9. No students shall be enrolled after the ninth instructional day for a course, unless enrolling in  
36 a second on-line course. For students enrolling in a second on-line course, there must be ten  
37 (10) instructional days available to complete the second course.  
38
- 39 10. The District will provide classified support staff to address the needs of English Learner  
40 students using computer based curriculum at the 9-12 level. Classified staff will be split  
41 between sites with a schedule determined by the District. The level of classified staffing will  
42 be determined by the District based on a needs assessment.  
43
- 44 11. The District will make a good faith effort to reappoint all previous year summer school  
45 teachers (if they have acceptable observation(s) the previous summer) to assignments that are  
46 substantially the same, prior to advertising vacancies.  
47

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

24 18. Summer Assessment:  
25

26 Federal requirement based on Individuals with Disabilities Act requires that states assess  
27 students with disabilities who transition from Part C (0-3 years of age) to Part B (3-22 years  
28 of age) during all months of the year.  
29

30 The Special Education Department will require personnel for summer IEPs in the following  
31 job classifications:  
32

- 33 • School Psychologist
- 34 • Speech-Language Pathologist
- 35 • School Nurse
- 36 • Special Day Class Teacher, Deaf and Hard of Hearing
- 37 • Special Day Class Teacher, Learning Handicapped Pre-K
- 38 • Special Day Class Teacher, Severely Handicapped Pre-K
- 39 • Special Day Class Teacher, Visually Impaired  
40

41 Certificated staff noted above will be compensated at the current summer school hourly rate  
42 or the teacher's per diem hourly rate, whichever is higher.  
43

44 Assignments will be offered to interested staff in seniority order. If an individual declines an  
45 assignment, they will receive additional opportunities when the entire list has cycled through  
46 back to their name.

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 intern support  
14 provider to provide the intern with guidance and support during their internship. The  
15 intern support provider will be paid a yearly stipend as indicated on the stipend salary  
16 schedule. When selecting the cooperating teacher, priority should be given to the  
17 department or grade level, 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 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 ninety-two percent (92%) on Step 1, Column 1 of the  
31 Certificated Salary 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. The Association and Modesto City Schools agree to consult on matters pertinent to the  
39 District's 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

1 13. University Interns shall have no rights to the reduction in force process in Education Code  
2 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 (9-12)  
6 Elliott Credit Acquisition  
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 Multi-Tiered System of Support (MTSS) (7-12)  
13 Outdoor Education  
14 Rigorous Intervention for Student Enrichment (RISE)  
15 Tuolumne TK-8 Expansion  
16
- 17 B. Extended Summer School Program teachers will be paid at the Hourly Direct Instruction  
18 Rate.  
19
- 20 C. The number of sessions per day and the number of weeks the sessions will be offered, will  
21 be determined by site needs and/or funding.  
22
- 23 D. Academic Intervention and Extended Summer School teachers will be paid one (1) hour for  
24 every hour of instruction.  
25
- 26 E. Home and Hospital teachers will be paid one (1) hour preparation time per student served.  
27
- 28 F. A regular teacher with the District may work no more than four (4) hours per school day or  
29 twenty (20) hours per week, in total, in any of the hourly programs listed in this section,  
30 except as noted in Independent Study (Hourly).

1	PROGRAM TITLE:	Academic Intervention Program
2		
3	ELIGIBILITY:	TK-12
4		
5	PROGRAM	To provide supplemental educational opportunities for
6	SUMMARY:	students through instruction during the school year outside
7		the regular school day, Saturday school and during summer
8		for programs not considered traditional summer school
9		(e.g. Summer Bridge Program).
10		
11		To increase the instructional time and/or support instruction
12		in all content areas.
13		
14	PROGRAM	The instruction/support must supplement the regular
15	REQUIREMENTS:	instructional program in the core academic areas.
16		
17		Instruction may be provided before school, after school,
18		on Saturdays, or during summer.
19		
20	TEACHER	Plan, prepare, teach/assist/reinforce student learning in all;
21	RESPONSIBILITIES:	content areas, evaluate student learning, and keep records
22		as required.
23		
24		Instructional settings will include large group, small group,
25		and/or individual instruction as needed.
26		
27	SALARY:	Hourly Direct Instruction Rate.
28		
29		School Year: Paid hourly up to a maximum of four (4)
30		hours a day (Monday through Friday).
31		
32		Saturday School requires a minimum of four (4) hours and
33		fifteen (15) minutes (4.25 hours) of student contact time
34		(teacher compensated for five (5.0) hours).
35		
36		Other Saturday program hours are dependent on site needs
37		and require prior written approval by site administrator.
38		
39		Non-traditional summer program (e.g. Summer Bridge)
40		hours dependent on site need.
41		

1	PROGRAM TITLE:	Adult Education
2		
3	ELIGIBILITY:	Any student who is sixteen (16) years of age or older.
4		
5	PROGRAM	A wide variety of classes are offered to provide
6	SUMMARY:	sufficient courses to meet the Adult and Comprehensive
7		High School diploma requirements through adult
8		concurrent enrollment. These include English, science,
9		social science, mathematics, etc. In addition, courses to
10		prepare for the General Educational Development (GED)
11		test, Citizenship Program, and some Industrial Trade
12		Programs are offered. Teachers provide instruction after
13		the regular school day for various amounts of hours.
14		
15	PROGRAM	Teacher develops course material with principal and
16	REQUIREMENTS:	district support and supervision. A monthly register of
17		student attendance is maintained. A teacher is responsible
18		for testing, grading work, and other activities associated
19		with the class.
20		
21	TEACHER	Plan, prepare, teach, evaluate student learning, and
22	RESPONSIBILITIES:	keep records as required.
23		
24	SALARY:	Hourly Direct Instruction Rate.
25		

1 PROGRAM TITLE: 9-12 Credit Recovery

2

3 ELIGIBILITY: Grades 9-12

4

5 PROGRAM: Following are the models for credit recovery that will be used during the  
6 SUMMARY: school year. It is noted that the credit recovery options referenced will not  
7 and are not intended to replace the various “off-site” programs for students  
8 behind in credits, which require enrollment of the student in the separate  
9 program (e.g., GradPath Program (Pearson); E200 (Elliott); Elliott  
10 Continuation).

- 11 • Before/After School Credit Recovery: credit recovery program
- 12 occurring before or after the regular school day.
- 13 • Regular School Day eLearning Credit Recovery: credit recovery
- 14 program occurring during the regular school day.

15

16 PROGRAM Before/After School Credit Recovery

17 REQUIREMENTS:

18 Days/Times Offered

- 19 • Occurs Monday through Thursday
- 20 ○ AM – 7:15 – 8:15 am (four (4) days per week)
- 21 ○ PM – 3:45 – 5:45 pm (two (2) days per week)

22

23 Session Structure:

24 AM Session: One (1) class will meet for one (1) hour per day, four  
25 (4) days per week

- 26 • Monday – Thursday

27 OR

28 PM Session: One (1) class will meet for two (2) hours per day, two  
29 (2) days per week.

- 30 • PM class will take place on Monday/Wednesday or
- 31 Tuesday/Thursday
- 32 • Other two (2)-day combination with site approval
- 33 • Special program for special populations may meet up to four
- 34 (4) days per week
- 35 • In addition, teacher compensated for thirty (30) minutes (non-
- 36 student contact time) per each two (2)-hours of course time for
- 37 course maintenance, student progress monitoring, and
- 38 communication with families/educational partners, as needed.

39

40 Format: In Person, Hybrid or Online

- 41 • Each course will meet for two (2) hours, two (2) days per week
- 42 (PM session) or one (1) hour, four (4) days per week (AM
- 43 session). In addition, the teacher commits to thirty (30) minutes
- 44 (per each two (2)-hours of course time) for course progress and
- 45 access monitoring (i.e. checking student progress in courses,
- 46 unlocking course sections, tests and quizzes, etc.) for students,
- 47 and communication with families/educational partners, as

1 needed. Total weekly course time is five (5) hours per week, of  
2 which four (4) hours is student contact time.

- 3 • Special program for special populations – to meet the needs of  
4 and provide additional support for special populations of  
5 students (Special Education, English learners, etc.), specifically  
6 identified courses may meet for up to four (4) days per week
- 7 • Teachers can opt to teach in more than one (1) time slot
- 8 • The scheduling of courses (i.e. days and times particular  
9 courses are offered) will be determined by the site/supervising  
10 administrator based on student/site needs and teacher staffing
- 11 • Teachers must be physically present during designated AM or  
12 PM times for the respective course they are teaching (even  
13 if/when students are not physically present)
- 14 • Course Maintenance & Progress Monitoring – For each course  
15 taught, the teacher will be compensated an additional thirty  
16 (30) minutes (non-student contact time) for two (2) hours of  
17 course time, or sixty (60) minutes for four (4) hour course for  
18 the purpose of course progress and access monitoring (i.e.  
19 checking student progress in courses, unlocking course  
20 sections, tests and quizzes, etc.) for students, and  
21 communication with families/educational partners, as needed.  
22 Teachers ensure APEX class maintenance is provided in a  
23 timely manner (example: student exhausts all quiz attempts -  
24 teacher needs to re-open the quiz in APEX)
- 25 • The default instructional setting for students is in-person  
26 attendance. Due to specific student needs or circumstances,  
27 and with continued demonstration of the student’s ability to  
28 progress independently, the site administrator, with teacher  
29 input, may approve the following alternative instructional  
30 settings for students:
  - 31 ○ In person when teacher support or a quiet learning  
32 space is needed (i.e. hybrid)
  - 33 ○ Student does not attend class in person, but completes  
34 online courses independently; teacher is always  
35 available during scheduled class times if support is  
36 needed
  - 37 ○ Students who are not making progress, as determined  
38 by the teacher and site administrator, may be required  
39 to attend class in person
- 40 • Unless specifically approved by the Director III, Student  
41 Support Services in order to meet a unique need or special  
42 circumstances, the District will not offer courses in which all  
43 students participate independently.
- 44 • Teachers will be assigned to courses for which they are  
45 appropriately credentialed. Should difficulties arise in finding a  
46 credentialed teacher for a particular course, the prior process  
47 used with Extended Summer School (“ESS”) will be used on a  
48 case by case basis by the supervising administrator (in priority

1 sequence; only progressing to the next step if efforts at the  
2 prior step are not successful):

- 3 ○ Step 1 – Teachers at the home site credentialed for the  
4 course/content area
  - 5 ○ Step 2 – Teachers at the home site credentialed for a  
6 different course/content area
  - 7 ○ Step 3 – Certificated Substitute Teachers (credentialed)
  - 8 ○ Step 4 – Certificated Substitute Teachers (thirty (30)-  
9 day permit)
- 10 ● The maximum class size for a course is the current contractual  
11 class size maximum.
  - 12 ● District-approved curriculum (APEX) shall be utilized for the  
13 program.

### 14 Regular School Day eLearning Credit Recovery

15 The Regular School Day eLearning Credit Recovery is targeted ideally  
16 for 10<sup>th</sup> – 12<sup>th</sup> grade students who are significantly credit-deficient  
17 (e.g. need to make up two or more (2+) courses), but may be offered to  
18 9<sup>th</sup> grade students during the second semester based on special  
19 circumstances. In addition, students who need to meet A-G  
20 requirements may take a “first look” course to support goals if there is  
21 a barrier in taking such courses during the school day.  
22

#### 23 Days/Times Offered

- 24 ● Occurs Monday through Friday

25  
26  
27 Session Structure – Daily, during identified instructional period in the  
28 regular school day (i.e., periods 1-7)  
29

#### 30 Format: In Person Only

- 31 ● The specific period in the day selected for this program will be  
32 determined by the site/supervising administrator based on  
33 site/student needs and teacher staffing.
- 34 ● If the eLearning class is offered as an optional period, selection  
35 of teachers will follow Assignment of Optional Periods  
36 (Article XIV – Reassignment).
- 37 ● If, as a result of teaching an eLearning class, a teacher’s  
38 schedule includes an optional period, the teacher will be  
39 compensated for the optional period.
- 40 ● Participating teachers must commit to one (1) full semester, at  
41 minimum.
- 42 ● The maximum class size for a course is the current contractual  
43 class size maximum. Class sizes will be fluid and changing as  
44 students complete coursework and receive schedule changes.  
45 Exceptions shall be permitted only for unique circumstances  
46 and with the approval of the Director III, Student Support  
47 Services.  
48

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19

- Teachers must hold a valid California teaching credential unless not authorized by CTC (e.g., interns, CTE, etc.)
- District-approved curriculum (APEX) shall be utilized for the program.

The parties agree to conduct a review of the credit recovery program and data annually.

TEACHER RESPONSIBILITIES: Provide instruction and support for credit recovery as described above.

SALARY: Before/After School Credit Recovery: the pay rate for participating teachers will be the current Hourly Direct Instruction Rate and shall be paid through pay claim.

