

MTA Elementary Instructional Day Prep Pilot

1. Modesto City Schools (“District”) and Modesto Teachers Association (“Association”) and referred to jointly as the “Parties” enter into this Memorandum of Understanding regarding a pilot program for the select elementary instructional day.
2. During the 2024-2025 school year, the Parties established an Elementary Instructional Day (“EID”) Committee. The EID Committee was formed to conduct research to improve continuity of instructional time at the elementary level to create the conditions for improved instructional effectiveness. The parties also collaborated with an outside consultant during the 2025-26 school year, and engaged in extensive discussions.
3. ~~MTA~~ Parameters
  - a. For the 2026-2027 school year, the Parties shall pilot the alternate Elementary Instructional Day schedule(s) up to two (2) school sites as agreed upon by the parties based on site voting. The voting shall occur no later than the second week of November. ~~Between Fairview Elementary and Franklin Elementary, only one pilot site for 2026-27 may be chosen based on survey and agreement of the staff.~~ The threshold to implement the pilot schedule shall be no less than 65% of teachers voting in support. If a school site votes to implement the pilot, the site must hold a vote annually (no later than the end of the first week in May) to affirm continued implementation. If the site vote is less than 65% of the teachers voting in favor, the site will revert to the schedule that was in use prior to implementing the pilot schedule.
    - i. Planning for the pilot will occur in fall 2026
    - ii. Pilot will be implemented in spring 2027
  - b. Lunch should reflect current times as much as possible. Each grade level will have an identified lunch time.
  - c. Students in TK-3 will have two 15-minute recesses, at minimum. Students in grades TK-3 will have two staggered recess periods (morning and afternoon) not to exceed 20 minutes each. Recess will not be scheduled during lunch periods
  - d. Students in grades 4-6 will have one 15-minute recess, at minimum. Students in grade 4-6 will have one staggered morning recess not to exceed 20 minutes each. Recess will not be scheduled during lunch periods.
  - e. Teachers have the discretion to determine the arrangement of content within the Instructional Day.
  - f. The current CLT and Prep Provider staff will be used for the Pilot.
    - i. CLTs and Prep Providers shall not be required to obtain a new credential to deliver prep.
    - ii. CLTs may provide prep through a digital media curriculum. It is recognized by the parties that multimedia is included within the definition of VAPA.
    - iii. Prep Providers shall continue to provide instruction in non-core subject area(s).
    - iv. The District shall create a training program designed to qualify teachers under the Committee on Assignments process for those who are deemed to not already be qualified or who choose this pathway. Obtaining qualification under Committee on Assignments will be at no cost to the

1 teacher and shall be paid \$80/HR if required after the normal  
2 instructional day.

