

Updated District Proposal: Multi-Year Agreement, Salary & Benefits
October 23, 2026

The District proposes a 2-year agreement (2025-26 & 2026-27).

Salary Proposal:

- **3.0%** ongoing increase to the applicable salary schedules effective July 1, 2025 or beginning of the 2025-26 school year pay cycle
- **3.0%** ongoing increase to the applicable salary schedules effective July 1, 2026 or the beginning of the 2026-27 school year pay cycle

Health & Welfare Proposal:

The current District benefit contribution at all levels is **\$1,050** per month or **\$12,600** annually.

- **2025-26** – Effective upon -Board ratification of this agreement:
 - Employee Only: Increase the District contribution from \$12,600 to **\$13,452 annually** for full-time members currently enrolled in an Employee-Only District-approved medical plan.
 - Employee Plus One: Increase the contribution from \$12,600 to **\$15,470 annually** for full-time members currently enrolled in an Employee + 1 District-approved medical plan.
 - Family: Increase the contribution from \$12,600 to **\$17,488 annually** for full-time members currently enrolled in a Family District-approved medical plan.
 - The increased contribution amounts as described above will be effective January 1, 2026 and applied in the following manner:
 - The agreed upon contribution amounts as described herein will be applied prospectively upon ratification of this agreement for the members currently enrolled in the respective tiers (i.e., Employee-Only, Employee+1, and Employee + Family). The specific month the additional contributions will be effective is dependent upon the date of ratification and will applied the second month following full ratification.
 - A one-time payment equivalent to the difference in increased contribution per month for the months of January 1, 2026 to the month the increased monthly contributions are prospectively effectuated will be paid to members currently enrolled in the respective tiers (i.e., Employee-Only, Employee + 1, and Employee + Family). The date of issuance of the one-time payment will be agreed upon in advance by the parties.

- The increased District contributions above would not constitute a qualifying mid-year election change, and members may not be permitted to modify their benefit election for the 2026 calendar year.
- **2026-27:** Effective during open enrollment for benefit elections applicable for the 2027 benefit year:
 - Employee Only: The District contribution shall be **\$13,572 annually** for full-time members currently enrolled in an Employee-Only District-approved medical plan.
 - Employee Plus One: The District contribution shall be **\$20,358 annually** for full-time members currently enrolled in an Employee + 1 District-approved medical plan.
 - Family: The District contribution shall be **\$27,144 annually** for full-time members currently enrolled in a Family District-approved medical plan.

Upon ratification of the agreement, the amounts stated herein shall constitute the District contributions for members toward District-approved medical plans and shall not change, except if the parties agree to formally negotiate changes to the District contribution with the agreement codified in a Memorandum of Understanding.

ARTICLE IV

HOURS OF EMPLOYMENT

MCS Proposal for Elementary Instructional Day (Article IV – Hours of Employment)

The Parties agree to enter into a Memorandum of Understanding (MOU) to conduct a pilot program at identified school sites. The select school sites and parameters of the pilot program are as described in the MOU (attached).

Any alternate schedules shall be built within the current start and end times of respective school sites, with adjustment of start and end times subject to Article IV A.2. In no case shall the instructional day be extended to conduct the pilot program for Elementary Instructional Day (“EID”) unless agreed upon in writing by the parties.

The Elementary Instructional Day pilot proposal has been created following the work of the joint Elementary Instructional Day Committee (2024-25), Elementary Instructional Day teams in concert with an outside consultant during the current year, and extensive discussions during current negotiations. The intent has been to create a proposal that takes into consideration and reflects the priorities of the respective parties identified throughout the aforementioned work sessions.

To that end, the District proposal includes sample schedules for three identified school sites – Franklin Elementary, Fairview Elementary, and El Vista Elementary. It is understood that the parties may select different sites for the pilot. Applying the priorities and common parameters to actual bell schedules as they currently exist at these schools is intended to provide a tangible visual to consider how concepts might play out in real schedules, and take into account current FTE, numbers of classes at respective grade levels, special education classes and students, and other factors (as of Spring 2026). These examples are just that – examples. The proposal intends to account for as many variables as possible and provide for a strong structural framework for the instructional day, while allowing flexibility for teachers, staff and administrators at the pilot sites to engage in productive collaboration to improve upon the framework provided – within agreed upon parameters – as well as allow for individual differences that may be unique to the respective school sites. The parties trust the professionals at the respective school sites to develop a schedule that works at their particular site within the parameters of the proposal.

ARTICLE IV

HOURS OF EMPLOYMENT

District Counter Proposal on Items Other Than Elementary Instructional Day

The District's proposal represents an update on the terms related to the Elementary Instructional Day and related aspects of Article IV – Hours of Employment (provision of prep time, prep providers vs VAPA/PE teachers, etc.).

For items in Article IV unrelated to the Elementary Instructional Day:

- CBA Revision Committee changes – maintain
- Alternate MTSS Schedule – ~~status quo from prior proposal~~ Withdraw proposal to change vote threshold from 65% to 60%. Maintain current 65% threshold.
- Non-substantive editing or name changes – status quo from prior proposal
- Pre-K12 Meetings Chart – delete proposal for TK-6 collaboration meetings within the school day; collaboration will continue as currently exists
- PLC Collaboration – extend collaboration as currently exists via early release TK-12, through 2026-27 school year
- Collaboration for Special Education Itinerant Groups, TK-6 Resource Teachers, and Multi-grade SDC Teachers – status quo from prior proposal
- Collaboration process survey – status quo from prior proposal
- Adjunct duty – status quo from prior proposal
- Adjunct Duty Committee – status quo from prior proposal (delete it)
- Substitute Daily Rate – status quo from prior proposal
- Counselor work year – the District withdraws it's proposal for 195 work days per year. Counselor work year shall remain as currently exists.
- Preparation for Preschool Special Day Class Teachers – status quo from prior proposal
- Mandated Training – status quo from prior proposal
- Elementary Instructional Day Committee – status quo from prior proposal (delete it)

Upon agreement of the MOU, the parties agree to revise Article IV – Hours of Employment to reflect the agreement and agreed upon terms.

ARTICLE V

LEAVES

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

4. Personal Necessity Leave
5. Absence in Excess of Earned Sick Leave
6. Pregnancy Leave
7. Sick Leave-Illness or Hospital Confinement of Members of Immediate Household
8. Bereavement Leave
9. Reproductive Loss Leave
10. Leave for Victims of Violence

D. LEAVES

1. A good faith effort shall be made to return the employee to the same school and department in the high school and junior high school and grade level in elementary schools.
2. The District at any time may require supporting evidence including documentation, if appropriate, or stated reason for leave. Such evidence shall be required within a reasonable time. False statements related thereto shall be grounds for withholding leave benefits and for such other disciplinary action as the District deems appropriate.
3. Employees returning from leave of absence of indefinite duration shall provide notice of return to the Human Resources Office within one week of their planned return.
4. Except for unforeseen conditions beyond the control of the employee, which prevent timely return to work, an employee who fails to return to work at the expiration of approved leave shall be deemed to be absent without justification, and be subject to disciplinary action.
5. Effect on Progressive Salary Advancement. Time spent on the following leaves counts as part of the service required for progressive salary advancement:
 - a. All Paid Leaves
 - ~~b. Exchange Leave~~
 - e b. Federal Grant Leave
 - d c. Military Leave
 - e d. Legislative Leave
 - f e. Organization Leave

g. Association Leave

h. Sabbatical Leave

i. Job Sharing Leave (subject to service requirements)

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

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

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

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

E. Sick Leave

1. Eligibility: All contracted certificated employees except hourly.

2. Compensation: Full salary.

3. Provisions:

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

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

10 x FTE Days Worked Per Week

5

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

Proof of illness of the employee may be required if absences for the school year exceed ~~twenty (20)~~ ~~ten (10)~~ sixteen (16) days. The Associate Superintendent, Human Resources may require a written, signed certificate as proof of illness from a licensed medical practitioner.

In addition, if such leave privileges appear to be abused by repeated one (1) or partial day absences, the Associate Superintendent, Human Resources or designee may require proof of illness including a licensed medical practitioner's verification of illness. Lack of satisfactory proof of illness shall result in a refusal to allow such time off to be charged to sick leave and will be considered unpaid leave.

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

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

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

- f. **Teachers Bargaining unit members** will be able to donate up to five (5) days of sick leave per year to other bargaining unit members who are determined to be terminally ill, or are suffering from an illness that could prove terminal, once the ill teacher's sick leave has been exhausted. This provision is not subject to District approval or limitation by site.

~~DONATION OF SICK LEAVE/SICK LEAVE BANK (non-family donation): A bargaining unit member may donate up to five (5) days of sick leave per year period of sick leave to a sick leave bank, or in response to a sick leave donation request solicited by MTA. Such donation of days can be submitted to MTA via email.~~

~~Sick leave days donated to the sick leave bank shall not be returned once donated.~~

~~A bargaining unit member's receipt of sick leave days will be determined by a committee comprised of two (2) District-designated administrators and two (2) MTA designated representatives. All representatives must agree in writing (using an agreed-upon form and process) that an employee will receive the donated sick leave and state the number of days to be granted. The committee shall not be permitted to award donated sick leave days in excess of the days available. Unused donated sick leave days will rollover to the following year. A retiree (retired from service (CalSTRS)) may donate sick leave days upon retirement not to exceed forty (40) days in a three (3) school year period.~~

~~A bargaining unit member shall be required to specify the number of days requested and provide sufficient information for the committee to render a decision.~~

The bargaining unit member's use of such days shall be subject to the following conditions/limitations:

1. The bargaining unit member receiving donated sick leave must exhaust his or her available regular paid sick leave and is not eligible for other types of full paid leaves prior to receiving a donation of sick leave days. Eligibility for unpaid statutory/job protected leave shall not, by itself, disqualify an employee from receiving donated sick leave under this section.
2. The maximum amount of donated sick leave that may be received and used by a full-time permanent bargaining unit member is 30 days in a 3 school year period, unless approved by the committee, which may make a determination determine an increased number of days based on the needs and specific circumstances of the situation and the number of days donated by unit members. A bargaining unit member may make multiple requests per school year but cannot exceed 30 days in a 3 school year period, except as approved by the committee.
3. The District may prohibit receipt of such leave if there is suspected abuse of sick leave. Any such decision shall be based on objectively substantiated evidence, documented in writing, and provided to the Association upon request.
4. The donation of sick leave will be on an day by day basis without regard to classification or salary.
5. Donated sick leave shall not be used for recreation, holidays, vacation, or to extend weekends.

- g. A spouse, child, sibling or parent may donate an unlimited number of their sick leave days to said relative.
- h. A bargaining unit member may donate up to five (5) sick leave days per school year to another bargaining unit member. The bargaining unit member's use of such days shall be subject to the following conditions/limitations:

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

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

The maximum amount of leave that may be received and used by a bargaining unit member is thirty (30) days in a three (3)-school-year period unless mutually agreed by the parties for unique circumstances on a case by case basis.

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

leave.

Leave Accounting and Increments:

1. Earned/Accrued Sick Leave & Personal Necessity

- a. Earned and accrued sick leave, including leave utilized for Personal Necessity, shall be charged against the employee's sick leave in minimum increments of sixty (60) minutes. For administrative purposes, if an absence exceeds a 60-minute increment, the time shall be rounded to the nearest hour of contractual duty time.

2. Extended Illness Leave (100-Day Differential Pay)

- a. Upon the exhaustion of all earned/accrued sick leave, certificated employees shall be entitled to the remainder of the one hundred (100) working days of extended illness leave as provided by Education Code § 44977.
- b. Deductions: For any instance where an employee utilizes this extended leave, the employee shall receive their regular salary less the sum actually paid to a substitute (or the amount that would have been paid to a substitute had one been utilized) to fill the position during the absence.
- c. Increments: For the purpose of calculating the substitute deduction, the absence shall be recorded in half-day or full-day increments.
- i. A half-day is defined as up to 50% of the employee's specific daily contractual duty assignment.
- ii. A full-day is defined as any absence exceeding 50% of the employee's specific daily contractual duty assignment.