Regular School Day eLearning Credit Recovery: regular pay if part of teaching assignment or optional period pay as appropriate.

1	PROGRAM TITLE:	Elliott Credit Acquisition
2		
3	ELIGIBILITY:	Term-based assignment of credits applies to all certificated
4		staff assigning credits, and all students receiving credits.
5		
6	PROGRAM	The Term-based system for assigning academic credits and
7	REQUIREMENTS:	reporting student progress became the practice at Elliott
8		Alternative Education Center commencing the 2021-22
9		school year (per Letter of Agreement 5/4/2021).
10		<ul style="list-style-type: none"> <li>• Terms are defined by four (4)-week intervals.</li> </ul>
11		<ul style="list-style-type: none"> <li>• The possible number of credits per class per term and</li> </ul>
12		corresponding possible cumulative credits will align
13		with terms.
14		
15	TEACHER	In order to meet requirements for reporting progress to
16	RESPONSIBILITIES:	students/parents prior to the teacher certifying
17		grades/credits for each identified term, teachers shall, at
18		minimum, report on the progress of students “in danger of
19		failing” a class for the given term by the dates identified in
20		the chart (e.g., “D1 – Progress”; “D2 – Progress”; and so
21		on).
22		<ul style="list-style-type: none"> <li>• In order to satisfy the above requirement, teachers</li> </ul>
23		locate students in the appropriate Student Information
24		System screen and indicate “in danger of failing” by
25		clicking the corresponding button.
26		<ul style="list-style-type: none"> <li>• When indicating students are “in danger of failing,”</li> </ul>
27		teachers will have the option – but are not required – to
28		provide additional comments by selecting from the list
29		of comment options provided.
30		<ul style="list-style-type: none"> <li>• Following the deadline for teachers to complete</li> </ul>
31		progress reporting, the Student Information System will
32		auto-generate parent notification as indicated in the
33		attached chart (e.g., “D1 – Parent Report Sent”; “D2 –
34		Parent Report Sent”; and so on).
35		<ul style="list-style-type: none"> <li>• The District indicates that the above process is</li> </ul>
36		compliant with Board Policy regarding grade/progress
37		reporting and parent notification
38		
39	SALARY:	This additional program denotes a process for assigning
40		credits by certificated staff at Elliott Alternative Education
41		Center, who are paid on their respective placements on
42		Certificated (Schedule A). This program is not intended to
43		modify teachers’ compensation or create a new/different
44		rate of pay.
45		

1	PROGRAM TITLE:	Home and Hospital (Regular Education)
2		
3	ELIGIBILITY:	Students with medical problems.
4		
5	PROGRAM:	Students with a doctor’s note indicating short-term
6	SUMMARY:	medical needs are referred to Home and Hospital. Credits
7		or achievement levels (TK-6) are given by the student’s
8		home school based on program completion.
9		
10	PROGRAM	The site administrator will determine the placement of
11	REQUIREMENTS:	students in the Home and Hospital Program and assign the
12		Home and Hospital teacher. The Home and Hospital
13		teacher develops coursework for the student in
14		collaboration with regular classroom teacher for the first
15		ten (10) days of Home and Hospital. If the student is on
16		Home and Hospital for more than five (5) days, the Home
17		and Hospital teacher will be responsible for developing
18		coursework. The coursework developed by the Home and
19		Hospital teacher is to be equivalent to the courses the
20		student was enrolled in while attending school in the
21		regular program. The Home and Hospital teacher delivers
22		instruction at a site convenient to the student and parents.
23		The teacher maintains monthly register of meetings,
24		corrects work, administers tests, and provides assistance.
25		
26	TEACHER	Plan, prepare, teach, evaluate student learning, and
27	RESPONSIBILITIES:	keep records as required. All preparation and instruction is
28		to take place outside the teacher’s regular workday. The
29		teacher shall serve one (1) student at a time for up to five
30		(5) hours per week. The Home and Hospital teacher may
31		not claim more than twenty (20) hours a week during the
32		regular school year if they are a full-time teacher with the
33		District.
34		
35	SALARY:	Hourly Direct Instruction Rate. The teacher will be paid
36		hour for hour for instruction and up to one (1) hour of
37		preparation time per student.
38		

1	PROGRAM TITLE:	Home or Hospital (Special Education)
2		
3	ELIGIBILITY:	Placement in Home and Hospital is determined by the IEP.
4		
5	PROGRAM SUMMARY:	The Home and Hospital Program serves Special Education
6		students at either a home or hospital setting based upon the
7		Individualized Education Plan Team’s recommendation for
8		services, including frequency and duration.
9		
10	PROGRAM	The Home and Hospital Program is designed to serve
11	REQUIREMENTS:	students with exceptional needs with a medical condition
12		such as those related to surgery, accident, short-term
13		illness, or medical treatment for a chronic illness or as
14		determined by the IEP. The Program Manager will assign
15		the student to a Special Education credentialed Home and
16		Hospital teacher. The curriculum developed for the student
17		will be equivalent to the courses the student was enrolled in
18		before being placed in the Home and Hospital Program.
19		
20	TEACHER	Plan, prepare, teach, evaluate student learning, and
21	RESPONSIBILITIES:	keep records as required. All preparation and instruction is
22		to take place outside the teacher’s regular workday. The
23		teacher shall serve one (1) student at a time for up to five
24		(5) hours of instruction per week. The teacher may not
25		claim more than twenty (20) hours a week during the
26		regular work year.
27		
28	SALARY:	Hourly Direct Instruction Rate. The teacher will be paid
29		hour for hour for instruction and can claim up to one (1)
30		hour of preparation per student.
31		

1	PROGRAM TITLE:	Independent Study (Hourly)
2		
3	ELIGIBILITY:	TK-12 students/adults
4		
5	PROGRAM SUMMARY:	Students are provided an alternative education program
6		TK-12 and meet with a teacher one (1) hour per week and
7		completes independently, with parent (etc.) assistance, at
8		least twenty-five (25) hours of classroom work. The
9		Independent Study teacher will follow district-approved
10		course descriptions and guidelines to deliver the
11		educational program agreed to contractually between the
12		parents and school district.
13		
14	PROGRAM	The teacher develops a program of study in collaboration
15	REQUIREMENTS:	with the counseling staff at Pearson. Teacher maintains a
16		monthly register of meetings, corrects work, administers
17		tests and provides assistance. In special cases, teachers will
18		travel to sites for student safety or other significant reasons.
19		
20	TEACHER	Plan, prepare, teach, evaluate student learning, and
21	RESPONSIBILITIES:	keep records as required.
22		
23		a. A teacher who is a regular teacher with the District may
24		work no more than four (4) hours Independent Study
25		per school day, or an average of twenty (20) hours a
26		week.
27		b. Independent Study teachers' hourly claims will be
28		increased to up to six (6) hours per day/thirty (30) hours
29		per week for the months of January and February, in
30		understanding of the increases in TK-12 site
31		Independent Study students/hours during winter break.
32		c. A teacher who only works in the Independent Study
33		Program may work up to forty-five (45) hours a week.
34		d. Resource teachers, teaching resource students, will be
35		responsible for completing all IEPs, testing, and annual
36		reviews for these students.
37		
38	SALARY:	Hourly Direct Instruction Rate.
39		

1 PROGRAM TITLE: Independent Study Full-Time (Modesto Virtual Academy  
2 “MVA” Program)  
3  
4 ELIGIBILITY: TK-12 students  
5  
6 PROGRAM SUMMARY: Students are provided an alternative education program via an  
7 online Independent Study model. Students meet with a  
8 teacher one (1) hour per week and independently complete  
9 assigned classroom work. Teachers shall provide assistance  
10 as needed during this hour. The MVA teacher will follow  
11 district-approved course descriptions and guidelines to deliver  
12 the educational program agreed to contractually between the  
13 parents and school district. A full-time Independent Study  
14 teacher shall carry twenty-five (25) students per week (five (5)  
15 hours per day/five (5) days per week).  
16  
17 PROGRAM REQUIREMENTS: The teacher develops a program of study in collaboration  
18 with the counseling staff at Pearson. The teacher maintains a  
19 monthly register of meetings, corrects work, administers tests  
20 and provides assistance.  
21  
22 TEACHER RESPONSIBILITIES: Plan, prepare, teach, evaluate student learning, and  
23 keep records as required. The teacher completes duties as  
24 outlined on the MVA Classroom Teacher job description and  
25 shall be evaluated on a non-instructional evaluation form.  
26  
27 SALARY: Certificated Salary Schedule A – Basic Teacher Work Year.  
28  
29 2021-2022 SCHOOL YEAR: For the 2021-22 school year, the Letter of Agreement MVA  
30 Online Learning dated April 26, 2021 will be adjusted to meet  
31 the requirements of Assembly Bill 130 as follows:  
32  
33 Grades TK-3:  
34 20:1 student/teacher ratio.  
35 One (1) hour synchronous instruction per day  
36 regularly scheduled.  
37 One (1) hour per week with each individual student.  
38 Grades 4-8:  
39 24:1 student/teacher ratio  
40 Fifteen (15) minutes per day daily check in with  
41 students. One (1) hour per week with each  
42 individual student.  
43 Grades 9-12:  
44 25:1 student/teacher ratio.  
45 One (1) hour per week with each individual student.  
46  
47 Note: See Letter of Agreement MVA Online Learning dated 4/26/2021 and amended on 8/3/2021  
48

1 PROGRAM TITLE: Multi-Tiered System of Support (MTSS) (7-12)

2  
3 ELIGIBILITY: 7-12 students

4  
5 PROGRAM SUMMARY: MTSS provides academic and social-emotional support for students,  
6 embed intervention opportunities into the school day, increases positive  
7 connections with and provide guidance for students. The intent is to mobilize  
8 resources school-wide to focus on student academic and social-emotional  
9 progress and support through activities that include, but are not limited to:  
10 a. Advisory and guidance during the beginning of each semester. During  
11 this time explanation of the MTSS software system and other site  
12 determined advisement will be provided (e.g. PBIS rules and  
13 expectations, sexual harassment prevention, etc.)  
14 b. Social-emotional support, strategies and skill development; and  
15 college/career readiness  
16 c. Intervention (through coordination between teachers, MTSS targets  
17 intervention and enrichment in real time during the school day)  
18 d. Supports and engages students in enrichment opportunities  
19 e. Certificated staff have the flexibility to determine the intervention and/or  
20 enrichment during the MTSS block. Certificated staff engage in  
21 teaching, reteaching, and/or support of student learning. Which to use  
22 (intervention or enrichment) and when, as well as the strategies for each,  
23 are left to the certificated staff member's discretion  
24

25 PROGRAM REQUIREMENTS: Elements of the initiative include:

- 26 • The daily bell schedule will be adjusted to incorporate one forty-two  
27 (42)-minute MTSS period into the school day occurring four (4) days per  
28 week (Monday, Tuesday, Thursday, Friday). The MTSS period will not  
29 occur on Wednesdays. Adjustments to this term will occur during short  
30 weeks (e.g. when Wednesday is a full block day, etc.). MTSS will not  
31 occur on minimum bell schedule days.
- 32 • The start and end times for the school day will not change as a result of  
33 creating the MTSS period
- 34 • Each student on campus will be assigned to a certificated staff member  
35 for the purpose of the MTSS period. During the advisory portion of the  
36 MTSS period, unless changes are needed for scheduling purposes or for  
37 special circumstances approved by administration, class rosters for the  
38 MTSS period will remain the same for the school year
- 39 • Each certificated staff member will be assigned up to twenty-five (25)  
40 students during the MTSS period; MTSS class rosters may be comprised  
41 of students from all grade levels in a given class. A certificated staff  
42 member may invite more than twenty-five (25) students into their MTSS  
43 period should they so choose
- 44 • To the extent possible, each classroom teacher will have a dedicated  
45 classroom space for the MTSS period. Based on facility limitations, this  
46 may involve a teacher being assigned to a non-classroom space (e.g.  
47 theater, gym, etc.) for the MTSS period  
48

- All certificated staff on site will be involved in (i.e. have MTSS student responsibilities during) the MTSS support period
- A technology software solution (specific program to be determined) will be utilized to identify students who are in need of extra help, coordinate student mobility on campus to avoid overcrowding of classes by students seeking or being sent for intervention support, and track classrooms where students receive support on campus
- For the first year of implementation at a given school site, site administration will keep the MTSS Initiative as a standing item on Site Leadership Team meetings in order to maintain open lines of communication, engage in ideas for ongoing improvement and solicit feedback
- Curriculum, Training and Planning
  - One (1) professional development (“PD”) day (in addition to the contractual 185-days required of certificated employees) will be provided prior to the start of the first school year if a site implements MTSS. Certificated staff will be paid at the Curriculum Development Rate to attend this PD day
  - Additional follow up training (paid hourly at the Curriculum Development Rate) will be provided as needed during the school year
  - Teachers assigned a roster of students during MTSS time (for specific advisory and guidance related activities) will be provided with curriculum and lessons for that time period prepared by CIPD department staff or a site MTSS curriculum team
  - MTSS Curriculum team – up to six (6) certificated staff will be provided up to two (2) days during summer and prior to regular contract obligation days, paid at each staff member’s per diem daily rate for program design and development, and for creating advisory curriculum for the MTSS initiative. Additional hours during the school year that are approved by administration will be compensated at the Curriculum Development Rate
- The Parties agree that voting for the MTSS period schedule will commence as defined in Article IV Hours of Employment A.5.
- The MTSS period will not be included in the evaluation process for certificated staff
- Specific curriculum a teacher may wish to use for intervention and/or enrichment during the MTSS period (that is not provided by the District or site MTSS Curriculum team) may be purchased and/or used if agreed upon by the site Principal, the teacher and the District

TEACHER  
RESPONSIBILITIES:

Provide instruction and support for MTSS as described above.