- 3 ~~g. All Certificated Staff at the pilot site shall be given a stipend of \$2,500 per~~  
4 ~~semester. Staff shall vote no later than the last week of November whether to~~  
5 ~~continue or terminate the Prep Pilot. To continue the pilot, two thirds of the site~~  
6 ~~must agree to continue. Should the site leadership team need to meet beyond their~~  
7 ~~scheduled hour to discuss the pilot or create schedules, they shall be paid an~~  
8 ~~hourly rate of \$80/HR.~~
- 9 h. Principals shall solicit staff input on site schedules.
- 10 i. Lunch periods will be organized around cafeteria maximum enrollments and not  
11 during recess. Lunch times overlap in a manner that can be accommodated by  
12 Nutrition Services for lunch service. Lunch times shall be anchored to the  
13 published site bell schedule and shall not be modified by any other provision of  
14 this MOU.
- 15 ~~j. Students in grades TK-3 will have two staggered recess periods (morning and~~  
16 ~~afternoon) not to exceed 20 minutes each. Recess will not be scheduled during~~  
17 ~~lunch periods.~~
- 18 ~~k. Students in grades 4-6 will have one staggered morning recess not to exceed 20~~  
19 ~~minutes. Recess will not be scheduled during lunch periods.~~
- 20 l. Early Release Collaboration will continue as is currently the case.
- 21 m. At minimum, maintain current 4<sup>th</sup>-6<sup>th</sup> Band and Orchestra pull out programs.  
22 FTE shall be no less than current staffing levels.
- 23 n. Professional Development, Data Dives, and other trainings shall not interrupt  
24 instruction, unless voluntary.
- 25 o. Evaluations of bargaining-unit members participating in the Pilot shall be  
26 conducted in accordance with Education Code. In addition:
- 27 i. the evaluator shall expressly identify the teacher's participation in the Pilot  
28 and the Pilot's modified instructional schedule, daily minutes, and Prep  
29 Provider configuration on the face of the evaluation;
- 30 ~~ii. before citing any deficiency standard, the evaluator shall make a specific~~  
31 ~~written finding distinguishing the extent to which the cited deficiency is~~  
32 ~~reasonably attributable to the Pilot's modified structure from the extent to~~  
33 ~~which it is attributable to the individual teacher's performance;~~
- 34 iii. participation in the Pilot, adherence to the Pilot's modified schedule, and  
35 outcomes reasonably attributable to the Pilot's structure shall not be cited  
36 as evidence supporting an unsatisfactory rating, a recommended non-  
37 reelection, the issuance of a notice of unprofessional conduct or  
38 unsatisfactory performance, or placement on a Peer Assistance and  
39 Review program; and
- 40 iv. the Parties acknowledge that this Section supplements, and does not  
41 supplant, the District's evaluation obligations under Education Code.
- 42 p. Prep Providers and CLTs will have a minimum of 24 hours of prep per year, in  
43 no less than 30-minute blocks.
- 44 q. MTA and MCS will agree on a maximum number of prep provider slots per day  
45 based on the prep model.

- 1 r. Grade level class size maximums shall apply to both CLTs and Prep Providers.  
2 Overages shall be provided to both CLTs and Prep Providers in accordance with  
3 current contract language.
- 4 s. Common Prep – The proposed schedule may be structured for common prep  
5 periods by grade level. The Parties recognize that the decision for individual  
6 teachers to use their prep time to collaborate with their grade-level peers is  
7 voluntary.
- 8 t. Prep time not received due to holiday, full-day professional development, field  
9 trips, or minimum day will not be made up.
- 10 u. Each Prep Provider and CLT assigned to a Pilot site shall be provided with a  
11 dedicated, on-site instructional classroom appropriate to the subject taught. The  
12 assigned classroom shall be reserved for the exclusive use of the Provider or CLT  
13 during all scheduled teaching, prep, planning, transition, and collaboration blocks.  
14 The assigned classroom shall not be reassigned, displaced, or temporarily  
15 reallocated for testing, assemblies, or IEP meetings. Cart-based instruction shall  
16 not be used in lieu of providing a dedicated classroom.
- 17 v. Within one month after ratification, site administration shall meet with the site  
18 and provide any necessary training, curriculum, and schedules to effectuate the  
19 pilot.
- 20 w. Between April 1 and April 30, 2027, the site administration and certificated site  
21 leadership team shall provide the Parties with a written summary analyzing how  
22 the alternate Elementary Instructional Day schedule has impacted continuity of  
23 instructional time and the conditions for instructional effectiveness.
- 24 i. The parties shall jointly meet no later than the last week of April 2027 to  
25 discuss successes and opportunities for growth and/or improvement for  
26 the pilot. ~~shall jointly meet no later than the last week of April to discuss~~  
27 ~~the success or failure of the pilot.~~
- 28 ii. The Association will survey the site(s) to assess successes and opportunities  
29 for growth and/or improvement for the pilot.
- 30 ~~✕~~ This Memorandum of Understanding ~~pilot~~ shall end on May 30 27, 2027, unless  
31 the Parties enter into a written agreement to extend the term. ~~Extension of the~~  
32 ~~pilot beyond the 2026-2027 school year shall require the Association's written~~  
33 ~~agreement. Absent such concurrence, this pilot shall expire on May 27, 2027.~~
- 34 y. The undersigned represent that they are authorized to execute this Memorandum  
35 of Understanding.  
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