3. Non-Earned Leaves (Jury Duty, Bereavement, etc.)

- a. Leaves that are not drawn from a vested bank (including but not limited to Jury Duty and Bereavement) shall be recorded in half-day or full-day increments for tracking purposes. No salary deduction shall occur for these leaves, provided the employee complies with the documentation requirements set forth in this Agreement.
- b. Industrial Accident/Illness Leave shall be administered according to Education Code § 44984 and shall be exhausted prior to the application of Extended Illness Leave deductions.

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

1. Eligibility: All contracted certificated employees except hourly.
2. Maximum Time Limit: Five (5) days for one illness.
3. Compensation: Full salary.
4. Provisions:

An employee's absence for serious illness or hospital confinement of a member of the immediate household of the employee shall be charged, at the election of the employee,

1 against accumulated sick leave without loss of pay. Such leave shall not exceed five (5)
2 days for any one (1) illness nor be for less than one-half (1/2) day.

3
4 Proof of illness of immediate family member may be required where absence exceeds
5 five (5) days. The Associate Superintendent, Human Resource or designee may require
6 a written signed certification as proof of illness from a licensed medical practitioner.

7
8 After available “personal necessity” and “sick leave – illness or hospital confinement of
9 member of immediate household” – have been exhausted, an additional five (5) days of
10 available sick leave may be taken at full pay (implementation 2003-04).

11
12 Members of the immediate family are defined as follows:

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

20
21 G. Industrial Accident or Industrial Illness Leave

22
23 1. Eligibility: For employees as provided by law.

24
25 2. Maximum Time Sixty (60) work days.
26 Limit:

27
28 3. Compensation: Full salary.

29
30 4. Provisions:

31
32 Pursuant to the provisions of Education Code Sections 44984 and 45192, employees
33 shall be provided leave of absence for industrial accident or illness under the following
34 rules and regulations:

- 35
36 a. The accident or illness shall have arisen out of and in the course of employment and
37 shall be accepted as a bona fide injury or illness arising out of and in the course of
38 employment by the State Compensation Fund.
- 39
40 b. Allowable leave for each industrial accident or illness shall be for the number of days
41 of temporary disability not to exceed sixty (60) working days in any one fiscal year.
- 42
43 c. Allowable leave shall not be accumulated from year to year.
- 44
45 d. The leave under these rules and regulations shall commence on the first day of
46 absence.
- 47
48 e. When an employee is absent from duty due to industrial accident or illness, the

employee shall be paid such portion of the salary due for any month in which absence occurs, as when added to the employee's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, shall result in payment to the employee of not more than full salary.

- f. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability indemnity award.
- g. When an industrial accident or illness leave extends into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- h. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received due to his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants in payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- i. The benefits provided by these rules and regulations shall be applicable to employees upon employment.
- j. Any employee receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the governing board authorizes travel outside of the state.
- k. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983) and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, added to his/her temporary disability indemnity shall result in payment to him/her of not more than his/her full salary.

H. Bereavement Leave

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

a. Seven (7) work days for:

- i. Spouse
- ii. Registered domestic partner
- iii. Biological, step, foster or in-law: mother, father, child
- iv. Person for whom the employee is the main caregiver, trustee of the estate or holds power of attorney status

b. Five (5) work days for:

- i. Biological, step, foster or in-law: sibling, grandparent, grandchild, aunt, uncle, legal guardian, or any person who resided in the employee's household at the time of death

Verification of status may be required by the Human Resources Office.

Bereavement leave is provided on a per person basis.

The bereavement leave will be used within a year twelve (12) month period. ~~Bereavement days do not need to be used consecutively.~~

3. Compensation: Full salary.

4. Provisions:

~~Others defined in this section include "immediate family" as defined in Section F(4) but not referenced in H(2) above.~~

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

I. Sabbatical Leave

1. Requirements:

a. Status: Employee with permanent status.

b. Service:

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

1 service requirement.

2
3 2) During the two (2) consecutive semesters immediately preceding the beginning
4 of the leave, the employee shall have served a minimum of **one hundred fifty**
5 **(150)** days in the District or have been on military or federal grant leave during
6 the two (2) immediately preceding semesters.

7
8 3) The employee shall have served satisfactorily for the three (3) years of service
9 immediately preceding the period of the leave.

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

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

20
21 d. Length of Leave:

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

25
26 e. Compensation:

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

31
32 2. Request for Sabbatical Leave:

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

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

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

10
11 3. Sabbatical Leave Committee:
12

13 The Sabbatical Leave Committee shall consist of at least five (5) full-time certificated
14 employees; each member of the Committee shall have had a Sabbatical Leave. In the
15 event there are not a sufficient number of such persons available, additional members
16 shall be appointed by the Superintendent as needed and be representative of both
17 elementary and high school. The Sabbatical Leave Committee shall act as an advisory
18 committee on Sabbatical Leaves and recommend leaves to the Superintendent.
19 Members of the Committee shall serve a period of two (2) years and be eligible for
20 reappointment only once in five (5) years after the expiration of the term of office.
21

22 4. After Sabbatical Leave:
23

24 The District shall accord good faith consideration to employee preferences relating to
25 work site for employees returning at the expiration of a Sabbatical Leave.
26

27 5. Retirement:
28

29 Sabbatical Leaves shall count toward retirement, and full retirement contributions shall
30 be deducted from warrants in the usual manner.
31

32 6. Types of Sabbatical Leaves:
33

34 a. Leave for Travel: Travel shall constitute a planned program involving a substantial
35 portion of the year of leave. Such travel shall have educational value as its purpose.
36 A complete plan for such travel shall be submitted with the original application for
37 leave. Evidence of travel experiences shall be presented upon return to the District.
38 Such evidence may include, but not be limited to personal photographs, slides, and
39 other materials, including passport documents.
40

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

- 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:

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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:

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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

35 10. Status Report:

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37 An employee on Sabbatical Leave shall keep the Associate Superintendent, Human
38 Resources informed of his/her mailing address during such leave.
39

40 11. Final Report:

41
42 Each employee shall submit a final report to the Human Resources Office.
43

- 44 a. For a study leave, the report shall include a brief description of the courses
45 completed and their professional implications.
46

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

than September 1.

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

12. Completion of Leave:

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

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

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

14. Payment:

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

15. Incomplete Sabbatical Leaves:

- a. Due to Injury or Illness: Subject to Section D, paragraph **three (3)** of this Article,

1 interruption of a Sabbatical Leave Program caused by serious injury or illness shall
2 not be considered a failure to fulfill the conditions upon which such leave was
3 granted nor shall interruption affect the amount of compensation to be paid under
4 the terms of the leave agreement provided:

- 5
- 6 1) Notification as soon as practicable of injury or illness during Sabbatical Leave
7 is given to the Superintendent by means of registered or certified letter, and
8
- 9 2) Written evidence verifying the fact that the interruption of the program was
10 due to serious injury or illness is filed promptly with the Human Resources
11 Division.
12

- 13 b. Due to Other Causes: An employee who fails to complete all the requirements of
14 the Sabbatical Leave due to serious illness in the family or other causes beyond
15 his/her control may receive compensation on a prorated basis if a significant portion
16 of the requirement is complete.
17

18 For an incomplete Sabbatical Leave originally approved for one (1) year, fractional
19 portions of requirements completed may be one-fourth (1/4), one-half (1/2), or
20 three-fourths (3/4).
21

22 The completion of the fractional portion of the requirements shall have been
23 accomplished during the particular period for which the Sabbatical Leave was
24 authorized and prior to return to active duty or prior to the beginning of a leave
25 immediately following the sabbatical leave.
26

27 J. Military Leave
28

- 29 1. Eligibility: All employees.
30
- 31 2. Maximum Time Duration of military obligations.
32 Limit:
33
- 34 3. Compensation: As required by law.
35 4. Provisions:
36

37 In the case of a probationary employee, absence shall not count as part of the service
38 credit to attain permanent status. Absence shall not constitute a break in service.
39 Credit is granted toward advancement on the salary schedule while on military leave if
40 the employee returns within six (6) months of honorable discharge. Employees shall
41 submit applications as soon as practicable.
42

43 K. Community Service Leave
44

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

3. Compensation: Full salary.

4. Provisions:

- a) An employee who holds a responsible position as an officer in a local community group or organization is elected to represent this organization in a regional, state, national, or world conference, that individual may be granted at least one (1) leave of absence during the school year not to exceed a total of three (3) days to attend this conference as an official representative of his/her community organization without loss of pay.
- b) Attendance at such a conference shall be verified by travel or hotel receipts, program, or other appropriate evidence of participation.
- c) Upon return, the employee shall verify in writing attendance at the conference for the period of leave and that the employee was not reimbursed or entitled to reimbursement for any loss of salary.

L. Jury Duty

1. Eligibility: All contracted certificated employees except hourly.

2. Maximum Time Limit: Duration of duty.

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

4. Provisions:

- a) The District shall grant leaves of absence with pay for jury duty. Any fees paid for jury duty shall be endorsed to the District.
- b) Employees called for jury duty shall notify their site administrator immediately upon receipt of the jury summons. Notification of return shall be as soon as possible.

M. Personal Partial-Paid Leave

1. Eligibility: All contracted certificated employees except hourly.

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

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

4. Provisions:

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

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

c) Examples of exclusion from such leave are:

- 1) Accompanying spouse on vacation.
- 2) Recreation.

N. Personal Necessity Leave

1. Eligibility: All contracted certificated employees except hourly.
2. Maximum Time Limit: ~~Seven (7)~~ Ten (10) working days per academic year.
3. Compensation: Full salary to the extent that accumulated sick leave is available. Otherwise, employees are not eligible for this leave.
4. Provisions:

Personal Necessity Leave is defined as an activity that is unavoidable and cannot be taken care of at any time other than during the regularly scheduled teaching day. Up to ~~seven (7)~~ ten (10) accumulated sick leave days may be used by the employee for personal necessity with notification but without advance permission, at the teacher's discretion.*

Personal Necessity Leave shall not be used for recreation, extending weekends, holidays or vacation.

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

O. Long Term Illness Leave

1. A Long Term Illness Leave may be granted an employee upon written verification from the personal physician that illness or accident shall keep the employee from duty for a definite period of time.
2. The employee shall receive regular salary until expiration of accumulated sick leave.
3. This leave, including accumulated sick leave and the five month differential pay periods shall run consecutively.
4. The five month period for which an employee is entitled by statute to the difference between his/her salary and the approved per diem pay of a substitute teacher shall include any period of illness for which the employee is required to use his/her accumulated sick leave.
5. When sick leave is exhausted and differential pay is being utilized, the employee shall 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
- 45 4. This section applies to all contracted certificated employees, except hourly.
46
47

1 Q. Personal Leave

- 2
- 3 1. Eligibility: All contracted certificated employees except hourly.
- 4
- 5 2. Maximum Time One (1) academic year or remainder thereof.
- 6 Limit:
- 7
- 8 3. Compensation: No salary.
- 9
- 10 4. Provisions:
- 11
- 12 a. Employees shall be granted a leave of absence for personal reasons not to
- 13 exceed one (1) academic year or remainder of current year.
- 14
- 15 b. Personal Leave shall be for reasons not covered by other leaves and shall be in
- 16 the best interest of the District.
- 17
- 18 c. Requests for Personal Leave shall be submitted to the Associate Superintendent,
- 19 Human Resources through the principal. Requests for Personal Leave for one year
- 20 must be submitted thirty (30) days before the beginning of the academic year, if
- 21 practicable.
- 22
- 23 5. Personal Leave will not be granted to employees to engage in employment outside the
- 24 District with another school district.
- 25
- 26 6. The District retains the right to terminate employment if the employee is found to be
- 27 employed outside the District with another school district during the regular workday
- 28 while on Personal Leave.
- 29

30 R. Peace Corps Leave/Americorps

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

d. Peace Corps/Americorps Leave is limited to one (1) per certificated employee and the Board of Education reserves the right to limit the number of participants in any semester or year.

e. Time spent on Peace Corps/Americorps Leave counts as service for salary step advancement. A minimum of ten (10) months or equivalent calendar days employment with Teachers Corps shall receive one (1) step advancement.