Note: Annual voting guidelines located in Article IV Hours of Employment

1	PROGRAM TITLE:	Outdoor Education
2		
3	ELIGIBILITY:	TK-6
4		
5	PROGRAM	Outdoor Education (6 <sup>th</sup> grade camp) provides a
6	SUMMARY:	interactive outdoor science experience in a collaborative
7		outdoor learning environment, and personal growth
8		opportunities for our students. It aims to develop
9		respectful global citizens dedicated to stewardship.
10		
11	PROGRAM	The number of teachers needed to attend Outdoor
12	REQUIREMENTS:	Education will be determined by the District based upon
13		the number of participating students.
14		
15		Teachers will be offered the opportunity to participate
16		starting with 6 <sup>th</sup> grade teachers and proceeding in
17		descending grade level order. If requests exceed demand,
18		District seniority will be used to determine who will
19		participate.
20		
21		If needs remain after all TK-6 teachers at the site have
22		been offered, other District 6 <sup>th</sup> grade teachers will be
23		offered the opportunity with other grades following in
24		descending order. If requests exceed demand, District
25		seniority will be used to determine who will participate.
26		No teacher may attend more than three (3) times per
27		year.
28		
29	TEACHER	Responsibilities include assisting with individual and
30	RESPONSIBILITIES:	group management during activities, including hikes and
31		instructional lessons provided by Outdoor Education staff.
32		Teachers may also participate in the Campfire Program
33		and supervise students during meals, with dormitory
34		procedures, assisting students with day and night time
35		activities and routines, during free play, and at the Closing
36		Ceremony.
37		
38		Teachers staying at the site will have teaching
39		responsibilities as follows:
40		
41		If ten (10) or more 6 <sup>th</sup> grade students do not attend
42	outdoor	education, the teacher will teach those students.
43		
44		If less than ten (10) students remain behind, the teacher
45		will take the class of another teacher (who has
46		volunteered to attend outdoor education) at the school.
47		

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The remaining students will be distributed to other classroom teachers on a voluntary basis. Volunteering teachers will not receive compensation for classroom overages based on distributed students.

A District alternative assignment will be available if requested by the 6<sup>th</sup> grade teacher.

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 TK-6 level.

SALARY:

Certificated employees will be compensated at the rate identified on the Flat Rate Extra Duty Stipend Salary Schedule.

One (1) certificated employee shall ride each bus. If there is not a volunteer to ride the bus, the certificated employee with the least seniority, based on District seniority, will be selected. The certificated employee riding each bus will be compensated at the rate identified on the Flat Rate Extra Duty Stipend Salary Schedule.

Certificated employees not riding the bus will car pool and the employee owning the vehicle used will receive mileage reimbursement based upon the established IRS mileage reimbursement rate.

1	PROGRAM TITLE:	Rigorous Intervention/Student Enrichment (RISE)
2		
3	ELIGIBILITY:	Grades TK-12.
4		
5	PROGRAM SUMMARY:	To provide educational opportunities for students through supplemental instruction during the school year, outside the regular school day.
6		
7		
8		
9	PROGRAM	Intervention is for a minimum of 15 students and maximum
10	REQUIREMENTS/	of 25 students assigned to each participating teacher per
11	INTERVENTION:	trimester/semester. Student enrollment may fluctuate.
12		Recommendations of site teachers, site PLC's and District
13		assessment information will be considered in selection of
14		students for the program. Each student group assigned to a
15		teacher will be based on common ability level. The District
16		will provide the teacher with the curriculum and
17		information related to the data collection for each student
18		and student group.
19		
20	PROGRAM	Enrichment opportunities are for a minimum of 15 to a
21	REQUIREMENTS/	maximum of 35 students. Approved enrichment offerings
22	ENRICHMENT:	and topics covered, days and times of instruction, must be
23		approved by the Principal (or designee) and Director of
24		Student Support Services.
25		
26	TEACHER	Teach/assist/reinforce student learning in core academic
27	RESPONSIBILITIES:	areas, evaluate student learning, and collect/review data
28		regarding each student and the student group. Administer
29		pre/post assessments for intervention and post-survey for
30		enrichment.
31		
32		Teachers will provide instruction a minimum of two (2)
33		times per week. Days determined by the District
34		recognizing numerous variables (Association meetings,
35		transportation) and the goal of District-wide consistency.
36		RISE intervention requires a semester-long commitment.
37		RISE enrichment requires a commitment to the days
38		outlined in the approved proposal. TK-12 teachers may
39		share the assignment with prior approval.
40		
41	SALARY:	\$65 per hour. Each day requires one (1) hour (minimum
42		one (1) hour direct instruction) with fifteen (15) minutes of
43		paid prep at the TK-8 level and forty-five (45) minutes of
44		direct instruction with fifteen (15) minutes of paid prep at
45		the 9-12 level.
46		

1	PROGRAM TITLE:	Tuolumne TK-8 Expansion
2		
3	ELIGIBILITY:	TK-8
4		
5	PROGRAM	
6	SUMMARY:	To provide increased educational opportunities, optimize student enrollment in the District, utilize available funding to support facility improvement, and invest in and establish innovative programs in underserved communities, Tuolumne Elementary expanded to a TK-8 school to implement the Science, Technology, Engineering, Art, and Math (STEAM) program.
7		
8		
9		
10		
11		
12		
13	PROGRAM	
14	REQUIREMENTS:	Project Lead the Way (PLTW) is the STEAM-based curricular resource for the development of thematic learning, school-wide projects, and/or "electives" within the day for 7/8 grade students.
15		
16		
17		
18		Teachers will have the opportunity to teach a “0” or 8 <sup>th</sup> period for non-core "electives" outside the regular school day, based on site needs, and teacher discretion and choice will be considered in the development of curriculum and learning outside of required core classes.
19		
20		
21		
22		
23		
24		Staffing, Class Size:
25		The number of 7/8 grade positions will be determined based on projected and actual enrollment.
26		
27		
28		7/8 grade staffing selection will be based on the assignment process in current contract language (TK-6 process).
29		
30		
31		Class size maximums will be the same as applies to 6 <sup>th</sup> grade at the site
32		
33		
34		Instructional Minutes, Bell Schedules:
35		The site bell schedule, instructional minutes and the start and end of the day for 7/8 grades will be the same as 6 <sup>th</sup> grade students. CLT and Prep Time will follow in the same manner as TK-6.
36		
37		
38		
39		
40		Curriculum:
41		The District will utilize curriculum to support the STEAM focus, as well as Computer Literacy and Prep.
42		
43		
44		District Instructional Coaches/STEM Coordinator and/or District Curriculum Coordinator(s) will be available to support teachers in developing curriculum and instructional delivery specific to the STEAM program.
45		
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Instructional content roles of the 7/8 grade teacher teams will be structured as follows:  
Split with pre-defined subject areas: 7/8 grade ELA/Social Studies/ELD/PE teacher and 7/8 grade Math/ Science/ELD/PE teacher. As a STEAM school, all teachers will teach PLTW, as an integrated part of the school program.

Should additional sections of 7/8 grade be needed beyond the full-time teachers assigned to the program, any zero periods and/or optional periods needed for programmatic reasons will first be offered to the 7/8 teachers on site

**TEACHER RESPONSIBILITIES:**

New 7/8 grade teachers shall be trained in PLTW. The costs for training will be paid by the District. Teachers will be compensated at the Curriculum Development Rate for participation in PLTW training.

Teachers in the 7-8 program at Tuolumne will be provided the opportunity to work with 7-8 teachers at other sites during District-wide collaboration. Specific collaboration plans will be coordinated between teachers and the respective site principals.

7/8 grade teachers at Tuolumne will follow the same process as TK-6 Tuolumne teachers with respect to Back-to-School Night, Open House, etc.

**SALARY:**

Certificated Salary Schedule.

One (1) stipend will be added at Tuolumne to provide for 7-8 representation on the Site Leadership Team (SLT).

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

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

7  
8 I. Assaults on Employees  
9

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

14  
15 II. Safe Working Conditions  
16

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

24  
25 B. Bargaining unit members shall not be required to work in unsafe conditions or to perform  
26 tasks that endanger their health, safety or wellbeing.

27  
28 C. Upon notification, the District shall initiate an investigation of an unsafe or hazardous  
29 condition within three (3) school days. As soon as possible, the District shall eliminate or  
30 correct any unsafe or hazardous condition.

31  
32 D. Any certificated employee who observes a working condition that he/she believes to be  
33 unsafe or unhealthy, shall report such condition in writing (including e-mail), including the  
34 reasons for believing it to be unsafe or unhealthy to his/her immediate supervisor. The  
35 priority of the District shall be to investigate and remedy health and safety items. If  
36 necessary and available, an alternate workspace shall be offered until repairs are  
37 completed.

38  
39 E. Employees will follow all safety directives of the District. Employees will attend or will  
40 be compensated to attend any required trainings that are part of the essential functions of  
41 their primary job responsibilities.  
42

- 1 F. An employee shall not be required to transport students 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:** \_\_\_\_\_

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\_\_\_\_\_  
Association Approved for Processing

\_\_\_\_\_  
Signature of Grievant (use additional  
sheet if more signatures)

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

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Date Received by District \_\_\_\_\_

Signature of Receiving Administrator \_\_\_\_\_

Distribution of Copies: Association  
Receiving Administrator  
Grievant

MCS 10/88

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:** \_\_\_\_\_

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\_\_\_\_\_  
Date Received by Grievant

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Title

Distribution of Copies: Association  
Grievant  
Administrative Copy

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

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

**\*8<sup>th</sup> Period does NOT meet on Early Release Collaboration**

**\*8<sup>th</sup> Period DOES meet on Minimum Days**

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

<b>HIGH SCHOOL BELL SCHEDULES – TWO LUNCH</b>					
<b>MINIMUM DAY/RALLY SCHEDULE</b>					
<b>Period</b>	<b>From</b>	<b>To</b>	<b>Period</b>	<b>From</b>	<b>To</b>
<b>0</b>	7:38 AM	8:24 AM	<b>0</b>	7:38 AM	8:24 AM
<b>1</b>	8:30 AM	9:09 AM	<b>1</b>	8:30 AM	9:09 AM
<b>2</b>	9:15 AM	9:54 AM	<b>2</b>	9:15 AM	9:54 AM
<b>3</b>	10:00 AM	10:39 AM	<b>3</b>	10:00 AM	10:39 AM
<b>Lunch 4</b>	10:45 AM	11:20 AM	<b>4</b>	10:45 PM	11:24 AM
<b>5</b>	11:26 AM	12:05 PM	<b>Lunch 5</b>	11:30 AM	12:05 PM
<b>6</b>	12:11 PM	12:50 PM	<b>6</b>	12:11 PM	12:50 PM
<b>7</b>	12:56 PM	1:35 PM	<b>7</b>	12:56 PM	1:35 PM
<b>Rally</b>	1:41 PM	2:17 PM	<b>Rally</b>	1:41 PM	2:17 PM
<b>8</b>	2:23 PM	3:22 PM	<b>8</b>	2:23 PM	3:22 PM

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

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

**\*8<sup>th</sup> Period does NOT meet on Early Release Collaboration**

**\*8<sup>th</sup> Period DOES meet on Minimum Days**

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

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

<b>HIGH SCHOOL BELL SCHEDULES</b>		
<b>SEMESTER FINAL EXAM SCHEDULE</b>		
<b>Period</b>	<b>From</b>	<b>To</b>
<b>Day #1</b>		
<b>1</b>	8:30 AM	10:30 AM
<b>Break</b>	10:30 AM	10:44 AM
<b>2</b>	10:50 AM	12:50 PM
<b>Day #2</b>		
<b>3</b>	8:30 AM	10:30 AM
<b>Break</b>	10:30 AM	10:44 AM
<b>4/5</b>	10:50 AM	12:50 PM
<b>Day #3</b>		
<b>6</b>	8:30 AM	10:30 AM
<b>Break</b>	10:30 AM	10:44 AM
<b>7</b>	10:50 AM	12:50 PM