S. Teacher Corps Leave

1. Eligibility: All permanent status certificated employees.

2. Maximum Time Limit: One (1) academic year unless extended for one (1) additional year by approval of the Board of Education.

3. Compensation: No salary.

4. Provisions:

a. A Teacher Corps Leave of Absence may be granted to any permanent status certificated employee to serve as a teacher in the Teacher Corps in any state, territory, or possession of the United States or foreign country.

b. The employee shall have rendered service for at least three (3) years immediately preceding the leave and shall be obligated to return to the District for at least two (2) years following service in the Teacher Corps.

c. As soon as practicable, the employee shall submit a request in writing to the site administrator, such request shall state the duration and location of the leave.

d. Teacher Corps Leave is limited to one (1) per certificated employee and the Board of Education reserves the right to limit the number of participants in any semester or year.

e. Time spent on Teacher Corps leave counts as service for salary step advancement. A minimum of ten (10) months or equivalent calendar days employment with Teachers Corps shall receive one (1) step advancement.

f. Service in Teacher Corps shall not count toward the seven (7) years requirement for Sabbatical Leave; however, Teacher Corps Leave shall not constitute a break in service for salary purposes.

g. If the State Teachers Retirement System permits service in the Teacher Corps to count toward state retirement, the employer agrees to perform the administrative tasks required by STRS in order for the employee to obtain such credit.

T. Organization Leave

1. Eligibility: All permanent status certificated employees.

2. Maximum Time Limit: One academic year. May be renewed annually during incumbency by the Board of Education.
3. Compensation: No salary.
4. Provisions:
 - a. An Organization Leave of Absence may be granted to a permanent status certificated employee to enable the employee to serve as an elected official of a recognized professional educational or employee organization and for the sole purpose of discharging the duties of such office.
 - b. Time spent on Organization Leave counts as service for salary step advancement. No credit is allowed for any other benefits.

U. Legislative Leave

1. Eligibility: All permanent status certificated employees.
2. Maximum Time Limit: One academic year. May be renewed annually during incumbency by the Board of Education.
3. Compensation: No salary.
4. Provisions:
 - a. A Legislative Leave may be granted to any permanent status certificated employee to serve ~~on in~~ an ~~elective~~ elected position in the city, county, state or federal government and for the performance of any official duties connected therewith.
 - b. No salary or fringe benefit shall be paid by the District during the leave.
 - c. Time spent on Legislative Leave counts as service for salary step advancement. No credit is allowed for any other benefits.
 - d. Requests for Legislative Leave shall be submitted as soon as practicable.

V. Association Leave

1. Eligibility: Three (3) persons designated by the Association except home teachers, hourly independent study teachers, substitute teachers, summer school, and adult school teachers.
2. Maximum Time Limit: One (1) academic year.
3. Compensation: Full salary and fringe benefits.

1 4. Provisions:

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

27

28 W. Pregnancy Disability Leave

- 29
- 30 1. Eligibility: All contracted certificated ~~female employees~~ expectant parents
- 31 except hourly.
- 32
- 33 2. Maximum Time Limit: Length of disability.
- 34
- 35
- 36 3. Compensation: Full salary--charged to accumulated sick leave.
- 37
- 38 4. Provisions:
- 39
- 40 a. Absence under Pregnancy Disability Leave shall be for disabilities caused or
- 41 contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
- 42
- 43 b. Leave shall commence on the date the physician certifies that the employee is
- 44 medically unable to work. The District shall be given notice as soon as practicable.
- 45
- 46 c. A statement in writing attesting to the condition of pregnancy shall be submitted by
- 47 the personal physician of the employee at the time the request is submitted for a
- 48 leave of absence for pregnancy disability. Such requests shall be received as soon

as practicable prior to commencement of the leave.

- d. The leave shall terminate when the employee's physician certifies that the employee is medically able to return to work. Notice of return to work shall be given as soon as practicable.
- e. When the absence extends beyond accumulated sick leave, the employee shall receive the difference between regular salary and the amount paid to a substitute for the length of time the employee is entitled by statute for such pay.

X. Child Care Leave

- 1. Eligibility: All contracted certificated employees except hourly.
- 2. Maximum Time Limit: One (1) academic year.
- 3. Compensation: No salary.
- 4. Provisions:
 - a. Employees shall be granted a Child Care Leave for the purpose of childbearing or childrearing.
 - b. If leave is requested for childbearing:
 - 1) Pregnancy shall be confirmed in writing by the employee's personal physician.
 - 2) With District approval, leave may commence at any time between the physician's confirmation of pregnancy and one (1) year after the child is born.
 - c. If leave is requested for childrearing, the District may grant an employee such leave as a result of de facto or de jure custody of a child four (4) years of age or less.

Y. Job Sharing

- 1. Eligibility: Permanent elementary classroom teachers (grades TK-6 only). Maximum number of shared assignments will be fifteen (15).
- 2. Maximum Time Limit: One (1) year at a time. Must be approved by Associate Superintendent, Human Resources yearly, prior to January 31 for the following year. If disapproved, the Associate Superintendent, Human Resources will, upon written request by the employees, provide the reasons in writing.
- 3. Compensation: Prorated salary and medical benefits in accordance with Article X Health and Welfare Benefits, Section B. One (1) step for

every two (2) years of service towards salary advancement if teacher serves in a .50 FTE or greater assignment and works at least 75% of the teacher's scheduled assigned days. A teacher serving in a 40% assignment shall earn one (1) step for every four (4) years of service if the teacher works at least 75% of the teacher's scheduled assigned days.

4. Provisions:

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

- a) If two (2) teachers want to share an assignment, they shall file a request with the District Human Resources Office by December 15 in the school year prior to the leave. The request shall be submitted on the appropriate leave of absence form. By May 1st of the school year prior to the leave, the employees participating in the job share shall submit work calendar(s) as needed which identify the number of service days, collaboration, site staff development days and District-wide staff development days each teacher proposes to attend.
- b) If either of the teachers who have agreed to share an assignment is unable to complete the obligation, the other teacher will assume the responsibility of the full-time assignment.
- c) When the two (2) teachers elect to return to 1.0 FTE assignments, the District will place the teachers in assignments that are as alike as possible to their last 1.0 FTE assignments.
- d) Report cards and progress reports will be completed by both teachers.
- e) Parent conferences will be attended by both teachers.
- f) Back to School Night and Open House will be attended by both teachers.
- g) Teachers may substitute for each other. Substitute service shall not count toward satisfying the minimum requirement of service days for salary advancement.
- h) Both teachers will teach together the first two (2) days of the school year. Each teacher will be given one full day sub to compensate them for this time.
- i) Faculty Staff Meetings – The afternoon teacher will communicate information to the a.m. teacher. Job share teachers will share responsibility for attendance at staff meetings by dividing up attendance in a fair manner. The attending teacher will communicate information to the partner teacher. Both teachers will attend if necessary, by prior arrangement.
- j) In-services or staff development activities will be attended by the appropriate teacher, or both teachers.

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 2) “Family care” means one of the following:
48

- 1 (a) Leave for reason of the birth of a child of the employee and to care for the
2 newborn child, the placement of a child with an employee in connection
3 with the adoption or foster care of the child by the employee, or the
4 serious health condition of a child of the employee.
5
- 6 (b) Leave to care for a parent, ~~or spouse,~~ domestic partner, parent-in-law,
7 grand parent, grandchild, sibling, or another individual with a blood or
8 family-like relationship with the employee (i.e., “designated person”) who
9 has a serious health condition.
10
- 11 (c) Leave because of an employee's own serious health condition that makes
12 the employee unable to perform the functions of the position of the
13 employee, except for leave taken for disability on account of pregnancy,
14 childbirth or related medical conditions.
15
- 16 3) “Employment in the same or a comparable position” means employment in a
17 position that has the same or similar duties and pay which can be performed at
18 the same or similar geographic location as the position held prior to the leave.
19
- 20 4) “Health care provider” means either of the following:
21
- 22 (a) An individual holding either a physician’s and surgeon’s certificate issued
23 pursuant to Article 4 (commencing with Section 200) of Chapter 5 of
24 Division 2 of the Business and Professions Code, an osteopathic
25 physician’s and surgeon's certificate issued pursuant to Article 4.5
26 (commencing with Section 2099.5) of Chapter 5 of Division 2 of the
27 Business and Professions Code, or an individual duly licensed as a
28 physician, surgeon, or osteopathic physician or surgeon in another state or
29 jurisdiction who directly treats or supervises the treatment of the serious
30 health condition.
31
- 32 (b) Any other person determined by the United States Secretary of Labor to
33 be capable of providing health care services under the Federal Family and
34 Medical Leave Act of 1993 and its implementing regulations.
35
- 36 5) “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal
37 guardian, or other person who stood in loco parentis to the employee when the
38 employee was a child.
39
- 40 6) “Serious health condition” means an illness, injury (including on-the-job
41 injuries), impairment, or physical or mental condition of the employee or a
42 child, parent or spouse of the employee that involves either of the following:
43
- 44 (a) Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential
45 health care facility.
46
- 47 (b) Continuing treatment or continuing supervision by a health care provider.
48

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

1 shall continue to be entitled to participate in these plans, and in the case of health
2 and welfare employee benefit plans, including life, short-term or long-term
3 disability or accident insurance, or other similar plans, the District may, at its
4 discretion, require the employee to pay premiums, at the group rate, during the
5 period of leave, or other accrued time off, or any other paid or unpaid time off
6 negotiated with the District, as a condition of continued coverage during the leave
7 period. However, the nonpayment of premiums by an employee shall not constitute
8 a break in service, for purposes of longevity, seniority under any collective
9 bargaining agreement, or any employee benefit plan.

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

17
18 g. During a family care and medical leave period, the employee shall retain employee
19 status with the District, and the leave shall not constitute a break in service, for
20 purposes of longevity, seniority under the collective bargaining agreement, or any
21 employee benefit plan. An employee returning from leave shall return with no less
22 seniority than the employee had when the leave commenced, for purposes of layoff,
23 recall, promotion, job assignment, and seniority-related benefits.

24
25 h. If the employee's need for a leave, pursuant to this section, is foreseeable due to a
26 planned medical treatment or supervision, the employee shall make a reasonable
27 effort to schedule the treatment or supervision to avoid disruption to the operations
28 of the District, subject to the approval of the health care provider of the individual
29 requiring the treatment or supervision.

30
31
32 i. The District may require that an employee's request for leave to care for a child,
33 spouse, or a parent who has a serious health condition be supported by a
34 certification issued by the health care provider of the individual requiring care.
35 That certification shall be sufficient if it includes all of the following:

- 36
37 1. The date on which the serious health condition commenced.
- 38
39 2. The probable duration of the condition.
- 40
41 3. An estimate of the amount of time that the health care provider
42 believes the employee needs to care for the individual requiring
43 care.
- 44
45 4. A statement that the serious health condition warrants the
46 participation of a family member to provide care during a period of
47 the treatment or supervision of the individual requiring care.
- 48

- 1 j. Upon expiration of the time estimate by the health care provider in paragraph i.,
2 the District may require the employee to obtain recertification in accordance with
3 the procedure provided in paragraph i., if additional leave is required.
4
- 5 k. The District may require that an employee's request for leave because of the
6 employee's own serious health condition be supported by a certification issued by
7 his or her health care provider. That certification shall be sufficient if it includes all
8 of the following:
9
- 10 1. The date on which the serious health condition commenced.
 - 11 2. The probable duration of the condition.
 - 12 3. A statement that, due to the serious health condition, the employee
13 is unable to work at all or is unable to perform any one or more of
14 the essential functions of his or her position.
15
16
17

18 The District may require that the employee obtain subsequent recertification
19 regarding the employee's serious health condition on a reasonable basis if
20 additional leave is required.
21

22 In any case in which the District has reason to doubt the validity of the certification
23 provided pursuant to this section, the District may require, at the District's expense,
24 that the employee obtain the opinion of a second health care provider, designated or
25 approved by the District. The health care provider designated or approved shall not
26 be employed on a regular basis by the District.
27

28 In any case in which the second opinion differs from the opinion in the original
29 certification, the District may require at the District's expense, that the employee
30 obtain the opinion of a third health care provider, designated or approved jointly by
31 the District and the employee. The opinion of the third health care provider shall be
32 considered to be final and shall be binding on the District and the employee.
33

34 The District shall provide the employee with a copy of the second and third medical
35 opinions, where applicable, without cost, upon the request of the employee.
36 As a condition of an employee's return from leave taken because of the employee's
37 own serious health condition, the District may require the employee to obtain
38 certification from his or her health care provider that the employee is able to resume
39 work. Nothing in this paragraph shall supersede other sections of this collective
40 bargaining agreement that govern the return to work of that employee.
41

- 42 1. These leave of absence provisions shall be construed as separate and distinct from
43 those of Government Code Section 12945.
44
- 45 m. Leave provided for pursuant to this section may be taken in one (1) or more periods.
46 The twelve (12)-month period during which twelve (12) workweeks of leave may
47 be taken under this section shall run concurrently with the twelve (12)-month period
48 under the FMLA, and shall commence the date leave taken under the FMLA

commences.

n. In any case in which both parents entitled to leave under subdivision a. are employed by the District, the District shall ~~not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents' family care and medical leave totaling more than the amount specified in subdivision a~~ grant leave to each employee according to the California Family Rights Act (CFRA).

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

1. The employee is a salaried employee who is among the highest paid ~~10 ten~~ percent (10%) of the District's employees.
2. The refusal is necessary to prevent substantial and grievous economic injury to the operations of the District.
3. The District notifies the employee of the intent to refuse reinstatement at the time the employer determines the refusal is necessary under subparagraph o.2.

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

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

Family Care Leave for the Families of Covered Service Members:

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

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

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

A.A. Willie Brown Pre-Retirement Leave

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

semester or retire. (The District and the MTA will agree on a list of positions to which this provision applies, including a statement “and teachers in selective academic areas.”)

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

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

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

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

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

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

C.C. Leave for Spouse of Military Service Member

1. Eligibility: All contracted certificated employees except hourly.
2. Maximum Time Limit: Ten (10) days.
3. Compensation: None.
4. Provisions:
The District shall grant a request by any eligible employee who meets all requirements of this section, and who is eligible for other benefits, to take up to a total of ten (10) days of unpaid leave while their military spouse is home on leave.

1 A “qualified employee” under this leave is one who:

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

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

16

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

E.E. 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.

- a. If an eligible employee experiences more than one (1) reproductive loss event

1 within a twelve (12)-month period, MCS may afford the employee up to
2 twenty (20) days of leave within a twelve (12)-month period. The leave can be
3 taken on non-consecutive days, subject to prior notification by the employee.

4 b. Verification of a reproductive loss event may be required by Human
5 Resources.

6
7 G.G. Leave for Victims of Violence
8 (Pursuant to AB2499 (Government Code Section 12945.8))

9
10 Protections for Victims of Violence:

- 11
12 ● Employees can take up to twelve (12) weeks off work if they are a victim or
13 have lost a loved one to violence. Leave shall run concurrently with the Federal
14 Family Medical Leave of Absence, if eligible.
- 15 ● Employees may take up to ten (10) days off work – or up to five (5) days for
16 relocation purposes – to help a family member impacted by violence. Leave
17 shall run concurrently with the Federal Family Medical Leave of Absence, if
18 eligible.
- 19 ● Employees have the right to ask for a reasonable accommodation to make sure
20 they are safe at work.

21
22 A family member includes the following:

- 23
24 ● Child means a biological, adopted, or foster child, a stepchild, a legal ward, a
25 child of a domestic partner, or a person to whom the employees stand in loco
26 parentis.
- 27 ● Parent means a biological, foster, or adoptive parent, a parent-in-law, a
28 stepparent, a legal guardian, or other person who stood in loco parentis to the
29 employee when the employee was a child.
- 30 ● Grandparent means a parent of the employee's parent.
- 31 ● Grandchild means a child of the employee's child.
- 32 ● Sibling
- 33 ● Spouse/Domestic Partner
- 34 ● Designated Person any individual related by blood or whose association with
35 the employee is equivalent of a family relationship. The designated person may
36 be identified by the employee at the time the employee requests the leave. An
37 employer may limit an employee to one designated person per 12-month period
38 for family care and medical leave.

39
40 The district is not required to undertake an action that constitutes an undue hardship on
41 the schools' operations, as defined (section code 12926 of the Government Code).
42 The employee shall give the district reasonable advance notice of their intent to take
43 time off unless advance notice is not feasible. An employee may use vacation, personal
44 leave, paid sick leave, or compensatory time off.

ARTICLE VI

CLASS SIZE

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

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

TK/K	-	24
1	-	24
2	-	24
3	-	24
4	-	34
5	-	34
6	-	34

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

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

Class Size Reductions

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

- The Association and the District agree to implement full day class size reduction in kindergarten and third (3rd) grade at schools where space is available for the 2000-2001 school year.
- The District retains the discretion to exceed TK-3 class size reduction maximums of 24 ~~when enrollment, facilities, transportation or staffing precludes enrollment of a student residing in an attendance boundary or otherwise legally entitled to enroll in the school site results in exceeding the class size reduction average. if any of the following circumstances seeks to enroll at a site on or after the first student instructional day of the school year:~~
 - Student receiving special education services provided at the site.
 - Student residing in the attendance area, when no other placement options are available.
 - Homeless (unhoused) youth/foster move-in.
 - Transfer from persistently dangerous school. Student transferring under a

legally required school safety transfer policy/regulation.

- Change in custody order.
- Sibling enrollment, when required by law, Board Policy or an approved transfer decision.
- ~~No transportation/neighborhood school options available.~~

The District and the Association agree the District's exercise of this discretion constitutes a "collectively bargained alternative class size enrollment for each school site" in grades TK through 3, inclusive pursuant to Education Code section 42238.02.

The District shall provide written notice to the Association and the affected teacher identifying the above-referenced category(ies) for the student's enrollment.

- ~~Notwithstanding any other term, Ss~~ Selection of teachers to take the added students shall be on a volunteer basis. ~~Notwithstanding any other term, If~~ if no teacher volunteers, the principal will assign. Unless requested by the teacher, the overload class shall not be assigned to the same teacher for the following year. When a unit member's class enrollment exceeds the K-3 class size maximum, the affected unit member shall receive overage compensation at the rate specified in Section 5 below for each student above the maximum. Such compensation shall continue for as long as the class enrollment remains above the maximum.

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

5. TK-6 Class Size Overages

After the first fifteen (15) student instructional days in any school year and if an individual TK-6 self contained class voluntarily exceeds the class size maximums in Article VI Class Size, the teacher will receive \$15.00 per day per student to compensate the teacher for the overage. Participation in taking students above the negotiated class size maximum and receiving compensation is voluntary for classroom teachers. The overage is to be paid monthly via pay claim. If a teacher requests additional students, even though other classes are at a lower number, no additional compensation will be granted.

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

B. For grades 7-8:

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

C. For grades 9-12:

1. At the high schools, the District agrees to make a good faith effort to balance class sizes by the end of the third ~~fourth~~ ^(3rd) week of the beginning of the fall semester and by the beginning of the third ^(3rd) week of the spring semester.
2. At the 9-12 level, the following class size maximums are agreed to:
 - a. 37 for all classes
 - b. 57 for Physical Education
 - c. ~~35~~ ³⁷ for Co-Teaching Inclusion Classes (9-12 Parallel Program Cohorts)
 - d. 30 for Elliott Education Center
3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.
4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six ⁽⁶⁾ classes in the fall and four ⁽⁴⁾ classes in the spring, thus, balancing classes between first ^(1st) and second ^(2nd) semesters.

- 1 5. The District shall make a good faith effort to maintain equitable class sizes during the
2 remainder of the semester.
3
4 6. The above newly agreed upon class size maximums shall be effective commencing the
5 2024-25 school year.
6

7 D. Notwithstanding section B.3 and C.3, for the 2024-2025 and 2025-2026 school years, after
8 the end of the third ~~fourth~~ week of the fall semester and after the third ~~fourth~~ week of the
9 spring semester, a principal, after soliciting volunteers, may assign a 7-12 grade teacher up
10 to one additional student per period in excess of the class size maximums. The District shall
11 pay each 7-12 grade teacher assigned the additional student, \$3.00 per student, per period to
12 compensate the teacher for the overage.

13
14 After the above-mentioned balancing period, a 7-12 grade teacher may volunteer to accept
15 students over the class size maximum in a period and the District shall pay the teacher \$3.00
16 per student, per period, to compensate the teacher for the overage if the student is assigned
17 by the District.
18

19 The overage is to be paid monthly via pay claim.
20

21 The involuntary overage placement and class size overage payment shall not apply to the
22 following courses:
23

- 24 ● ~~Interscholastic Athletics~~
- 25 ● ~~Student Leadership~~
- 26 ● ~~Peer Tutor~~
- 27 ● ~~Teacher's Aide/Assistant~~
- 28 ● ~~Visual and Performing Arts (e.g., Orchestra, Marching Band)~~
- 29

30 A student assigned to a non-instructional course (teaching assistant) shall not count toward
31 the class size maximums. For example, a teacher assigned to teach a grade 9-12 math class
32 with thirty seven (37) students with a teacher's aide, would not receive a class size overage.
33

34 The Parties agree that their representatives shall meet to review the status of the 7-12 grade
35 overage program prior to the end of the 2024-2025 school year.
36

37 The Parties agree to ~~increase~~ decrease the number of optional periods per department from ~~4~~
38 ~~to 5~~ 5 to 4 in Article XIV, Reassignment, Assignment of Optional Periods, paragraph
39 22(A)(6) as follows:
40

41 22 A. 6) Sites may have no more than ~~five (5)~~ four (4) optional periods per department.
42 If, after assignments are made, a department has ~~six (6)~~ five (5) optional
43 periods, the District will hire a 100% (1.0 FTE) in lieu of the ~~six (6)~~ five (5)
44 optional periods in that department. If after a good faith effort the District is
45 unable to hire a 1.0 FTE the District may assign the ~~6th~~ 5th optional to a
46 current employee after consultation with the Association.
47

48 E. Special Education
MCS Counter Proposal

The following eCaseload maximums are effective beginning the 2023-2024 school year listed in Article XXV – Special Education.

<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*

*One (1) infant served weekly counts as two (2) students on a caseload.

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

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

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

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

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

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

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

F. Contract Full-time Independent Study

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

G. Class Size Review Committee

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

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

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

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

H. K-6 Partnered Classrooms

Partnered classrooms may be used by administration at TK-6 sites for corrective

1 disciplinary measures. Teacher participation as a partnered classroom shall be on a
2 voluntary basis. The addition of a student on a temporary basis as part of a partnered
3 classroom shall not constitute a change in class size for any purpose.

ARTICLE VII

STAFFING RATIOS

The District and Association agree that Local Control Accountability Plan approvals will offer enhanced staffing to the supplemental and concentration subgroups. The District may reduce Supplemental/Concentration funded staffing at its discretion should it be determined that there are not sufficient funds. The District shall be required to provide written notice to the Association on or before December 1st of the school year prior to the impacted year.

Staffing shall be based on the number of students at the end of the ~~third~~ fourth (4th) week of the school year.

1. TK staffing ratio will follow state guidelines.

~~1.~~ 2. K-3: One (1) teacher per 24.94 students.

~~2.~~ 3. 4-6: One (1) teacher per 33.0 students.

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

~~4.~~ 4. TK-6: Instrumental Music Teachers 9.6 FTE.

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

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

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

~~8.~~ g 7. 7-8: Counselors: 1.0 FTE per site (includes 0.50 FTE Supplemental/Concentration funded; excludes Tuolumne).

~~9.~~ h 8. 7-8: Librarian: .50 FTE per site (Tuolumne receives a stipend).