## HIGH SCHOOL BLOCK BELL SCHEDULE

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

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

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

**\*8<sup>th</sup> Period does NOT meet on Early Release Collaboration**

**\*8<sup>th</sup> Period DOES meet on Minimum Days**

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

\* Collaboration 1:50-2:30 PM

<b>GradPath SCHEDULE – TWO Sessions</b>		
<b>Period</b>	<b>From</b>	<b>To</b>
<b>AM</b>	8:30 am	12:30 pm
<b>PM</b>	1:00 pm	5:00 pm

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

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

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

**\*8<sup>th</sup> Period does not meet on Early Release Days**

**\*8<sup>th</sup> Period does meet on Minimum Days**

## JUNIOR HIGH/MIDDLE SCHOOL BELL SCHEDULES

### RALLY SCHEDULE

<b>Period</b>	<b>From</b>	<b>To</b>	<b>Period</b>	<b>From</b>	<b>To</b>
<b>0</b>	8:13	8:56	<b>0</b>	8:13	8:56
<b>1</b>	9:00	9:44	<b>1</b>	9:00	9:44
<b>2</b>	9:48	10:32	<b>2</b>	9:48	10:32
<b>3</b>	10:36	11:20	<b>3</b>	10:36	11:20
<b>Lunch 4</b>	11:24	11:59	<b>4</b>	11:24	12:08
<b>5</b>	12:03	12:47	<b>Lunch 5</b>	12:12	12:47
<b>6</b>	12:51	1:35	<b>6</b>	12:51	1:35
<b>7</b>	1:39	2:23	<b>7</b>	1:39	2:23
<b>Rally</b>	2:27	3:03	<b>Rally</b>	2:27	3:03
<b>8</b>	3:07	4:10	<b>8</b>	3:07	4:10

## 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**

<b><u>EXHIBITS:</u></b>	<b><u>PAGE</u></b>
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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:

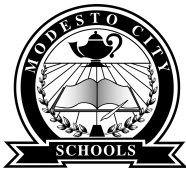
<b>4. PLANNING INSTRUCTION &amp; DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>		
Evaluator Comments:		
<b>5. ASSESSING STUDENT LEARNING</b>		
Evaluator Comments:		
	Unsatisfactory	Satisfactory
<b>OVERALL ASSESSMENT OF ALL TEACHING STANDARDS</b>		
Evaluator Comments/Commendations/Recommendations:		
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 \_\_\_\_\_

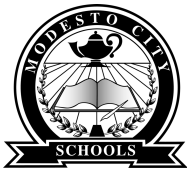
<p><b>2. <u>CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION</u></b></p> <p>2.1 Engage students in learning.</p> <p>2.2 Create and maintain effective learning environment.</p> <p>2.3 Understand and organize subject matter.</p> <p>2.4 Plan instruction and design learning experiences.</p> <p>2.5 Assess learning.</p> <p>2.6 Develop as a professional educator.</p>	<p><b>3. <u>NON-INSTRUCTIONAL DUTIES</u></b></p> <p>3.1 Perform non-instructional tasks as required by state law and District policy.</p> <p>3.2 Attend school and District meetings related to his/her assignments.</p> <p>3.3 Share equally in the sponsorship or the supervision of out-of-classroom student activities.</p>
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**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

- OVERALL EVALUATION**
- SATISFACTORY
  - UNSATISFACTORY

- RECOMMENDATION**
- PERMANENT/PROBATIONARY
  - RE-EMPLOYMENT
  - RE-ASSIGNMENT
  - DISMISSAL
  - PAR REFERRAL

- 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**

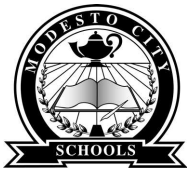
**OBSERVATION: (continued)**



**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 \_\_\_\_\_

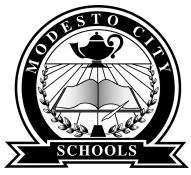
Other Participant if Any \_\_\_\_\_ Date \_\_\_\_\_

**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.

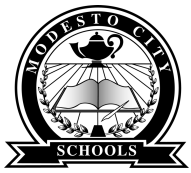
**2.5 EVALUATOR'S COMMENTS**



**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

- OVERALL EVALUATION**
- SATISFACTORY
  - UNSATISFACTORY

- RECOMMENDATION**
- PERMANENT/PROBATIONARY
  - RE-EMPLOYMENT
  - RE-ASSIGNMENT
  - DISMISSAL
  - PAR REFERRAL

- 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**

Evaluatee \_\_\_\_\_ 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**

## **CERTIFICATED SALARY SCHEDULE**

**EFFECTIVE  
07/01/24 TO CURRENT**



# CERTIFICATED SALARY SCHEDULES

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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) (unless they have submitted official transcripts reflecting 12 approved post-baccalaureate units beyond the B.A. Degree), 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. Official transcripts and verification of certificated experience must be received in the Human Resources Office by August 15<sup>th</sup>. Any new hire who accepts a position after July 15<sup>th</sup> 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" (Article IX, 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.

**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. Official transcripts and verification of certificated experience must be received in the Human Resources Office by August 15<sup>th</sup>. Any new hire who accepts a position after July 15<sup>th</sup> 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” (Article IX, Section I.5). The District may grant, on a case by case basis, extensions to these deadlines based on unique circumstances or compelling need.

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

Except as provided in Article IX – Salary, Section H.3 (“Career Technical Education (CTE) Salary Placement”), employees placed on Column 1 cannot advance beyond Step 6 unless they have submitted official transcripts reflecting 12 approved post-baccalaureate units beyond the B.A. Degree. Upon qualifying time the employee would advance to Step 18.

**MODESTO CITY SCHOOLS  
CERTIFICATED SALARY SCHEDULE**

**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	73,091	73,093	73,383	---	---	---	1	73,093	74,300	---	---	---
2	73,093	73,093	75,814	79,941	---	---	2	73,157	76,745	80,865	---	---
3	73,093	74,675	78,255	82,377	87,039	---	3	75,601	79,178	83,309	87,964	---
4	74,086	77,118	80,688	84,811	89,481	94,706	4	78,043	81,622	85,738	90,415	95,639
5	76,529	79,554	83,135	87,250	91,922	97,148	5	80,480	84,061	88,184	92,845	98,076
6	78,974	81,997	85,569	89,689	94,355	99,601	6	82,912	86,498	90,621	95,286	100,528
7	81,404	84,431	88,013	92,125	96,802	102,034	7	85,361	88,943	93,064	97,729	102,956
8	83,842	86,876	90,440	94,569	99,230	104,460	8	87,798	91,377	95,510	100,179	105,391
9	83,842	89,316	92,887	96,996	101,671	106,909	9	90,239	93,820	97,927	102,608	107,837
10	83,842	91,746	95,324	99,439	104,112	109,334	10	92,683	96,253	100,367	105,046	110,276
11	---	---	97,762	101,881	106,549	111,783	11	---	98,694	102,812	107,472	112,712
12	---	---	100,206	104,324	108,981	114,217	12	---	101,121	105,252	109,918	115,147
13	---	---	---	106,764	111,436	116,661	13	---	---	107,684	112,362	117,592
14	---	---	---	---	113,873	119,100	14	---	---	---	115,715	120,940
18	86,250	94,157	102,615	109,173	116,285	121,510	18	95,091	103,533	110,092	118,125	123,348
21	88,659	96,565	105,021	111,583	118,691	123,919	21	97,500	105,939	112,500	120,535	125,756
24	91,989	99,895	108,353	114,911	122,024	127,250	24	100,831	109,271	115,831	123,864	129,087
27	96,078	103,982	112,440	118,996	126,110	131,338	27	104,918	113,357	119,918	127,951	133,178
31	98,394	106,303	114,760	121,316	128,428	133,655	31	107,237	115,677	122,236	130,269	135,492

**DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,651**

Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #1 (internal payroll reference only)

**MODESTO CITY SCHOOLS  
CERTIFICATED SALARY SCHEDULE**

**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	395.09	395.10	396.66	---	---	---	1	395.10	401.62	---	---	---
2	395.10	395.10	409.81	432.11	---	---	2	395.44	414.84	437.11	---	---
3	395.10	403.65	423.00	445.28	470.48	---	3	408.65	427.99	450.32	475.48	---
4	400.46	416.85	436.15	458.44	483.68	511.92	4	421.85	441.20	463.45	488.73	516.97
5	413.67	430.02	449.38	471.62	496.88	525.12	5	435.03	454.38	476.67	501.86	530.14
6	426.89	443.23	462.54	484.81	510.03	538.38	6	448.17	467.56	489.84	515.06	543.39
7	440.02	456.38	475.75	497.97	523.25	551.54	7	461.41	480.77	503.05	528.26	556.52
8	453.20	469.60	488.86	511.18	536.38	564.65	8	474.58	493.93	516.27	541.51	569.68
9	---	482.79	502.09	524.30	549.57	577.89	9	487.78	507.14	529.34	554.64	582.90
10	---	495.92	515.26	537.51	562.77	590.99	10	500.99	520.29	542.52	567.82	596.09
11	---	---	528.44	550.71	575.94	604.23	11	---	533.48	555.74	580.93	609.25
12	---	---	541.65	563.91	589.09	617.39	12	---	546.60	568.93	594.15	622.42
13	---	---	---	577.10	602.36	630.60	13	---	---	582.08	607.36	635.63
14	---	---	---	---	615.53	643.78	14	---	---	---	625.49	653.73
18	466.22	508.96	554.68	590.12	628.57	656.81	18	514.01	559.64	595.09	638.51	666.75
21	479.24	521.97	567.68	603.15	641.57	669.83	21	527.03	572.64	608.11	651.54	679.76
24	497.24	539.97	585.69	621.14	659.59	687.84	24	545.03	590.65	626.11	669.54	697.77
27	519.34	562.06	607.78	643.22	681.68	709.94	27	567.12	612.74	648.21	691.63	719.88
31	531.86	574.61	620.32	655.76	694.21	722.46	31	579.66	625.28	660.74	704.16	732.39

Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #45 (internal payroll reference only)

**MODESTO CITY SCHOOLS  
CERTIFICATED SALARY SCHEDULE**

**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	65.85	65.85	66.11	---	---	---	1	65.85	66.94	---	---	---
2	65.85	65.85	68.30	72.02	---	---	2	65.91	69.14	72.85	---	---
3	65.85	67.28	70.50	74.21	78.41	---	3	68.11	71.33	75.05	79.25	---
4	66.74	69.48	72.69	76.41	80.61	85.32	4	70.31	73.53	77.24	81.46	86.16
5	68.95	71.67	74.90	78.60	82.81	87.52	5	72.51	75.73	79.45	83.64	88.36
6	71.15	73.87	77.09	80.80	85.01	89.73	6	74.70	77.93	81.64	85.84	90.57
7	73.34	76.06	79.29	83.00	87.21	91.92	7	76.90	80.13	83.84	88.04	92.75
8	75.53	78.27	81.48	85.20	89.40	94.11	8	79.10	82.32	86.05	90.25	94.95
9	---	80.47	83.68	87.38	91.60	96.32	9	81.30	84.52	88.22	92.44	97.15
10	---	82.65	85.88	89.59	93.80	98.50	10	83.50	86.72	90.42	94.64	99.35
11	---	82.65	88.07	91.79	95.99	100.71	11	---	88.91	92.62	96.82	101.54
12	---	82.65	90.28	93.99	98.18	102.90	12	---	91.10	94.82	99.03	103.74
13	---	82.65	90.28	96.18	100.39	105.10	13	---	---	97.01	101.23	105.94
14	---	82.65	90.28	96.18	102.59	107.30	14	---	---	---	104.25	108.96
18	77.70	84.83	92.45	98.35	104.76	109.47	18	85.67	93.27	99.18	106.42	111.13
21	79.87	87.00	94.61	100.53	106.93	111.64	21	87.84	95.44	101.35	108.59	113.29
24	82.87	90.00	97.62	103.52	109.93	114.64	24	90.84	98.44	104.35	111.59	116.30
27	86.56	93.68	101.30	107.20	113.61	118.32	27	94.52	102.12	108.04	115.27	119.98
31	88.64	95.77	103.39	109.29	115.70	120.41	31	96.61	104.21	110.12	117.36	122.07

Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #46 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS  
EARLY CHILDHOOD EDUCATION - TEACHER SALARY SCHEDULE**

<b>STEP</b>	<b>30-59 Units</b>	<b>60-89 Units</b>	<b>90+ Units</b>	<b>BA Degree</b>	<b>MA Degree</b>
Step 1	25.72	28.06	30.64	33.47	36.55
Step 2	26.87	29.31	32.00	34.96	38.25
Step 3	28.06	30.64	33.47	36.57	39.90
Step 4	29.31	32.00	34.96	38.23	41.75
Step 5	30.64	33.47	36.57	39.96	43.68
Step 6-10	32.00	34.96	38.23	41.75	45.66
Step 11-14	32.56	35.52	38.79	42.31	46.21
Step 15-19	34.35	37.31	40.58	44.10	48.01
Step 20	36.52	39.48	42.75	46.27	50.17

**ANNUAL SALARY:**

Example: (183 days, 7-hour employee)  $183 \times 7 \times \$25.72 = \$32,947$

**SUBSTITUTES:**

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

Board Approved:

This schedule represents a new schedule beginning the 2024/25 school year as agreed upon in negotiations.