9. 7-8: Athletic Directors: 0.20 FTE per site (Supplemental/Concentration funded; Tuolumne receives a stipend) which will increase to the amount equivalent to 10% of the base rate on the applicable stipend salary schedule.

10. 7-8: Activities Directors: 0.40 FTE per site (Supplemental/Concentration funded; Tuolumne receives a stipend) which will increase to the amount equivalent to 10% of the base rate on the applicable stipend salary schedule.

- ~~i~~ 11. 7-8: Instrumental Music .40 FTE minimum per site (Tuolumne receives a stipend).
12. 7-8: Intervention Center: 1.0 FTE per site (Supplemental/Concentration funded; excludes Tuolumne).
13. 7-8: Leadership: 0.20 FTE per site (Supplemental/Concentration funded; excludes Tuolumne).
- ~~10. j~~ 14. 9-12: Teachers: The teaching staff allocation for grades 9-12 shall be based on a 29.9:1 ratio applied to the adjusted enrollment figure.
- ~~11. k~~ 15. 9-12: Minimum staffing ratio will be indicated below for eighth (8th) period (~~seventh~~ 7th) instructional period) at the high school level.
- Full year eighth (8th) period enrollment x attrition factor divided by 29.9, divided by ~~six~~ (6) = FTE. One (1.0) FTE will be converted for sixth (6th) period sports optionals.
- ~~12. l~~ 16. 9-12: Counselors: The staffing ratio for regular High School Counselors shall not exceed a District site average of ~~700:1~~ 650:1 (reduction from 750:1 to 650:1 Supplemental/Concentration funded).
- ~~13. m~~ 17. 9-12: College Counselors: ~~.80~~ 1.0 FTE per comprehensive site (0.40 FTE Supplemental/Concentration funded).
18. 9-12: Concentration Counselors: 0.20 FTE - 1.0 FTE varies by EL enrollment (Supplemental/Concentration funded).
- ~~14. n~~ 19. 9-12: Librarian: 1.0 FTE per comprehensive site.
- ~~o~~ 20. 9-12: Athletic Director: ~~.20~~ 1.0 FTE per comprehensive site (Supplemental/Concentration funded).
- ~~p~~ 21. 9-12: Activities Director: ~~.20~~ 1.0 FTE per comprehensive site (0.20 FTE Supplemental/Concentration funded).
- ~~q~~ 22. 9-12: Ag Supervisor: .20 FTE per comprehensive site
- ~~r~~ 23. 9-12: Instrumental Music: 1.0 FTE minimum per comprehensive site
24. 9-12: Intervention Center: 1.0 FTE per site (Supplemental/Concentration funded).
- ~~25. 9-12: Team Teacher Math: 1.0 FTE per site (Supplemental/Concentration funded).~~
- ~~15. s~~ 26. 9-12: Work Experience/Career Center: 1.0 FTE per comprehensive site (Supplemental/Concentration funded).

16-~~4~~ 27. PreK-12: Nurses: General Fund and Special Education funded will be no less than the 2013-14 level of ~~12.55~~ 20.95 FTE (4.95 FTE Supplemental/Concentration funded).

17-~~4~~ 28. Opportunity School: Teachers: The teaching staff allocation shall be based on a 29.5:1 ratio.

18-~~4~~ 29. Continuation School: Teachers: The teaching staff allocation shall be based on a 29.9:1 ratio.

19-~~4~~ 30. Continuation School: Work Experience: .40 FTE (Supplemental/Concentration funded).

31. Continuation School: Counselors: The staffing ratio for continuation school counselors shall not exceed a District site average of 200:1 (reduction from 250:1 to 200:1 Supplemental/Concentration funded).

20. Independent Study Teachers: Three (3) full-time Independent Study Teachers shall be hired in the District starting in the 2003-2004 school year. Independent Study Teachers may opt into regular teacher vacancies, in their credentialed areas, for the 2008-2009 school year. The District is not required to advertise or fill said contracted Independent Study positions if they become vacant (LOA 5/15/09).

21-~~4~~ 31 32. Resource Education Specialist Caseloads

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

— Evaluation of caseloads for determining reassignment of staff will be made at the first (1st) trimester for TK-6 and the first (1st) quarter for 7-12.

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

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

1 ~~22. v 32~~ 33. Speech Language Pathologists

2
3 Speech Language Pathologists caseloads shall be based on the average for the year and in
4 accordance with Education Code when determining initial staffing allocations follow Article
5 XXV – Special Education. Caseloads will be reviewed each month to determine whether
6 additional resources are needed based on consistent counts over caseload or trends in
7 numbers from month to month. Adjustments will be made when needed.

8
9 The District will make a good faith effort to balance Speech Language Pathologists
10 caseloads across the District, but no Speech Language Pathologists shall have an individual
11 caseload greater than sixty-five (65) students.

12
13 ~~23. z 33~~ 34. Pre-K-12 School Psychologists: The staffing ratio for School Psychologists shall
14 be 1500:1 based on District student enrollment.

15
16 34. Tuolumne TK-8: The parties agree to explore staffing adjustments at Tuolumne TK-8 to
17 support expanded junior high program offerings, where appropriate and feasible.

ARTICLE XXV

SPECIAL EDUCATION

The District and Teachers' Association understand the obligation and need to provide a free appropriate public education (FAPE) for all students within Modesto City Schools. Both the District and Teachers Association recognize and acknowledge that compliance with the Individualized Educational Program (IEP), including meeting all required state and federal timelines, is a mandate that we must follow.

Definitions:

Special Education means is specifically designed instruction and related services, provided at no cost to the parent, designed to meet the unique educational needs of individuals with exceptional needs. Students receiving special education and related services demonstrate educational needs which cannot be completely met with modification of the general instructional program. Special Education provides the full continuum of program options to meet the educational and service needs of individuals with exceptional needs in the least restrictive environment.

Special Education is based on three important concepts: individualized instruction, a continuum of program options and services, and Least Restrictive Environment (LRE). In order to meet the needs of all students with disabilities a continuum of services or placement options are necessary.

A. DEFINITIONS

1. Caseload: The number of students receiving direct service assigned to a specific special education teacher, service provider, or case manager.
2. Case Manager: The Case Manager is the designated special education professional responsible for overseeing and coordinating the development and scheduling of a student's Individualized Education Program. ~~implementation, and progress monitoring of a student's IEP.~~
3. Special Education Co-teaching: A model for having (two) 2 teachers in the classroom to provide an inclusive setting for students with IEPs Individualized Education Programs while ensuring that they are in the least restrictive environment as recommended by their IEP Individualized Education Program team. A co-teaching classroom typically contains a general education teacher and a special education teacher in the classroom. Paraprofessionals and others may also work in this setting to provide additional support.

4. Extended School Year (ESY): Special Education and related services that are provided to a student with a disability beyond the regular instructional year as determined by the students Individualized Education Program to ensure maintenance of current skill levels preventing regression beyond recoupment.
5. Individualized Education Program (IEP): California Education Code Section 56340 defines the Individualized Education Program (IEP) as a written statement for a student with a disability that is developed, reviewed, and revised according to federal and state laws.
6. IEP Individualized Education Program Team Member: As indicated by California Education Code Section 56340, the IEP Individualized Education Program team is composed of the following participants: parents/guardians, general education teacher(s), special education teacher(s), special education related service provider(s), Local Educational Agency (LEA) representative, the student, and other individuals with knowledge or expertise about the student (when appropriate) at the discretion of the parent/guardian or District.
7. Inclusion: Refers to the practice of educating students with disabilities in the general education classroom.
8. Parallel: An approach that encourages students with special needs to learn alongside their typically developing peers in a general education classroom.

B. SALARY

1. Overages by Class (not average)

- a. If the caseload maximum is exceeded, the teacher will receive \$50 \$15.00 per day per student to compensate the employee for the caseload overage to be paid monthly via pay claim.

Calculation and Compensation for Overage

- b. Classes located at the same site Overages will be based on classroom student enrollment when determining the \$50 per student/per day \$15.00 per day compensation.

2. Lead BCBA/Lead Nurse –

- a. Beginning the 2025-26 2026-27 school year a two (2) District Chairperson, Board Certified Behavior Analysts (BCBA) will be added to the Flat Rate Extra Duty Stipend Schedule at 6.5% of the base rate.
- b. District Chairperson, Nursing: 16.5% of the base rate.

1 3. Special Educator Stipend and Compensation Adjustment

- 2 a. Beginning with the 2025-26 Retro to the 2025-26 school year, the District shall
3 provide a stipend of \$1,500. Beginning with the 2026-27 school year, the District
4 shall provide a stipend of \$5,000 \$1,000 \$1,500 \$2,000 \$3,000 per year for SPED
5 employees specified Special Educators required to track service minutes. The
6 stipend will be prorated for less than a full year of service and will be paid
7 Quarterly bi-annually. For the 2025-26 school year, SPED employees Special
8 Educators receiving this stipend are: Special Education Teachers, Education
9 Specialists Extensive Support Needs, Education Specialists Mild Moderate
10 Support Needs, Orthopedic Impairment Teacher, Deaf/Hard of Hearing Teachers,
11 Deaf/Hard of Hearing Itinerants, Teacher of the Visually Impaired/Orientation and
12 Mobility Teachers, Orthopedic Impairment Specialists, and Adapted Physical
13 Education Teachers teaching under a special education teaching credential (paid
14 under salary schedule A) will receive this stipend. Staff receiving this stipend
15 would exclude staff serving under a PPS credential (School Psychologists). This
16 includes Speech Language Pathologists Credential or License, Inclusion
17 Specialists, or Board Certified Behavior Analysts License, Special Education
18 Teachers, Education Specialists, Extensive Support Needs, Education Specialists
19 Mild Moderate Support Needs, Orthopedic Impairment Teacher, Deaf/Hard of
20 Hearing Teachers, Deaf/Hard of Hearing Itinerants, Teacher of the Visually
21 Impaired/Orientation and Mobility Teachers, Orthopedic Impairment Specialists,
22 Adapted Physical Education Teachers, and School Psychologists. who have not
23 already been compensated shall be retroactively compensated upon tentative
24 agreement ratification. For those teachers who teach two sessions, one in an AM
25 and one in PM, with serving two different groups of students, two special
26 educator stipends will be granted.
- 27 b. Effective as of the 2026-27 school year the groups included on the Language
28 Speech Hearing Specialist, School Nurse, and Inclusion Specialist Salary
29 Schedule will work a 190 day calendar and will receive year-for-year credit upon
30 hire. The salary schedule will reflect all groups starting at no less than step three
31 (3) on the revised salary schedule. Any effected member who has been hired after
32 July 1 of 2023 will have their step and column re-evaluated for placement
33 prospectively. Compensation for any step and column changes will not be
34 provided retroactively.

- 35
- 36 4. Prep Buyout Time Restoration: When Elementary SPED bargaining unit members lose
37 their contractual prep time, the member shall choose either 1) pay at their per diem hourly
38 rate; or 2) equivalent substitute release time. Substitute release time shall be scheduled no
39 later than 30 calendar days of the election or the remedy defaults to pay at the per diem
40 hourly rate. If payment is chosen, the member shall be paid via monthly pay claim no
41 later than the 15th of the subsequent month or next regular payroll date. Self-contained
42 Special Education teachers who are unable to take all or part of their prep time due to a

1 situation defined as a behavioral emergency or student safety concern requiring teacher
2 presence, and approved as such by the site administrator, shall notify the site
3 administrator so that a immediately as practicable to ensure class safety and to ensure
4 make-up prep time can be provided. If the time is not able to be made up, the time should
5 be tabulated, and a substitute will be provided. The notification shall identify the date,
6 amount of prep time missed, and the reason the teacher's continued presence was
7 required. The site administrator will review the request for accuracy and may consult
8 with the teacher regarding the circumstances. If the missed prep time is not restored
9 within thirty (30) calendar days, the time should be tabulated, and a substitute will be
10 provided. This provision shall not be used to reduce duty-free lunch.