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

**MODESTO CITY SCHOOLS  
EARLY CHILDHOOD EDUCATION -  
SPECIALIST SALARY SCHEDULE**

STEP	Range 1	MA Degree
Step 1	37.26	40.73
Step 2	38.97	42.57
Step 3	40.73	44.52
Step 4	42.57	46.54
Step 5	44.52	48.67
Step 6-10	46.54	50.90
Step 11-14	46.92	51.29
Step 15-19	48.16	52.52
Step 20	49.65	54.01

**ANNUAL SALARY:**

Example: (183 days, 7-hour employee)  $183 \times 7 \times \$37.26 = \$47,730$

**SUBSTITUTES:**

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

Board Approved:

This schedule represents a new schedule beginning the 2024/25 school year as agreed upon in negotiations.

QCC Schedule #6 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS  
195-DAY SCHEDULE EMPLOYEES SALARY SCHEDULE**

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	77,042	77,044	77,350	---	---	---	1	77,044	78,316	---	---	---
2	77,044	77,044	79,912	84,262	---	---	2	77,111	80,893	85,236	---	---
3	77,044	78,711	82,485	86,830	91,744	---	3	79,688	83,458	87,812	92,719	---
4	78,091	81,287	85,050	89,395	94,318	99,825	4	82,262	86,034	90,372	95,302	100,809
5	80,666	83,854	87,629	91,966	96,891	102,399	5	84,830	88,605	92,951	97,864	103,377
6	83,243	86,429	90,194	94,537	99,455	104,985	6	87,394	91,174	95,519	100,437	105,962
7	85,804	88,995	92,770	97,105	102,035	107,549	7	89,975	93,751	98,094	103,012	108,521
8	88,374	91,572	95,329	99,681	104,594	110,106	8	92,544	96,316	100,673	105,594	111,088
9	---	94,144	97,908	102,239	107,167	112,688	9	95,117	98,891	103,220	108,154	113,666
10	---	96,705	100,477	104,814	109,740	115,244	10	97,693	101,456	105,792	110,724	116,237
11	---	---	103,046	107,388	112,308	117,825	11	---	104,029	108,369	113,281	118,805
12	---	---	105,623	109,963	114,872	120,391	12	---	106,587	110,941	115,860	121,371
13	---	---	---	112,535	117,460	122,967	13	---	---	113,505	118,436	123,948
14	---	---	---	---	120,028	125,538	14	---	---	---	121,970	127,477
18	90,912	99,247	108,162	115,074	122,571	128,078	18	100,231	109,129	116,043	124,510	130,015
21	93,451	101,785	110,698	117,615	125,107	130,617	21	102,770	111,665	118,581	127,050	132,554
24	96,961	105,295	114,210	121,122	128,620	134,128	24	106,281	115,178	122,092	130,559	136,065
27	101,271	109,603	118,518	125,428	132,927	138,437	27	110,589	119,484	126,400	134,867	140,377
31	103,713	112,049	120,963	127,874	135,370	140,880	31	113,034	121,930	128,843	137,311	142,816

**DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,651**

195-Day Schedule Employee (195 responsibility days)

Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #83 (internal payroll reference only)

**MODESTO CITY SCHOOLS  
GRADPATH ACADEMY - SALARY SCHEDULE**

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	85,297	85,300	85,637	---	---	---	1	85,300	86,706	---	---	---
2	85,300	85,300	88,473	93,295	---	---	2	85,376	89,563	94,371	---	---
3	85,300	87,145	91,322	96,132	101,576	---	3	88,225	92,401	97,221	102,652	---
4	86,461	89,998	94,164	98,976	104,426	110,520	4	91,081	95,252	100,058	105,516	111,611
5	89,311	92,840	97,016	101,823	107,273	113,371	5	93,921	98,097	102,909	108,350	114,454
6	92,160	95,693	99,860	104,664	110,115	116,231	6	96,758	100,946	105,754	111,203	117,314
7	94,998	98,530	102,711	107,506	112,966	119,072	7	99,613	103,797	108,603	114,049	120,148
8	97,844	101,383	105,543	110,361	115,802	121,905	8	102,461	106,638	111,457	116,910	122,990
9	---	104,229	108,400	113,195	118,649	124,764	9	105,311	109,484	114,285	119,742	125,844
10	---	107,072	111,243	116,046	121,498	127,591	10	108,164	112,326	117,129	122,588	128,690
11	---	---	114,087	118,898	124,345	130,450	11	---	115,176	119,980	125,421	131,534
12	---	---	116,938	121,745	127,188	133,294	12	---	118,006	122,830	128,276	134,378
13	---	---	---	124,592	130,047	136,143	13	---	---	125,667	131,129	137,231
14	---	---	---	---	132,891	138,994	14	---	---	---	135,042	141,137
18	100,253	109,479	119,349	127,002	135,300	141,401	18	110,572	120,418	128,074	137,448	143,544
21	102,661	111,887	121,756	129,411	137,708	143,810	21	112,981	122,829	130,487	139,859	145,954
24	105,993	115,218	125,087	132,740	141,040	147,139	24	116,310	126,159	133,816	143,189	149,284
27	110,081	119,305	129,175	136,827	145,125	151,227	27	120,396	130,243	137,905	147,278	153,375
31	112,398	121,624	131,493	139,146	147,444	153,543	31	122,714	132,561	140,222	149,593	155,691

**DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,651**

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

Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #86 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS  
DIGITAL CURRICULUM COORDINATOR SALARY SCHEDULE**

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	89,908	89,911	90,266	---	---	---	1	89,911	91,393	---	---	---
2	89,911	89,911	93,255	98,338	---	---	2	89,991	94,404	99,472	---	---
3	89,911	91,856	96,258	101,328	107,067	---	3	92,994	97,396	102,476	108,201	---
4	91,135	94,863	99,254	104,326	110,071	116,494	4	96,004	100,401	105,467	111,220	117,644
5	94,139	97,858	102,260	107,327	113,072	119,499	5	98,998	103,400	108,472	114,207	120,641
6	97,142	100,866	105,258	110,322	116,067	122,514	6	101,988	106,403	111,470	117,214	123,655
7	100,133	103,856	108,263	113,317	119,072	125,508	7	104,997	109,408	114,473	120,214	126,642
8	103,133	106,863	111,248	116,326	122,062	128,494	8	107,999	112,402	117,482	123,229	129,638
9	---	109,863	114,259	119,314	125,062	131,508	9	111,003	115,402	120,463	126,215	132,646
10	---	112,860	117,256	122,319	128,065	134,488	10	114,011	118,398	123,460	129,214	135,646
11	---	---	120,254	125,325	131,066	137,501	11	---	121,402	126,465	132,201	138,644
12	---	---	123,259	128,326	134,063	140,499	12	---	124,385	129,469	135,210	141,642
13	---	---	---	131,327	137,077	143,502	13	---	---	132,460	138,217	144,649
14	---	---	---	---	140,074	146,507	14	---	---	---	142,342	148,766
18	105,672	115,397	125,800	133,867	142,614	149,044	18	116,549	126,927	134,997	144,878	151,303
21	108,210	117,935	128,337	136,406	145,152	151,584	21	119,088	129,468	137,540	147,419	153,843
24	111,722	121,446	131,848	139,915	148,664	155,092	24	122,597	132,978	141,049	150,929	157,353
27	116,031	125,754	136,157	144,223	152,970	159,401	27	126,904	137,283	145,359	155,239	161,666
31	118,474	128,198	138,601	146,667	155,414	161,843	31	129,347	139,726	147,802	157,679	164,107

**DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,651**

Digital Curriculum Coordinator (195 responsibility days, 8 hrs/day)

Board Approved:

This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #88 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS**  
**AGRICULTURE EDUCATION 9-12 TEACHERS SALARY SCHEDULE**

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	84,944	84,946	85,283	---	---	---	1	84,946	86,349	---	---	---
2	84,946	84,946	88,108	92,904	---	---	2	85,020	89,190	93,978	---	---
3	84,946	86,784	90,945	95,735	101,153	---	3	87,861	92,018	96,819	102,228	---
4	86,100	89,624	93,773	98,564	103,991	110,064	4	90,699	94,858	99,641	105,077	111,148
5	88,939	92,455	96,616	101,399	106,828	112,902	5	93,531	97,693	102,484	107,901	113,980
6	91,781	95,294	99,445	104,233	109,656	115,753	6	96,357	100,525	105,316	110,738	116,830
7	94,605	98,123	102,285	107,064	112,500	118,580	7	99,203	103,366	108,155	113,577	119,652
8	97,438	100,964	105,106	109,905	115,321	121,399	8	102,036	106,195	110,998	116,424	122,481
9	---	103,800	107,950	112,725	118,158	124,246	9	104,872	109,034	113,807	119,247	125,324
10	---	106,624	110,782	115,564	120,995	127,064	10	107,713	111,862	116,643	122,080	128,159
11	---	---	113,615	118,402	123,827	129,910	11	---	114,698	119,484	124,900	130,990
12	---	---	116,456	121,241	126,654	132,739	12	---	117,519	122,320	127,743	133,819
13	---	---	---	124,077	129,507	135,579	13	---	---	125,146	130,583	136,661
14	---	---	---	---	132,339	138,414	14	---	---	---	134,480	140,552
18	100,236	109,426	119,255	126,877	135,142	141,214	18	110,511	120,322	127,945	137,280	143,350
21	103,036	112,224	122,051	129,678	137,938	144,014	21	113,311	123,118	130,743	140,081	146,149
24	106,906	116,094	125,924	133,545	141,812	147,885	24	117,182	126,991	134,614	143,950	150,020
27	111,658	120,844	130,674	138,293	146,560	152,636	27	121,932	131,739	139,364	148,700	154,774
31	114,350	123,541	133,370	140,989	149,254	155,329	31	124,627	134,435	142,058	151,394	157,464

**DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,651**

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

Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #87 (internal payroll reference only)

**MODESTO CITY SCHOOLS  
CAL-SAFE TEACHERS SALARY SCHEDULE**

STEP	Range 1	Range 2	Range 3	Range 4	MA Degree
Step 1	25.51	27.79	30.35	33.17	36.22
Step 2	26.63	29.04	31.71	34.66	37.89
Step 3	27.79	30.35	33.17	36.22	39.55
Step 4	29.04	31.71	34.66	37.87	41.42
Step 5	30.35	33.17	36.22	39.6	43.31
Step 6	31.71	34.66	37.87	41.42	45.26

**DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,651 ANNUAL**

**STIPENDS:**

- \$ 661 = Completion of 11 Years of Service
- \$ 2,782 = Completion of 15 Years of Service
- \$ 5,354 = Completion of 20 Years of Service

**ANNUAL SALARY:**

Example: (182 days, 7.5-hour employee) 182 x 7.5 x \$25.51 = \$34,821

**SUBSTITUTES:**

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

Board Approved:

This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #8 (internal payroll reference only)

**MODESTO CITY SCHOOLS  
SCHOOL PSYCHOLOGISTS AND BOARD CERTIFIED BEHAVIOR ANALYSTS  
SALARY SCHEDULE**

	ANNUAL	DAILY
Step 1	112,547	592.35
Step 2	118,997	626.30
Step 3	125,451	660.27
Step 4	131,905	694.24
Step 5	138,356	728.19

**DOCTORATE DEGREE STIPEND = + 2,651**

School Psychologist (190 responsibility days)

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

Board Approved:

This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #3 & 49 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS  
SPEECH-LANGUAGE PATHOLOGISTS, SCHOOL NURSES,  
AND INCLUSION SPECIALISTS SALARY SCHEDULE**

**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	80,248	80,534	87,099	---	---	1	80,314	83,900	88,022	---	---
2	81,829	82,970	89,529	94,193	---	2	82,754	86,333	90,463	95,117	---
3	84,274	85,409	91,969	96,639	101,860	3	85,202	88,777	92,894	97,571	102,794
4	86,707	87,845	94,405	99,078	104,305	4	87,634	91,215	95,339	100,000	105,232
5	89,154	90,287	96,844	101,512	106,755	5	90,069	93,654	97,774	102,445	107,681
6	91,584	92,726	99,277	103,957	109,192	6	92,514	96,098	100,218	104,881	110,111
7	94,031	95,166	101,723	106,386	111,614	7	94,956	98,532	102,661	107,336	112,546
8	96,469	97,594	104,152	108,823	114,067	8	97,394	100,975	105,082	109,760	114,990
9	98,902	100,041	106,593	111,267	116,490	9	99,838	103,405	107,521	112,203	117,430
10	---	102,478	109,039	113,705	118,935	10	---	105,847	109,967	114,627	119,867
11	---	104,916	111,479	116,134	121,376	11	---	108,277	112,409	117,073	122,306
12	---	107,359	113,919	118,591	123,815	12	---	---	114,840	119,517	124,746
13	---	---	---	121,028	126,481	13	---	---	---	122,869	128,329
18	101,314	109,768	116,327	123,437	128,891	18	102,247	110,688	117,249	125,278	130,738
21	103,720	112,176	118,738	125,846	131,301	21	104,656	113,095	119,658	127,689	133,146
24	107,052	115,507	122,067	129,177	134,633	24	107,985	116,425	122,987	131,019	136,479
27	111,139	119,597	126,157	133,265	138,717	27	112,073	120,515	127,074	135,107	140,565
31	113,457	121,913	128,473	135,582	141,035	31	114,389	122,832	129,393	137,424	142,885

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**DOCTORATE DEGREE STIPEND -- MA PLACEMENT + 2,651**

Speech-Language Pathologists, School Nurses, and Inclusion Specialists (185 responsibility days)

**SUBSTITUTES:** Per diem rate based on Step 1 of current Speech-Language Pathologists, School Nurses, and Inclusion Specialists Salary Schedule.

Board Approved:

This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #81 (*internal payroll reference only*)

**MODESTO CITY SCHOOLS  
SPEECH-LANGUAGE PATHOLOGISTS, SCHOOL NURSES,  
AND INCLUSION SPECIALISTS SALARY SCHEDULE**

**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/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	433.77	435.32	470.81	---	---	1	434.13	453.51	475.79	---	---
2	442.32	448.49	483.94	509.15	---	2	447.32	466.66	488.99	514.15	---
3	455.54	461.67	497.13	522.37	550.59	3	460.55	479.88	502.13	527.41	555.64
4	468.69	474.84	510.30	535.56	563.81	4	473.70	493.05	515.35	540.54	568.82
5	481.91	488.04	523.48	548.71	577.05	5	486.86	506.24	528.51	553.76	582.06
6	495.05	501.22	536.63	561.93	590.23	6	500.08	519.45	541.72	566.92	595.19
7	508.28	514.41	549.85	575.06	603.32	7	513.28	532.61	554.92	580.19	608.36
8	521.45	527.54	562.98	588.23	616.58	8	526.45	545.81	568.01	593.30	621.57
9	534.61	540.76	576.18	601.44	629.68	9	539.66	558.95	581.19	606.50	634.76
10	---	553.94	589.40	614.62	642.89	10	---	572.15	594.42	619.61	647.93
11	---	567.11	602.59	627.75	656.09	11	---	585.28	607.62	632.83	661.11
12	---	580.32	615.78	641.03	669.27	12	---	---	620.76	646.04	674.30
13	---	---	---	654.21	683.68	13	---	---	---	664.16	693.67
18	547.64	593.34	628.79	667.23	696.71	18	552.69	598.31	633.78	677.18	706.69
21	560.65	606.36	641.83	680.25	709.74	21	565.71	611.32	646.80	690.21	719.71
24	578.66	624.36	659.82	698.25	727.75	24	583.70	629.32	664.79	708.21	737.72
27	600.75	646.47	681.93	720.35	749.82	27	605.80	651.43	686.89	730.31	759.81
31	613.28	658.99	694.45	732.88	762.35	31	618.32	663.96	699.42	742.83	772.35

Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #82 (internal payroll reference only)

**MODESTO CITY SCHOOLS  
INTERN SALARY SCHEDULE**

ANNUAL	\$	67,244
DAILY	\$	363.48

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

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Board Approved:  
This schedule represents a 0% ongoing increase over 2023/24 schedule.  
QCC Schedule #5 (*internal payroll reference only*)

## MODESTO CITY SCHOOLS SUBSTITUTE SALARY SCHEDULE

<u>REGULAR PROGRAM</u>	<b>30 Day Permit</b>		<b>Regular Credential</b>	
	Daily	*Hourly	Daily	*Hourly
Day to Day Substitute Service (First 20 Days) Eff. 1/1/23	\$ 135.00	\$ 27.00	\$ 135.00	\$ 27.00
	*** \$ 225.00	\$ 45.00	*** \$ 225.00	\$ 45.00
Day to Day Substitute Service (After 20 Days) Eff. 1/1/23	\$ 152.00	\$ 30.40	\$ 152.00	\$ 30.40
	*** \$ 225.00	\$ 45.00	*** \$ 225.00	\$ 45.00
Long Term Substitute Service (31+ consecutive days in same position, not retroactive)	N/A	N/A	\$ 194.00	\$ 38.80
		Eff. 1/1/23	*** \$ 250.00	\$ 50.00

\*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.**

**\*\*English Language Proficiency Assessment**

*\*\* (Certificated subs administering the District Assessment)*

	*Hourly
	\$ 30.40
Eff. 1/1/23	*** \$ 45.00

**\*\*\*COVID-19 Sub Rate Effective November 1, 2020 through June 30, 2025**

*\*\*\* (LOA-Temporary Increase to Daily Substitute Rate - REVISED April 2024)*

### COUNSELOR SUBSTITUTES

Daily rate equal to Salary Schedule A1, Step 1, Column 1.  
Applies to each day in assignment.

<b>Regular Credential</b>	
Daily	*Hourly
\$ 395.09	\$ 79.02

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

### SCHOOL NURSE SUBSTITUTES

\*Daily rate equal to Step 1, Column 2, of the Language Speech & Hearing Specialists', School Nurses', and Inclusion Specialists' Daily Salary Schedule.

Daily	*Hourly
\$ 433.77	\$ 86.75

\* Applies to each day in assignment.

The differential charged to employees for whom substitutes are paid at the daily rate (e.g. \$395.09) (i.e. Counselors, Psychologists, Nurses, Language Speech & Hearing Specialists, and Inclusion Specialists) will be at the current Long Term Substitute Service Daily Rate.

Board Approved:  
QCC Schedules #7 & 57 (internal payroll reference only)

**MODESTO CITY SCHOOLS  
MISCELLANEOUS HOURLY SALARY SCHEDULE**

Position	Rate
Accompanist	\$18.12
Accompanist - Performances ( <i>rate is per performance</i> )	\$90.71
Crowd Control ( <i>does not handle money</i> )	\$16.00
Crowd Control ( <i>money handler</i> )	\$16.28
Curriculum Development	\$45.00
Eighth Period Assignment ( <i>Eighth Period Assignment/180</i> )	\$66.67
GATE Psychologist Testing	\$45.93
Hourly Direct Instruction*	\$50.00
In-Service Participant	\$35.00
Peer Assistance and Review Committee Member ( <i>Not to exceed \$1,500/year</i> )	\$76.12
Pre Peer Assistance and Review ( <i>Not to exceed 48 hours</i> )	\$50.87
Rigorous Intervention/Student Enrichment (RISE)	\$65.00

\*Hourly Direct Instruction applies to Adult Education, Adult Education-Summer School, Extended Summer School 7-12, Home & Hospital-Regular Ed, Home & Hospital-Special Ed, Independent Study, MVA Hourly, Academic Intervention TK-12, ROP Evening School, and Summer School. Substitutes are paid at the regular Substitute hourly rate.

Board Approved:

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

**MODESTO CITY SCHOOLS  
FLAT RATE EXTRA DUTY STIPEND SALARY SCHEDULE**

		<b>Base Rate</b>
		\$60,000.00
<b>TK-6</b>	<b>Percent</b>	<b>Base \$</b>
Asst. to Principal 19 or less employees	2.250%	\$ 1,350.00
Asst. to Principal 20 or more employees	2.500%	\$ 1,500.00
Leadership Team Member (1 per 100 students)	2.500%	\$ 1,500.00
Open Plan Coordinator (1)	7.500%	\$ 4,500.00
Outdoor Ed - Bus Supervision (round trip)	Flat Amount	\$ 100.00
Outdoor Ed - Participant (per night)	Flat Amount	\$ 200.00
<b>7-8</b>	<b>Percent</b>	<b>Base \$</b>
Counselor (.5 FTE+ = 100% / .5 FTE- = 50%)	7.000%	\$ 4,200.00
Dept/Instructional Chairperson - 2 Teachers	1.250%	\$ 750.00
Dept/Instructional Chairperson - 3 Teachers	2.000%	\$ 1,200.00
Dept/Instructional Chairperson - 4 Teachers	2.500%	\$ 1,500.00
Dept/Instructional Chairperson - 5 Teachers	3.000%	\$ 1,800.00
Dept/Instructional Chairperson - 6 Teachers	3.750%	\$ 2,250.00
Dept/Instructional Chairperson - 7 Teachers	4.250%	\$ 2,550.00
Dept/Instructional Chairperson - 8 Teachers	5.000%	\$ 3,000.00
PHAST	Flat Amount	\$ 650.00
<b>9-12</b>	<b>Percent</b>	<b>Base \$</b>
Academic Decathlon	10.500%	\$ 6,300.00
Counselor (.5 FTE or more = 100% / .5 FTE or less = 50%)	7.000%	\$ 4,200.00
Dept/Instructional Chairperson - 5 or less teachers	3.500%	\$ 2,100.00
Dept/Instructional Chairperson - 6 to 10 teachers	4.000%	\$ 2,400.00
Dept/Instructional Chairperson - 11 or more teachers	5.000%	\$ 3,000.00
JROTC	5.000%	\$ 3,000.00
Mock Trial	10.250%	\$ 6,150.00
Science Olympiad	10.250%	\$ 6,150.00
TUPE	Flat Amount	\$ 2,000.00
Career Technical Education Student Organization (CTSO)	3.000%	\$ 1,800.00
WASC Coordinator (2 Semesters for full visit)	20.000%	\$ 12,000.00
Work Experience	4.500%	\$ 2,700.00

**MODESTO CITY SCHOOLS  
FLAT RATE EXTRA DUTY STIPEND SALARY SCHEDULE**

**Base Rate**

\$60,000.00

Various Grade Levels	Percent	Base \$
Aspiring Special Educator Mentor	6.000%	\$ 3,600.00
AVID Site Coordinator	3.500%	\$ 2,100.00
Deaf and Hard of Hearing Provider	6.500%	\$ 3,900.00
Dual Language Academy (DLA)	Flat Amount	\$ 1,000.00
Dual Site Assignment	4.500%	\$ 2,700.00
Early Childhood Education Peer Coach	3.500%	\$ 2,100.00
Ed Tech Liaison Stipends TK-12	5.000%	\$ 3,000.00
Infant Toddler Lead Teacher	Flat Amount	\$ 10,000.00
Librarian Delegate (Tuolumne TK-8 & Elliott)	5.000%	\$ 3,000.00
Optional Period Assignment	20.000%	\$ 12,000.00
PAR Consulting Teacher	6.000%	\$ 3,600.00
Student Empowerment Chair	Flat Amount	\$ 1,500.00
Student Engagement Initiative	Flat Amount	\$ 1,500.00
Sustainability Site Coordinator	Flat Amount	\$ 900.00
Teacher / Special Project	4.500%	\$ 2,700.00
Teacher Induction/Intern Support Provider/Mentor	5.000%	\$ 3,000.00

<u>District Chairperson Stipends</u> <i>(not applicable if on full-time release)</i>	Percent	Base \$
Athletic Director	20.000%	\$ 12,000.00
Department Chair, Speech-Language Pathologist	6.500%	\$ 3,900.00
Department Chair, Psychologist	6.500%	\$ 3,900.00
District Chairperson, Instrumental Music, Gr. K-6	6.500%	\$ 3,900.00
District Chairperson, Instrumental Music, Gr. 7-12	6.500%	\$ 3,900.00
District Chairperson, Nursing	16.500%	\$ 9,900.00
District Chairperson, Sustainability	6.500%	\$ 3,900.00
District Chairperson, Visual Arts, TK-12	6.500%	\$ 3,900.00
District Chairperson, Vocal Music, Gr. K-6	6.500%	\$ 3,900.00
Infant Toddler Lead Teacher	Flat Amount	\$ 10,000.00
SELPA Nurse	16.500%	\$ 9,900.00

**MODESTO CITY SCHOOLS  
FLAT RATE EXTRA DUTY STIPEND SALARY SCHEDULE**

<b>Base Rate</b>
\$60,000.00

<b>Academic Extended Competition Compensation</b>			
<b>Qualifier</b>	<b>Percent</b>	<b>Base</b>	<b>Per</b>
Competition teams such as Academic Decathlon, Science Olympiad, Speech and FBLA qualifying beyond the local level to compete at a State or National competition	1.750%	\$ 1,050.00	Event*

\* "Event" is defined as the competition and related activities taking place at the State and/or National level and is inclusive of the preparation and arrangements leading up to it following qualifying beyond the local level. Participation at the State level constitutes one event. Participation at the National level constitutes a separate, but singular, event for the purposes of extended competition compensation.