11 12 C. HOURS

- 14 1. The District shall provide Special Education bargaining unit members, with a caseload, 4
15 days of release time (or scheduled time for itinerant staff) to conduct pupil assessments
16 and to develop IEPs. Dates selected will need to be mutually agreed upon by site or
17 administration of oversight and teacher. The District shall provide Special Educators
18 listed as teachers of record, and elementary Education Specialists with two (2) release
19 days per academic school year to assist in the completion of Individualized Education
20 Program responsibilities to include case management, assessments, evaluations, etc.
21 Selected dates will be mutually agreed upon with site administration and must be
22 completed on campus. Additionally, upon completion of 5 initial IEPs the Educational
23 Specialists will contact the Special Education Office to be provided
24 with an additional release day substitute. This will occur subsequently, for
25 every additional 5 initials completed.
- 27 2. IEP Individualized Education Program meetings should be scheduled in consideration of
28 the needs of the parent(s)/guardians, staff, administration, and the impact on the
29 instructional program. This can occur during the school day as well as outside the school
30 day. Should IEP meetings occur outside the school day, any IEP meetings beyond (one) 1
31 hour per month shall be compensated at the member's per diem hourly rate. Any
32 Individualized Education Program that continues beyond the an eight (8) hour workday
33 will be paid at \$80 per hour.
- 35 3. The District shall provide sub coverage to all sites for IEP/504/SST meeting days based
36 on each site's individual need.
- 38 4. Speech and Language Pathologists (SLPs) Support: and Board Certified Behavior
39 Analysts (BCBAs) will be offered the option of teaching a 3:1 model where direct
40 services are provided to students for three (3) weeks and one (1) week on indirect
41 activities, including but not limited to, IEP meetings, consultation, and documentation.
42 SLPs working .80 FTE or more shall also receive one (1) day per week of Speech
43 Language Pathologist Assistant (SLPA) support.

5. Special Educators who are the teacher of record for students with Extensive Support Needs (formerly Moderate/Severe) will be compensated at \$50 per hour one (1) time per quarter to train provide professional development their classified Paraprofessional Staff. These dates cannot conflict with other trainings or professional obligations of the classroom teacher or district trainings provided by provider staff for Paraprofessionals (ex: BCBAs, SLPs etc.). Special Educators will submit the date and agenda topics in advance to their Program Manager for approval. ~~SPED staff will be allotted one PLC time per month to work with and train their support staff. Dates selected will need to be mutually agreed upon by site administrator/supervisor and SPED staff.~~
6. Itinerant Staff Prep Time: Visually Impaired/OM Orientation and Mobility, Adaptive PE, OI Orthopedic Impairment Specialist, Deaf/Hard of Hearing Itinerant, Inclusion Specialists, Speech Pathologists shall receive the same amount of prep time as their grade alike Special Education counterparts currently receiving prep time shall receive sixty (60) minutes of prep time per week.
7. Itinerant Special Educator Staff Additional Duties Provision: As there are a number of special educators who do not provide instruction in their own classrooms or in a traditional sense, or whose positions do not require that they provide direct instruction to students at all, the District recognizes that the staff indicated below are not required to attend Back to School Night, Parent Conferences, and Open House. These providers are Orthopedic Impairment Specialists, Orientation/Mobility Teachers, School Psychologists, Speech Language Pathologists, Board Certified Behavior Analysts, Inclusion Specialists, Infant Development Specialists, Itinerant Deaf/Hard of Hearing Specialists. Adapted Physical Education Teachers and Teachers of the Visually Impaired who teach a class period daily, will need to attend Back to School and Open House during the period they teach at their majority assignment/grade span.
8. Duty Free Lunch: All Special Educators teachers shall have a duty-free lunch of no less than 30 minutes, excluding reasonable travel drive-time between sites.
9. Equipment Pick Up: Like DHH teachers, VI/OM/Adaptive PE/OI teachers shall not have to make up minutes spent during the first and last weeks of school picking up or dropping off equipment.

D. CLASS SIZE/CASELOAD

1. The following caseload maximums are effective beginning the ~~2025-26~~ 2026-27 ~~2023-24~~ school year.

<u>Grade Level</u>	<u>Caseload</u>	<u>Grade Level</u>	<u>Caseload</u>
<u>PRE-K</u>		<u>TK-6</u>	
Highly Structured (HS) Beginning	12	~~Parallel Learning~~	15
<u>Highly Structured Intermediate/Advanced</u>	12	<u>Structured Parallel</u>	
		Functional	12
Functional ~~Learning Skills~~	12	~~Learning~~	
		<u>Skills</u>	13
		Therapeutic	
		Learning	
		Highly Structured 1	12
		Highly Structured	12
		2/3/4 (~~Delete 4~~)	
<u>7-8</u>		<u>9-12</u>	
Parallel Learning	17	Parallel Learning	18
Functional ~~Learning Skills~~	14	Functional	16
Therapeutic Learning	15	~~Learning Skills~~	
~~Highly Structured~~	14	Therapeutic Learning	16
Applied ~~Learning Skills~~	17	~~Highly Structured~~	16
		Applied ~~Learning Skills~~	18
<u>Ages 18-22</u>		<u>TK-12</u>	
Transitions	17	DHH	14
		MOVE <u>Multiple</u>	14
		<u>Disabled</u>	
		DHH Itinerant	40*
		Visually Impaired Itinerant	40*
		~~OI/OM~~	12
		~~Adaptive PE~~	45
		~~Visually Impaired~~	12

*One infant served weekly counts as two (2) students on a caseload.

Visually Impaired Itinerant Teacher *40

* Adjusted if workload is utilized.

2. For the purposes of determining itinerant caseload, each student assigned to an itinerant provider shall be counted as a workload unit based on the total Individual Education Program service minutes per month delivered by that provider as follows:
 - a) ~~Consult: /light support (less than or equal to thirty (30) minutes monthly): .25 units~~

- b) ~~Light Support: more than (thirty (30) to ninety (90) one hundred and twenty (120) minutes monthly): .5 .25 units~~
- c) ~~Inclusion/Direct Service 1: (ninety (90) more than one hundred and twenty (120) minutes to two hundred forty (240) minutes monthly): 1.0 .5 units~~
- d) ~~Inclusion/Direct Service 2: (more than two hundred (240) minutes monthly): 1.5 1.0 units~~
- e) ~~A provider's total itinerant caseload in workload units is the sum of the student factors above, pro-rated by FTE.~~

3. ~~For a full-time (1.0 FTE) itinerant provider, the standard caseload shall be:~~

- a) ~~DHH Itinerant: Up to 40 45 workload units~~
- b) ~~VI/ OM: Up to 35 45 workload units~~
- c) ~~OM/OI: up to 35 40 workload units~~
- d) ~~Adaptive PE: Up to 45 workload units~~

2. Low Incidence Itinerant Workload Accounting:

- a) Purpose: The parties agree that the development of an effective and equitable mechanism for the calculation of the itinerant workload is a goal for both groups. The research and development of which shall be joint discussion topic of the newly formed JSEC Committee discussed in section G. itinerant workload set forth in Section D.1 serves as a safeguard against excessive caseload volume. Because service intensity varies widely by student, Workload Units (as defined below) shall be measure used to assist in assessing whether an itinerant assignment is within a reasonable workload standard. Exceedance of the Workload Unit standard shall trigger a caseload review process will include review by the SELPA leadership or designee. This will occur through the Joint Special Education Committee.
- b) **Workload Unit Calculation.** For each student assigned to an low incidence itinerant provider, the itinerant caseload service level is will be calculated using the following factors based on the Individual Education Program service minutes per month delivered by that provider:

<u>Service Level</u>	<u>Minutes Per Month</u>	<u>Weight</u>
<u>Consult</u>	<u>0-60 Minutes</u>	<u>0</u>
<u>Support</u>	<u>61-239 Minutes</u>	<u>.5</u>
<u>Direct</u>	<u>240-480 Minutes</u>	<u>1.0</u>
<u>Intensive</u>	<u>*480+</u>	<u>2.0</u>

*More than 480 minutes and consideration for individual services, number of sessions provided, etc.

- c) ~~This review shall take into account services provided individually or in group settings, number of sites assigned, as well as the assignments and workload units of the provider's counterparts in an effort to ensure workload balance among job-alike itinerant groups.~~
- d) ~~Workload units will also be discussed as a part of the newly formed joint Special~~

Education Committee to support refinement and balancing of workload across like work groups of low incidence staff.

3. Standard Workload Unit Levels and Caseload Review for Itinerant Staff

a) Standard Workload Unit Levels (1.0 FTE, pro-rated by FTE):

<u>Assignment</u>	<u>Workload Unit Standard</u>
Visually Impaired (VI)	24 units
Orientation & Mobility (O&M)	24 units
Orthopedic Impairment (OI)	24 units
DHH Itinerant	24 units

As the concept of workload units is a new and collaborative venture for the SELPA, the intent is to work within the constructs defined above to continue to define and refine effective unit sizes for this purpose. The parties agree this exploratory process of caseload review is a viable solution based approach to supporting this work.

4. 2. 4. When the class sizes above are exceeded, an additional paraprofessional staff will be provided for each increase in student numbers listed below:

Highly Structured Classrooms - every two (2) four (4) students

Functional Skills Classrooms - every four (4) five (5) students

Therapeutic Learning Classrooms - every five (5) students

The SELPA may, at its discretion, may add personnel prior to reaching this number.

At the TK-6 level, excluding students who have a speech-only Individualized Education Program, if a TK-6 classroom teacher (excluding prep providers and computer literacy teachers) has a ratio of students with Individualized Education Programs in a general education classroom that exceeds thirty percent (30%) of the overall class size maximum, the site administrator shall meet with the general education teacher within ten (10) work days of the request for such meeting to develop and implement a classroom support plan. Such plans may include additional paraprofessional support.

At the 7-12 level, if a class is not balanced and whenever the ratio of students with Individualized Education Program in a general education classroom exceeds forty percent (40%) of the overall class size, the site administration shall meet with the general education teacher within ten (10) work days of the request for such meeting to develop and implement a classroom support plan. Such plans may include additional paraprofessional support.

For TK-6, students with IEP's who are included in general education classroom settings for more than three (3) hours, inclusive exclusive of lunch, prep, recess, library, etc., shall count toward the class size maximum. This shall not however, impact the ability for the student to be included if so required to provide a Free Appropriate Public Education (FAPE). Should the classroom maximum be exceeded by more than two (2) students, the site administrator shall meet with the teacher to determine the need for support.

5. 3.5. Resource Specialist Caseloads Mild Moderate Extensive Support Needs Education Specialist Caseloads:

- a) Resource Specialist Mild Moderate Education Specialist caseloads shall be in accordance with no more than will have a soft cap of twenty (20) twenty-four (24) students. For any additional student, the Education Specialist will be compensated \$5 per day per student from 25-28 students. An Education Specialist will only exceed twenty-eight (28) students with agreement of the Education Specialist and the SELPA administration, and all students over twenty-eight (28) will be compensated at \$15 per day per student. For Extensive Support Needs caseloads exceeding the caseload size indicated in section D, staff will be compensated at \$15 per day per student.

An Education Specialist will not be split between more than two (2) sites unless they are a district assigned roving Education Specialist. when determining initial staffing allocations. Caseloads will be reviewed each month, to determine whether additional resources are needed. immediately based on consistent counts over caseload or trends in numbers from month to month. Temporary assistance may be provided through sharing of resource time between sites that are over 28 and those that are 20 or under. Assistance to overloaded sites may also be provided by a rover, substitute or other additional time (e.g. paraprofessional allocation), or 7-12 with optional periods. Evaluation for of caseloads for determining reassignment of staff will be made at the first trimester for TK-6 and the first quarter for 7-12. Resource Specialist who has a caseload of 20 or less may be assigned temporarily to assist at other sites for up to 30 days each year. This provision shall not be deemed a formal reassignment or transfer as provided in Articles XIII and XIV. The District will make a good faith effort to balance Education Resource Specialists' caseloads among teachers at sites and across the District.