Board Approved:

**MODESTO CITY SCHOOLS  
EXTRA DUTY STIPEND SALARY SCHEDULE**

Base Rate	Longevity		
\$ 60,000.00	#1 5-8 Years 0.625%	#2 9-12 Years 1.250%	#3 13 + Years 1.875%

K-6	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Safety Patrol	2.750%	\$ 1,650.00	\$ 2,025.00	\$ 2,400.00	\$ 2,775.00
Science Olympiad	1.250%	\$ 750.00	\$ 1,125.00	\$ 1,500.00	\$ 1,875.00
Student Council	2.000%	\$ 1,200.00	\$ 1,575.00	\$ 1,950.00	\$ 2,325.00

7-8	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Activities Director (Tuolumne only)	5.000%	\$ 3,000.00	\$ 3,375.00	\$ 3,750.00	\$ 4,125.00
Awards Night	0.250%	\$ 150.00	\$ 525.00	\$ 900.00	\$ 1,275.00
Recognition Programs	0.750%	\$ 450.00	\$ 825.00	\$ 1,200.00	\$ 1,575.00
Science Olympiad	4.000%	\$ 2,400.00	\$ 2,775.00	\$ 3,150.00	\$ 3,525.00
Student Council	2.500%	\$ 1,500.00	\$ 1,875.00	\$ 2,250.00	\$ 2,625.00
Yearbook	2.000%	\$ 1,200.00	\$ 1,575.00	\$ 1,950.00	\$ 2,325.00

9-12	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
High Transitions Coordinator	2.000%	\$ 1,200.00	\$ 1,575.00	\$ 1,950.00	\$ 2,325.00
Leadership/Student Council	1.500%	\$ 900.00	\$ 1,275.00	\$ 1,650.00	\$ 2,025.00
Newspaper	2.250%	\$ 1,350.00	\$ 1,725.00	\$ 2,100.00	\$ 2,475.00
Speech	5.000%	\$ 3,000.00	\$ 3,375.00	\$ 3,750.00	\$ 4,125.00
Yearbook	2.250%	\$ 1,350.00	\$ 1,725.00	\$ 2,100.00	\$ 2,475.00

Board Approved:

**MODESTO CITY SCHOOLS  
EXTRA DUTY STIPEND SALARY SCHEDULE  
VISUAL AND PERFORMING ARTS (PROPOSITION 28)**

Base Rate	Longevity		
	#1	#2	#3
\$ 60,000.00	5-8 Years 0.625%	9-12 Years 1.250%	13 + Years 1.875%

TK-6	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3	Duties
Elementary Instrumental Music	1.500%	\$ 900.00	\$ 1,275.00	\$ 1,650.00	\$ 2,025.00	<p>* 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%)</p> <p>* Attend/participate in all district level elementary festival concerts (minimum of 4 per year)</p> <p>* Per assigned site, participate in before/after school concerts/events (minimum 2 per year) i.e., winter concert, spring concert, Back to School Night, PTA, after school meetings.</p> <p>* Events during school time such as assemblies DO NOT count toward the concert count. The stipend is for activities outside of normal work hours.</p>
Elementary Vocal Music	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	<p>* Weekly rehearsals before school/after school, during prep time, during lunch time (average 45-60 minutes per week)</p> <p>* Attend/participate in district level elementary festival concert (minimum of 1 per year)</p> <p>* Participate in before/after school concert/events (minimum 2 per year) i.e., winter concert, spring concert, back to school night, PTA after school meetings.</p> <p>* Events during school time such as assemblies DO NOT count toward the concert count. The stipend is for activities outside of normal work hours.</p>

**MODESTO CITY SCHOOLS  
EXTRA DUTY STIPEND SALARY SCHEDULE  
VISUAL AND PERFORMING ARTS (PROPOSITION 28)**

<b>7-8</b>	<b>Percent</b>	<b>Base \$</b>	<b>Longevity #1</b>	<b>Longevity #2</b>	<b>Longevity #3</b>	<b>Duties</b>
Junior High Band Director	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* Minimum of 2 concert events * Only available at sites that offer Band as a stand-alone course
Junior High Orchestra Director	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* Minimum of 2 concert events * Only available at sites that offer Orchestra as a stand-alone course
Junior High Choir Director	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* Minimum of 2 concert events * Only available at sites that offer Choir as a stand-alone course

<b>9-12</b>	<b>Percent</b>	<b>Base \$</b>	<b>Longevity #1</b>	<b>Longevity #2</b>	<b>Longevity #3</b>	<b>Duties</b>
Marching Band	9.250%	\$ 5,550.00	\$ 5,925.00	\$ 6,300.00	\$ 6,675.00	* Minimum of 4 District approved/funded adjudicated events in the marching band season * 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	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00	* 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	4.500%	\$ 2,700.00	\$ 3,075.00	\$ 3,450.00	\$ 3,825.00	* Minimum of 4 District approved/funded adjudicated events in the winter percussion season * Includes the time to work on logistics of the team * Can't receive an 8th period stipend for the same work * Grades required

**MODESTO CITY SCHOOLS  
EXTRA DUTY STIPEND SALARY SCHEDULE  
VISUAL AND PERFORMING ARTS (PROPOSITION 28)**

9-12	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3	Duties
Winter Guard	4.500%	\$ 2,700.00	\$ 3,075.00	\$ 3,450.00	\$ 3,825.00	* Minimum of 4 District approved/funded adjudicated events in the winter color guard season * 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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* 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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* 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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* 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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* 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	1.500%	\$ 900.00	\$ 1,275.00	\$ 1,650.00	\$ 2,025.00	* Minimum of 2 concert events * Only available at sites that offer Guitar as a stand-alone course

**MODESTO CITY SCHOOLS  
EXTRA DUTY STIPEND SALARY SCHEDULE  
VISUAL AND PERFORMING ARTS (PROPOSITION 28)**

9-12	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3	Duties
Wind Ensemble	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* 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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* Minimum of 4 sporting events * Minimum of 2 outside the school (instructional) day 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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* Minimum of 2 concert events 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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* Minimum of 2 concert events adjudicated 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

**MODESTO CITY SCHOOLS  
EXTRA DUTY STIPEND SALARY SCHEDULE  
VISUAL AND PERFORMING ARTS (PROPOSITION 28)**

9-12	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3	Duties
Beginning Choir	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* 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)	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00	* 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	4.000%	\$ 2,400.00	\$ 2,775.00	\$ 3,150.00	\$ 3,525.00	* Minimum of 2 concert events * Only available at sites that offer dance classes * Includes the choreography and logistical work for performances
Theater Director	5.000%	\$ 3,000.00	\$ 3,375.00	\$ 3,750.00	\$ 4,125.00	* 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 * Can't receive an 8th period stipend for the same work * Grades required

**MODESTO CITY SCHOOLS  
EXTRA DUTY STIPEND SALARY SCHEDULE  
VISUAL AND PERFORMING ARTS (PROPOSITION 28)**

9-12	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3	Duties
Choreographer	1.000%	\$ 600.00	\$ 975.00	\$ 1,350.00	\$ 1,725.00	*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

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

Base Rate	Longevity		
\$ 60,000.00	#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	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00
Baseball 7-8	2.500%	\$ 1,500.00	\$ 1,875.00	\$ 2,250.00	\$ 2,625.00
Basketball, Boys 7-8	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00
Basketball, Girls 7-8	3.000%	\$ 1,800.00	\$ 2,175.00	\$ 2,550.00	\$ 2,925.00
Co-Ed Track	2.000%	\$ 1,200.00	\$ 1,575.00	\$ 1,950.00	\$ 2,325.00
Flag Football 7-8	2.500%	\$ 1,500.00	\$ 1,875.00	\$ 2,250.00	\$ 2,625.00
Soccer 7-8	2.500%	\$ 1,500.00	\$ 1,875.00	\$ 2,250.00	\$ 2,625.00
Softball 7-8	2.500%	\$ 1,500.00	\$ 1,875.00	\$ 2,250.00	\$ 2,625.00
Volleyball, Boys 7-8	2.500%	\$ 1,500.00	\$ 1,875.00	\$ 2,250.00	\$ 2,625.00
Volleyball, Girls 7-8	2.500%	\$ 1,500.00	\$ 1,875.00	\$ 2,250.00	\$ 2,625.00

Board Approved:

**MODESTO CITY SCHOOLS  
9-12 ATHLETIC STIPEND SALARY SCHEDULE**

<b>Position Level Breakdown</b>
Base %
Base % - Head Coach
Base % - Varsity Head Coach
Varsity Football Head
Varsity Wrestling Head
Varsity Cheer
Site Athletic Director

<b>Base Rate</b>	<b>Longevity</b>		
	<b>#1</b>	<b>#2</b>	<b>#3</b>
\$ 60,000.00	5-8 Years 0.625%	9-12 Years 1.250%	13 + Years 1.875%
6.500%	7.125%	7.750%	8.375%
7.600%	8.225%	8.850%	9.475%
8.250%	8.875%	9.500%	10.125%
9.250%	9.875%	10.500%	11.125%
8.800%	9.425%	10.050%	10.675%
8.500%	9.125%	9.750%	10.375%
10.000%	10.625%	11.250%	11.875%

<b>Sport</b>	<b>Level</b>	<b>Percent</b>	<b>Base \$</b>	<b>Longevity #1</b>	<b>Longevity #2</b>	<b>Longevity #3</b>
Alternative Education	Basketball	2.000%	\$ 1,200.00	\$ 1,575.00	\$ 1,950.00	\$ 2,325.00
	Softball	1.100%	\$ 660.00	\$ 1,035.00	\$ 1,410.00	\$ 1,785.00
Cross Country	Head (Boys)	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Head (Girls)	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Baseball	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Basketball (Boys)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Basketball (Girls)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Esports	Lead Teacher	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
Flag Football	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Football	Varsity Head	9.250%	\$ 5,550.00	\$ 5,925.00	\$ 6,300.00	\$ 6,675.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	JV Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	Frosh Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00

**MODESTO CITY SCHOOLS  
9-12 ATHLETIC STIPEND SALARY SCHEDULE**

Sport	Level	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Golf (Boys)	Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Golf (Girls)	Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Soccer (Boys)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Soccer (Girls)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Softball	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Swim/Dive (Boys)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Swim/Dive (Girls)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Tennis (Boys)	Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Tennis (Girls)	Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Track*	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
Volleyball (Boys)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Volleyball (Girls)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	Varsity Asst	6.500%	\$ 3,900.00	\$ 4,275.00	\$ 4,650.00	\$ 5,025.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Water Polo (Boys)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Water Polo (Girls)	Varsity Head	8.250%	\$ 4,950.00	\$ 5,325.00	\$ 5,700.00	\$ 6,075.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Wrestling (Boys)	Varsity Head	8.800%	\$ 5,280.00	\$ 5,655.00	\$ 6,030.00	\$ 6,405.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Wrestling (Girls)	Varsity Head	8.800%	\$ 5,280.00	\$ 5,655.00	\$ 6,030.00	\$ 6,405.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00

**MODESTO CITY SCHOOLS  
9-12 ATHLETIC STIPEND SALARY SCHEDULE**

Sport	Level	Percent	Base \$	Longevity #1	Longevity #2	Longevity #3
Spirit Cheer	Varsity Head	8.500%	\$ 5,100.00	\$ 5,475.00	\$ 5,850.00	\$ 6,225.00
	JV Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
	Frosh Head	7.600%	\$ 4,560.00	\$ 4,935.00	\$ 5,310.00	\$ 5,685.00
Site Athletic Director	AD	10.000%	\$ 6,000.00	\$ 6,375.00	\$ 6,750.00	\$ 7,125.00

\* For Track Only:

One additional Assistant Coach for track teams with 101+ athletes

One additional Assistant Coach for track teams with 151+ athletes

One additional Assistant Coach for track teams with 201+ athletes

One additional Assistant Coach for track teams with 251+ athletes

One additional Assistant Coach for track teams with 300+ athletes

Qualifier	Athletic Play-Off Compensation		Per
	Percent	Base	
All coaches of CIF sanctioned teams which make it to the playoffs	0.500%	\$ 300.00	Week
Advisors and Directors who provide supervision in support of such programs	0.250%	\$ 150.00	Week in which there is extended season competition


Board Approved:

MEMORANDUM OF UNDERSTANDING  
between  
MODESTO CITY SCHOOLS  
and  
MODESTO TEACHERS ASSOCIATION

**RE: Revised 2023-24 Work Calendar Indicating June 19<sup>th</sup> as a Holiday and  
2023-24 Early Childhood Education 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:

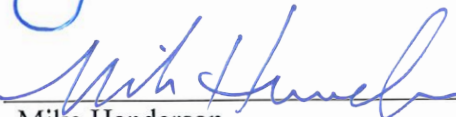
1. The Parties agree to the revised 2023-24 Work Calendar (attached). The revision to the work calendar incorporates the inclusion of June 19<sup>th</sup> as a State holiday and related adjustments. This Agreement is valid for the 2023-24 school year calendar.
2. In addition, the Parties agree to the 2023-24 Early Childhood Education Calendar (attached).
3. This MOU shall replace the MOU: 2023-24 Work Calendar dated May 13, 2022.
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, President  
On behalf of Modesto Teachers Association

Dated: 1-11-23

  
\_\_\_\_\_  
Yaser Herrera, Executive Director  
On behalf of Modesto Teachers Association

Dated: 1-11-23

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

Dated: 01/12/23

# MODESTO CITY SCHOOLS 2023-24 SCHOOL CALENDAR

## IMPORTANT DATES

<b>July 2023</b>	4	Holiday
	20	11-mo site clerical return
	27	10-mo site clerical return
<b>August 2023</b>	1-2	Staff Development
	3-4	Teacher Workday
	7	Classes Begin
		Instructional Days 19
<b>September 2023</b>	4	Holiday
		Instructional Days 20
<b>October 2023</b>	6	1st Qtr = 44 Days
	27	1st Tri-59 Days
		Instructional Days 22
<b>November 2023</b>	1	Staff Development
	10	Holiday
	23-24	Holiday
		Instructional Days 18
<b>December 2023</b>	15	2nd Qtr = 46 Days
		1st Sem = 90 Days
	18-29	Winter Break
		Instructional Days 11
<b>January 2024</b>	1-5	Winter Break
	15	Holiday
		Instructional Days 17
<b>February 2024</b>	12	Holiday
	16	2nd Tri-59 Days
	19	Holiday
		Instructional Days 19
<b>March 2024</b>	8	3rd Qtr = 42 Days
	18-22	Spring Break
	29	Holiday
		Instructional Days 15
<b>April 2024</b>		Instructional Days 22
<b>May 2024</b>	23	4th Qtr = 48 Days
		2nd Sem = 90 Days
		3rd Tri-62 Days
		Classes End
	23	10-mo site clerical last day
	27	Holiday
		Instructional Days 17
<b>June 2024</b>	17	11-mo site clerical last day
	19	Holiday

M	T	W	TH	F
<b>JULY 2023</b>				
3	④	5	6	7
10	11	12	13	14
17	18	19	20%	21
24	25	26	27#	28
31				
<b>AUGUST 2023</b>				
*7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
<b>SEPTEMBER 2023</b>				
				1
④	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
<b>OCTOBER 2023</b>				
2	3	4	5	6✓
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
<b>NOVEMBER 2023</b>				
		1	2	3
6	7	8	9	⑩
13	14	15	16	17
20	21	22	⑳	㉑
27	28	29	30	
<b>DECEMBER 2023</b>				
				1
4	5	6	7	8
11	12	13	14	15✓
18	19	20	21	㉒
㉓	26	27	28	㉔

M	T	W	TH	F
<b>JANUARY 2024</b>				
①	2	3	4	5
8	9	10	11	12
⑮	16	17	18	19
22	23	24	25	26
29	30	31		
<b>FEBRUARY 2024</b>				
			1	2
5	6	7	8	9
⑫	13	14	15	16
⑰	20	21	22	23
26	27	28	29	
<b>MARCH 2024</b>				
				1
4	5	6	7	8✓
11	12	13	14	15
18	19	20	21	22
25	26	27	28	㉑
<b>APRIL 2024</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
<b>MAY 2024</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23✓#	24
㉗	28	29	30	31
<b>JUNE 2024</b>				
3	4	5	6	7
10	11	12	13	14
17%	18	⑰	20	21
24	25	26	27	28

Classes Begin: 8/7/23      Classes End: 5/23/24      Instructional Days: 180  
 Winter Break: 12/18 - 1/5      Spring Break: 3/18 - 3/22

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: Revised 2024-25 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 revised 2024-25 Work Calendar (attached). The revised calendar reflects a change to the identified District staff development days and teacher work days in August. This Agreement is valid for the 2024-25 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.



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Chris Peterson, President  
On behalf of Modesto Teachers Association

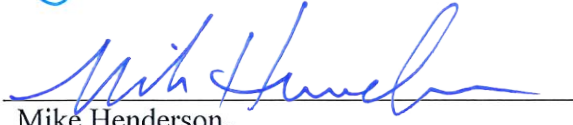
Dated: 2-28-23



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Yaser Herrera, Executive Director  
On behalf of Modesto Teachers Association

Dated: 2/28/2023



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

Dated: 03/03/2023

# MODESTO CITY SCHOOLS 2024-25 SCHOOL CALENDAR

## IMPORTANT DATES

<b>July 2024</b>	
4	Holiday
25	11-mo site clerical return
<b>August 2024</b>	
1	10-mo site clerical return
6-8	Staff Development
9-12	Teacher Workday
13	Classes Begin
	Instructional Days 14
<b>September 2024</b>	
2	Holiday
	Instructional Days 20
<b>October 2024</b>	
11	1st Qtr = 43 Days
	Instructional Days 23
<b>November 2024</b>	
1	1st Tri-58 Days
11	Holiday
28-29	Holiday
	Instructional Days 18
<b>December 2024</b>	
20	2nd Qtr = 47 Days
	1st Sem = 90 Days
23-31	Winter Break
	Instructional Days 15
<b>January 2025</b>	
1-10	Winter Break
20	Holiday
	Instructional Days 14
<b>February 2025</b>	
10	Holiday
17	Holiday
21	2nd Tri-59 Days
	Instructional Days 18
<b>March 2025</b>	
14	3rd Qtr = 42 Days
24-28	Spring Break
	Instructional Days 16
<b>April 2025</b>	
18	Holiday
	Instructional Days 21
<b>May 2025</b>	
26	Holiday
30	4th Qtr = 48 Days
	2nd Sem = 90 Days
	3rd Tri-63 Days
	Classes End
	10-mo site clerical last day
	Instructional Days 21
<b>June 2025</b>	
19	Holiday
24	11-mo site clerical last day

M	T	W	TH	F
<b>JULY 2024</b>				
1	2	3	④	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25%	26
29	30	31		
<b>AUGUST 2024</b>				
			1#	2
5	6	7	8	9
12	*13	14	15	16
19	20	21	22	23
26	27	28	29	30
<b>SEPTEMBER 2024</b>				
②	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
<b>OCTOBER 2024</b>				
	1	2	3	4
7	8	9	10	11✓
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
<b>NOVEMBER 2024</b>				
				1
4	5	6	7	8
⑪	12	13	14	15
18	19	20	21	22
25	26	27	⑳	㉑
<b>DECEMBER 2024</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20✓
23	⑳	㉑	26	27
30	㉓			

M	T	W	TH	F
<b>JANUARY 2025</b>				
		①	2	3
6	7	8	9	10
13	14	15	16	17
㉒	21	22	23	24
27	28	29	30	31
<b>FEBRUARY 2025</b>				
3	4	5	6	7
⑩	11	12	13	14
⑰	18	19	20	21
24	25	26	27	28
<b>MARCH 2025</b>				
3	4	5	6	7
10	11	12	13	14✓
17	18	19	20	21
24	25	26	27	28
31				
<b>APRIL 2025</b>				
	1	2	3	4
7	8	9	10	11
14	15	16	17	⑱
21	22	23	24	25
28	29	30		
<b>MAY 2025</b>				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
㉖	27	28	29	30✓#
<b>JUNE 2025</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	⑲	20
23	24%	25	26	27
30				

Classes Begin: 8/13/24      Classes End: 5/30/25      Instructional Days: 180  
 Winter Break: 12/23 - 1/10      Spring Break: 3/24 - 3/28

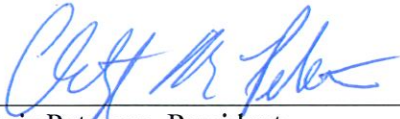
Legend	
✓	End of Quarter
○	HOLIDAY
□	Non-Attendance Day
*	First Day of School
#	First/Last Day for 10-month clerical school-level employees
%	First/Last Day for 11-month clerical school-level employees

MEMORANDUM OF UNDERSTANDING  
between  
MODESTO CITY SCHOOLS  
and  
MODESTO TEACHERS ASSOCIATION

**RE: 2025-26 Work Calendar and Early Childhood Education 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:

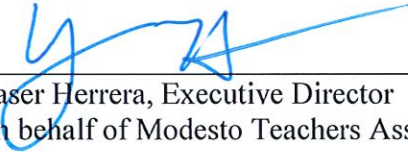
1. The Parties agree to the 2025-26 Work Calendar and 2025-26 Early Childhood Education Calendar (attached). This Agreement is valid for the 2025-26 school year calendar.
2. The provisions of this Agreement shall not be precedent setting for any purpose nor shall they be considered a past practice or evidence of a past practice for any future purpose.



Chris Peterson, President  
On behalf of Modesto Teachers Association

Dated: \_\_\_\_\_

5-20-24



Yaser Herrera, Executive Director  
On behalf of Modesto Teachers Association

Dated: \_\_\_\_\_

5/20/24



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

Dated: \_\_\_\_\_

05/20/2024

# MODESTO CITY SCHOOLS 2025-26 SCHOOL CALENDAR

## IMPORTANT DATES

<b>July 2025</b>	
4	Holiday
25	11-mo site clerical return
<b>August 2025</b>	
1	10-mo site clerical return
5-7	Staff Development
8-11	Teacher Workday
12	Classes Begin
	Instructional Days 14
<b>September 2025</b>	
1	Holiday
	Instructional Days 21
<b>October 2025</b>	
10	1st Qtr = 43 Days
31	1st Tri-58 Days
	Instructional Days 23
<b>November 2025</b>	
11	Holiday
27-28	Holiday
	Instructional Days 17
<b>December 2025</b>	
19	2nd Qtr = 47 Days
	1st Sem = 90 Days
22-31	Winter Break
	Instructional Days 15
<b>January 2026</b>	
1-9	Winter Break
19	Holiday
	Instructional Days 14
<b>February 2026</b>	
9	Holiday
16	Holiday
20	2nd Tri-59 Days
	Instructional Days 18
<b>March 2026</b>	
13	3rd Qtr = 42 Days
23-27	Spring Break
	Instructional Days 17
<b>April 2026</b>	
3	Holiday
	Instructional Days 21
<b>May 2026</b>	
25	Holiday
29	4th Qtr = 48 Days
	2nd Sem = 90 Days
	3rd Tri-63 Days
	Classes End
	Instructional Days 20
<b>June 2026</b>	
1	10-mo site clerical last day
19	Holiday
23	11-mo site clerical last day

M	T	W	TH	F
<b>JULY 2025</b>				
	1	2	3	④
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25%
28	29	30	31	
<b>AUGUST 2025</b>				
				1#
4	5	6	7	8
11	12*	13	14	15
18	19	20	21	22
25	26	27	28	29
<b>SEPTEMBER 2025</b>				
①	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
<b>OCTOBER 2025</b>				
		1	2	3
6	7	8	9	10✓
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31T
<b>NOVEMBER 2025</b>				
3	4	5	6	7
10	⑪	12	13	14
17	18	19	20	21
24	25	26	⑳	㉘
<b>DECEMBER 2025</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19✓S
22	23	㉔	㉕	26N
29	30	㉟		

M	T	W	TH	F
<b>JANUARY 2026</b>				
			①	2
5	6	7	8	9
12	13	14	15	16
⑲	20	21	22	23
26	27	28	29	30
<b>FEBRUARY 2026</b>				
2	3	4	5	6
⑨	10	11	12	13
⑱	17	18	19	20T
23	24	25	26	27
<b>MARCH 2026</b>				
2	3	4	5	6
9	10	11	12	13✓
16	17	18	19	20
23	24	25	26	27
30	31			
<b>APRIL 2026</b>				
		1	2	③
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
<b>MAY 2026</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
⑳	26	27	28	29✓ST
<b>JUNE 2026</b>				
1#	2	3	4	5
8	9	10	11	12
15	19	17	18	⑲
22	23%	24	25	26
29	30			

Classes Begin: 8/12/25      Classes End: 5/29/26      Instructional Days: 180  
 Winter Break: 12/22 - 1/9      Spring Break: 3/23 - 3/27

Legend	
✓	End of Quarter
#	First/Last Day for 10-month clerical school-level employees
S / T	End of Semester/Trimester
%	First/Last Day for 11-month clerical school-level employees
○	HOLIDAY
N	Non-Report Day for 12-month Classified
□	Non-Attendance Day
*	First Day of School