- b) If a TK-6 Resource Specialist receives a 21st eligible student (not pending) on their caseload via SEIS, the Program Manager will notify the Resource Specialist that they will need to choose from one of the following options:
- i. The Resource Specialist may work with the Special Education Office and accept the student or students over 20. The Resource Specialist will receive \$50 per day, per student, over the 20 maximum. The Resource Specialist shall approve any addition to, or removal from, their caseload to maintain compliance with the cap and to ensure program appropriateness. The Resource Specialist may limit the number of students they choose to accept above the caseload maximum.

The District commits to the following when the Education Specialist's caseload

1 exceeds twenty-eight (28) and the Education Specialist is not willing to exceed
2 twenty-eight (28) students on the caseload. The District will provide additional
3 staff support in the form of an additional substitute paraprofessional in order to
4 ensure service minutes are met for students. In the case of the paraprofessional
5 sub not being filled, the site will contact the appropriate SELPA and HR Senior
6 Directors for daily triage of support coverage when available. Additionally, the
7 District will make efforts to provide Educational Specialist staff for case
8 management through available roving coverage, the assignment of staff who are
9 under caseload, Education Specialist staff willing to take overage, or through
10 agency staff in the case that all of the above options are not possible while
11 advertisement for the addition of staff occurs.

- 12 c) The District and Association recognize the obligations for compliance of all
13 Special Educators within the SELPA, as well as the overall obligation for the
14 compliance of the SELPA itself with Federal and State guidelines for
15 Individualized Education Program compliance and implementation. When
16 Individualized Education Program non-compliance items persist, the SELPA will
17 inform the Association of these compliance issues, and the SELPA will conduct
18 mandatory individual, group, and/or large-scale professional development and/or
19 support sessions during the professional workday as needed. These will be
20 attended without compensation to the member(s) identified as being in need of
21 compliance training based on the identified issues of non-compliance.

22 The Resource Specialist may choose not to accept any students above 20 by
23 informing their Program Manager and the Supervisor of Special Education K-12.
24 The District and Special Education Office have up to 10 workdays to, at its
25 discretion, either move additional Resource Specialist coverage in accordance
26 with current contract language or advertise for an additional Resource Specialist.
27 During these 10 workdays, the Resource Specialist shall receive additional staff
28 support (e.g., substitute teacher or additional classified support staff.) The
29 Resource Specialist shall also receive \$50 per day, per student, over the 20
30 maximum. The Special Education Department may utilize Resource Specialist
31 teachers from other school sites who are willing to be compensated at their per
32 diem hourly rate to address the case management issues (i.e. schedule, create, and
33 hold the IEP meeting and/or complete any additional assessments needed).

34 c) Should the District utilize additional staff support to support the Resource
35 Specialist, any days that are not covered by additional support, the Resource
36 Specialist will receive \$50.00 per day, per student, for the days they do not have
37 coverage.

38 d) If the Resource Specialist has chosen not to accept any students above 20, the
39 10 workdays have lapsed, and the students are still on their caseload, the students

will be serviced by a paraprofessional and the Special Education Department may utilize Resource Specialist teachers from other school sites who are willing to be compensated at their per diem hourly rate to address the case management or servicing minute issues.

e) For the 2025-26 school year, Resource Specialists that have not already been compensated shall be retroactively compensated for any time spent above 20 students on their caseload at \$50.00 per day, per student.

f) Overage are to be paid monthly via pay claim.

g) After a case manager has a full caseload pursuant to Section 2.a and has been assigned four (4) initial academic assessments in a school year, any additional initial academic assessments shall be assigned to a case manager at the site who is not at full caseload or who has not been assigned four (4) initial academic assessments in the school year. If all other case managers at the site are at full caseload and have been assigned four initial academic assessments in the school year, the site shall submit a request to the District for temporary staff to complete the additional assessments. If temporary staff is not provided with ten (10) workdays, the District will provide either release time or the option to be paid the hourly per diem rate, up to eight (8) hours, for each additional initial academic assessment. The choice of pay or release time per this Section shall be at the unit member's discretion.

h) Elementary Resource (RSP) assignment limits: To protect instructional quality and planning time, an Elementary Resource Specialist shall be assigned to serve no more than one (1) elementary grade span (TK-3 or 4-6) per school year for both direct instruction and case management. Any exception requires mutual written agreement of the unit member, is limited to a single trimester, and must include added supports (e.g., reduced caseload to match service minutes, scheduled release for IEP meetings, and paraprofessional time).

Beginning in the 2026-27 school year Education Specialists will all receive prep time commensurate to the teachers of record at their respective grade spans. This time is designated to include, but is not limited to, the following items which support students and staff: assessing students; completion of service tracker entry; drafting compliant Individualized Education Programs; completing student observations; consulting with general education teachers regarding both students on caseload and students not on caseload; conferencing with staff and parents about both caseload and non-caseload students; team teaching and collaboration in preparation for team teaching in general education classrooms; follow up on referrals for special education; follow up with staff on recommendations and discussions regarding supports for students in the general education classroom; review of records and student files; developing supports and adjusting curriculum

to support student access; completing progress reporting and progress on goals; modifying curriculum and designing support lessons, activities, and materials for use in the general education environments of students on caseload, etc. At the secondary level, this time would also include working with counselors to assure that special education students meet high school graduation requirements and work through transition plan components. The Association and the District recognize that the completion of Individualized Education Programs should occur within the professional workday, which includes the prep time listed here as well as other special education related duties that need to occur outside of instructional time, but within the eight (8) hours of the professional work day.

~~6.~~ ~~4.6.~~ 5. Speech Language Pathologists Caseloads

- a) Speech Language Pathologists caseloads shall be based on the projected student services and in consultation with the scheduling committee. Caseloads will be reviewed each month to determine whether additional resources are needed based on consistent counts over caseload or trends in numbers from month-to-month. Adjustments will be made when needed.
- b) The District will make a good faith effort to balance Speech Language Pathologists caseloads across the District, but no Speech Language Pathologists shall have an individual caseload greater than ~~55~~ 65 students. Anything over 65 would be voluntary and would be compensated at \$15 per day. The District and Association agree to utilize the Joint Special Education Committee to review Speech and Language Caseloads, the service minutes of those caseloads, and the existing Speech service structures to ~~eliminate~~ identify students receiving services less frequently than weekly, for the purpose of determining where caseloads may be inflated in the provision of consultation as opposed to direct services.

Speech and Language Pathologists with only preschool students shall not have caseloads greater than 40 students.

~~7.~~ Monitoring/Reporting

- a) The District shall monitor caseloads on a monthly basis and increase services to students which could include additional teachers, instructional paraprofessionals, revised IEPs for alternative services to students, or other necessary support. Quarterly updates will be provided to the Association and the Joint Special Education Committee.

- ~~8.~~ Support Staff Assistance: If the District does not provide required support staff (SLPAs, Paraprofessionals, etc...) to SPED bargaining unit members, the District will pay the SPED bargaining unit member the equivalent of the daily rate of an eighth period assignment as indicated on the Miscellaneous Hourly Salary Schedule. This provision shall only apply if the District is unable to provide staff support after each period of five (5) consecutive full day absences due to position vacancy or absences for which support coverage was not provided. It is the bargaining unit member's responsibility to submit a claim. Payments will be made on the 15th of the month following the end of the prior month.

1
2 **E. DISTRICT PROVIDED MATERIALS/LICENSING AND TRAINING**
3

- 4 1. The District shall ensure that each bargaining unit member serving as a Special Education
5 teacher has sufficient access to board adopted core and supplemental curriculum required
6 to provide instruction . This includes, but is it not limited to textbooks, teacher/s editions,
7 including but not limited to, (electronic and/or hard copy), licensing to applicable digital
8 curriculum platforms, and any specialized curriculum to meet the individual needs of the
9 special education students on their caseload. The provision of such will be approved by
10 the SELPA Director or designee to ensure appropriateness for programming and accuracy
11 in terms of adoption.
12
13 2. All Special Educators will complete Crisis Prevention Training and maintain
14 certification.
15

16 **F. INCLUSION/INCLUSIVE PRACTICES**
17

- 18 1. The successful initiation and implementation of inclusive practices in the least restrictive
19 environment requires cooperation, planning, preparation, and training of special
20 education teachers, and support staff. The District's Special Education Department in
21 partnership with CIPD with the Association to develop professional development for
22 general education, Special Education teachers, and support staff, necessary to ensure that
23 students are offered the full continuum effective instruction and services of services as
24 determined by their IEPs in the least restrictive environment. Moved to Joint Special
25 Education Committee
26
27 2. 1. The SELPA shall provide training and resources to support staff in compliance with
28 state and federal requirements. These supports may include, but are not limited to the
29 following, the SELPA handbook, quarterly job alike meetings, the California Department
30 of Education Guidance for Writing Individualized Education Programs for Educational
31 Benefit, professional development sessions, the State Individualized Education Program
32 Forms Completion Manual, SEIS Monthly Open Labs, newsletters, and current resource
33 listings for supporting students with disabilities. Department staff shall be accessible for
34 assistance, upon request. Such assistance shall include, but not be limited to, advice,
35 guidance, and relevant information to assure IEP compliance.
36
37 3. 2. The parties recognize that the success of inclusive practices in meeting the needs of
38 individual students receiving special education services within a general education setting
39 incorporates such components as: advanced notice; consultation, as appropriate; time
40 allotted for review of IEP documents; necessary additional training during the workday;
41 and provisions for ensuring appropriate and effective communication between staff;
42 providing appropriate services and supports to students; effectively implementing the
43 Individualized Education Program as written; adjusting to student needs ongoing,
44 revising the Individualized Education Program as varying needs arise; and providing
45 training to staff, appropriate support and services.
46
47 4. 3. Inclusive practices refers to methods and approaches designed to ensure all individuals
48 feel valued, respected, and have equitable access to opportunities and resources,

1 regardless of their background, abilities, or differences. The implementation of inclusive
2 practices shall not be utilized as a way to achieve a reduction in staff.

- 3
- 4 5. The District shall equitably distribute inclusion students within grade levels and/or
5 classes. The District will make every effort to place students with IEPs proportionally
6 among teachers and sections at each site and grade/department. If a bargaining unit
7 member carries a disproportionate share compared to same grade/department peers, the
8 District shall provide relief such as a classroom aide, reduced class size, or fewer preps at
9 secondary.
- 10
- 11 6. Entire SDC rosters shall not be mainstreamed as a unit into any prep provider class with
12 another general education class for the purpose of covering teacher preparation time,
13 supervision, or convenience. Participation in these nonacademic settings must be based
14 on individual IEP team determinations and the continuum of placements, not building-
15 level scheduling needs.
- 16

17 G. JOINT SPECIAL EDUCATION COMMITTEE

18

- 19 1. A Joint Special Education Committee will be comprised of an equal number of members,
20 up to five (5) four (4), each appointed by the District and the MTA. The Committee will
21 meet quarterly, with the purpose of addressing the critical work of, and the needs within
22 the SELPA, and impacting the field of Special Education. This work includes and will
23 discuss, explore options, and make recommendations on the following:
- 24 a. special education caseloads, and workloads, and provider schedules
 - 25 b. staffing shortages,
 - 26 c. recruitment and retainment of difficult to fill positions,
 - 27 d. support of staff fulfilling their job responsibilities,
 - 28 e. supporting general education staff in meeting the needs of diverse learners within
29 the least restrictive environment,
 - 30 f. writing and implementing compliant Individualized Education Programs
 - 31 g. professional development needs and implementation
 - 32 h. programming models and methodology
 - 33 i. case law and compliance
 - 34 j. make recommendations to make assignments more equitable.
 - 35 k. The committee shall take into account the available resources, effects of
36 increasing/declining enrollment where applicable, needs of special education
37 students and the number of students and sites to receive services.
 - 38 l. Committee Purpose: The committee will use a consensus building approach in
39 generating solutions. Unresolved concerns could include, but not be limited to the
40 following:
 - 41 i. Impact of direct vs. indirect services for students
 - 42 ii. Recommendations and strategies to assist staff in making up lost service
43 hours for students.
 - 44 iii. Strategies to better integrate/include students with disabilities into the
45 general education program utilizing potentially available site-based
46 resources.
 - 47 iv. Class size/caseload concerns
 - 48 v. Instructional materials

- vi. Professional Development
- vii. Instructional aide support
- viii. New program models
- ix. Protocols, Flowcharts, Compliance,
- x. Curriculum

- j. Caseload weighting for low incidence services
 - k. Committee Purpose: The committee will use a consensus building approach in generating solutions
 - l. Impact of direct vs. indirect services for students
 - m. Recommendations and strategies to assist staff in making up lost service hours for students
 - n. Inclusive practices and strategies to support the inclusion of students with disabilities into the general education program utilizing potentially available site-based resources
 - o. Workload unit calculation and weighting for low incidence providers as discussed in sections D2 and D3
2. The committee members shall not have authority to engage in bargaining, or in agreements, or in joint reports/recommendations. The party representatives shall report back their own advisory opinions and recommendations to their respective bargaining teams. Each Association committee member shall receive a yearly stipend of 2.5% of the current flat stipend base rate. Each association member will be provided a release day as needed to meet quarterly.
3. The successful initiation and implementation of inclusive practices in the least restrictive environment requires cooperation, planning, preparation, and training of general education teachers, special education teachers, administrators, and support staff. The District's Special Education Department, in partnership with CIPD, have provided a multitude of professional development in this area through the .5 initiative, as well as having integrated inclusive practices for supporting learners with diverse needs throughout required professional development within the district. Moving forward, these efforts will include consultation with the Joint Special Education Committee to in develop identifying target areas for professional development for general education, Special Education teachers, and support staff, necessary to ensure that students are offered provided the full continuum effective instruction and services as determined by their IEPs Individualized Education Programs in the least restrictive environment.

H. DISTRICT PROVIDED MATERIALS/LICENSING

1. The District shall ensure that each bargaining unit member serving as a Special Education teacher has sufficient core curriculum. This includes, but it not limited to textbooks teacher/s editions, including but not limited to, electronic and/or hard copy, licensing to applicable digital curriculum platforms, and any specialized curriculum to meet the individual needs of the special education students on their caseload. Moved to earlier section

I. H. SPECIAL EDUCATION PRESCHOOL PROGRAMMING

- 1 1. The District is required to provide Free and Appropriate Public Education to students
2 with disabilities at the age of three. This includes preschool on our public school
3 campuses. In providing these services, students may attend a full day or half day
4 program, dependent on a variety of factors. Special Education teachers serving students
5 within self-contained preschool special education classrooms, or in co-taught inclusive
6 State preschool classrooms, in a half day model will be provided, the commensurate
7 agreed upon prep time and collaboration time in the bargaining unit agreement through
8 pre-scheduled, mutually agreed upon release days with site and SELPA administration.
9 Teachers following the full day schedule, will follow the outlined collaboration and prep
10 schedules as outlined for all full-day TK-6 programming.

MEMORANDUM OF UNDERSTANDING
between
MODESTO CITY SCHOOLS
and
MODESTO TEACHERS ASSOCIATION

RE: Pilot Program - Elementary Instructional Day Alternative Schedule

- A. 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.
- B. 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 2025-2026 school year, and engaged in extensive discussions.

Notwithstanding Article IV Hours of Employment, the Parties agree as follows:

1. For the 2026-2027 school year, the Parties shall pilot the alternate Elementary Instructional Day schedule(s) at ~~the following~~ up to two (2) school sites as agreed upon by the parties. Once sites are identified, the sites will identify a planning team or use Site Leadership.
 - ~~a. Fairview Elementary School~~
 - ~~b. Franklin Elementary School~~
 - ~~c. El Vista Elementary School~~
 - Planning for the pilot will occur in fall 2026
 - Pilot will be implemented in spring 2027
2. The pilot alternate Elementary Instructional Day schedule at each site shall include the following elements:
 - a. Collaborative Scheduling Features/Parameters
 - i. Students will have lunch no less than 35 minutes and no more than 45 minutes. As proposed, lunch is 44 minutes (TK-3) and 37 minutes (grades 4-6)
 - ii. Each grade level will have an identified lunch time.

- iii. Students in TK-3 will have two 15-minute recesses at minimum. Any exceptions will be due to unique scheduling needs and agreed upon in advance.
- iv. Students in grades 4-6 will have one 15-minute morning recess at minimum. Any exceptions will be due to unique scheduling needs and agreed upon in advance.
- v. The schedule reflects distinct Instructional Blocks throughout the day for Tier I core ELA and Math instruction.
- vi. English Language Arts (ELA) instruction shall be a minimum of 120 minutes daily.
- vii. Mathematics instruction shall be a minimum of 75 minutes daily (grades K-2) and 90 minutes daily (grades 3-6)
- viii. The MTSS block shall be a minimum of 30 minutes daily.
- ix. Designated English Language Development (ELD) instruction shall be a minimum of 25 minutes daily.
- x. Sites must meet PE required minutes (200 minutes every ten days).
- xi. Teachers have the discretion to determine the arrangement of content within the Instructional Blocks, consistent with the parameters, including where ELD is placed. As is the current practice, teachers will submit their instructional schedules to their site administrators.
- xii. Itinerant teachers (VAPA/PE) teach electives or “Specials” during 40-minute blocks. Each class gets a 40-minute prep, three times per week, provided by a VAPA or PE teacher.
- xiii. The same Itinerant teachers (VAPA and PE) are used for grades TK-6.
- xiv. Grade level class size maximums shall apply to VAPA teachers/classes. Overages shall be provided to VAPA teachers in accordance with current contract language.

b. Scheduling Expectations for Principals

- i. Lunch periods will be organized around cafeteria maximum enrollments and not during recess. Lunch times overlap in a manner that can be accommodated by Nutrition Services for lunch service.

- ii. 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.
- iii. Students in grades 4-6 will have one staggered morning recess not to exceed 20 minutes each. Recess will not be scheduled during lunch periods.
- iv. The ELA block will be a minimum of 120 minutes daily and only interrupted by recess, lunch, ELD and/or MTSS.
- v. The Math block will be a minimum of 75 minutes daily and only interrupted by recess, lunch, ELD and/or MTSS.
- vi. Grade level aligned MTSS and ELD blocks will be a minimum of 30 minutes (MTSS) and 25 minutes (ELD) daily and staggered between grade levels to allow support staff alignment.
- vii. Itinerant teachers (VAPA and PE teachers) will be allocated to sites based on enrollment and must be organized to provide teachers three 40-minute preparation periods per week.
- viii. Teachers work with site administrators – or site scheduling team – to schedule library time, consistent with the parameters, and focusing on using the time blocks for Specials but on the off days when Specials do not occur for that class or grade level (i.e., non-prep days).
- ix. MTSS teachers provide instructional support at the end of the day following designated MTSS times (i.e., unscheduled time). Instructional support may include push-in support, working with special groups for additional support, and weekly prep.
- x. Early Release Collaboration will continue as is currently the case.
- xi. PE minutes (200 minutes every ten days) will be met primarily via the Specials block. Remaining minutes per week must be supplemented by the classroom teacher (apx. 40 minutes per week)
- xii. The Specials schedule will include 40 minute time blocks, plus 5 minute transition time between blocks.
- xiii. 4th-6th Music – students in grades 4-6 who elect to participate in string orchestra and band instruction may be pulled out during the VAPA Special, as well as one day during the same time block as their grade level VAPA Special on a non-prep day. Teachers, working collaboratively with site administrators – or site scheduling team – will coordinate with classroom teachers to ensure the instruction occurring during this non-prep day Specials time block is not Tier I core instruction content. The intent is to

allow for music student pull out to occur if needed, but not interrupt Tier I core instruction.

- xiv. Itinerant (VAPA/PE) teachers will have a minimum of 40 minutes of prep time per week.
- xv. Combined classes – sites with Highly Structured classes may consider combining the HS II and HS III classes with their grade 3 (or other grade) peers for Specials (VAPA or PE) periods.
- xvi. Configuration of Specials – based on the unique differences between pilot sites and the number of classes per grade level, administration and the site scheduling team may consider a configuration of one type of special per week for teachers within a grade level on an even/odd week basis (e.g., VAPA three times per week in odd weeks; PE three times per week in even weeks). See sample schedules for further explanation.
- xvii. Itinerant Teacher Qualifications and Process –
 - 1. Upon agreement of the MOU, Itinerant Teachers at the pilot sites (i.e., Prep Providers and CLT) will be given the option to participate in the pilot and provide VAPA or PE instruction as described herein.
 - 2. Participating teachers must agree to one of the identified ~~credentialing~~ pathways provided in order to have the credentialing qualifications required to teach either VAPA or PE content in the pilot structure. As there are multiple pathways available, current teachers may become qualified without obtaining a new credential through the traditional process as noted below.
 - 3. 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 teacher.
 - 4. Should an Itinerant teacher currently at one of the pilot sites opt to not participate, the District will solicit interest via a posting on Edjoin (internal only) or other communication mutually agreed upon to determine if Itinerant teachers currently at other sites are interested in participating in the pilot.
 - 5. Should multiple qualified teachers express interest, the selection shall be made through an interview and selection process.
 - 6. Teachers who are interested and selected will be required to agree to the ~~credentialing~~ qualification requirements as described above.

7. The District and Association shall agree on the transfer of employees from and to the pilot sites.
 8. The transfer is effective on a date agreed upon by the parties and for the pilot year only. Should the pilot not be extended following the pilot year, the displaced teachers shall be returned to their previous sites for the subsequent school year.
- xviii. VAPA – The identification of VAPA for the Specials period and associated teacher is intended to capture more broadly the content that can be taught rather than more narrow limitations on one specific strand of VAPA (e.g., only art). It is recognized by the parties that multimedia is included within the definition of VAPA. It is the intent of the proposal to allow the pilot site administration and scheduling teams to have flexibility in determining the content focus for their Specials based on what the team determines to be the preferred specialty or focus area for their site. PE, however, is a requirement and cannot be changed.
- xix. Common Prep – The proposed schedule is structured for common prep periods by grade level. The parties recognize that the decision for individual teachers to use their prep time to collaborate with their grade-level peers is voluntary.
3. Within one month after ratification, site administration shall meet with the site and provide any necessary training and curriculum to effectuate the pilot.
 4. Prior to ~~June 30, 2026~~ December 1, 2026, site administration and the certificated site leadership team shall develop an instructional schedule based on the above-referenced parameters.
 5. Preparation time not received due to holiday, full-day professional development, field trips, or minimum day will not be made up.
- The parties shall agree on the means and frequency with which to survey and get feedback from staff about the pilot.
6. Recognizing this is a pilot program, the site administration, in consultation with certificated site leadership team, is authorized to modify the alternate Elementary Instructional Day schedule with five (5) work day notice. The site administration is not authorized to extend the work hours/instructional day.
 7. Evaluations of bargaining unit members participating in the pilot shall be conducted in accordance with Education Code. In addition:

- a. The evaluator shall expressly identify the teacher's participation in the pilot and the pilot's modified instructional schedule, daily minutes and prep configuration on the face of the evaluation;
 - b. Participation in the pilot, adherence to the pilot's modified schedule, and outcomes reasonably attributable to the pilot's structure shall not be cited as evidence supporting an unsatisfactory rating, a recommended non-reelection, the issuance of a notice of unprofessional conduct or unsatisfactory performance, or placement on a Peer Assistance Review program; and
 - c. The parties acknowledge that this section supplements, and does not supplant, the District's evaluation obligations under Education Code.
8. Between April 1 and April 30, 2027, the site administration and certificated site leadership team shall provide the Parties with a written summary analyzing how the alternate Elementary Instructional Day schedule has impacted continuity of instructional time and the conditions for instructional effectiveness.
- The parties shall jointly meet no later than the last week of April 2027 to discuss successes and opportunities for growth and/or improvement for the pilot.
9. This Memorandum of Understanding shall end on May 30, 2027, unless the Parties enter into a written agreement to extend the term.
10. The undersigned represent that they are authorized to execute this Memorandum of Understanding.

Sample Schedule for Franklin Pilot

This sample schedule is provided as an example, and is not meant to be the exact model with all the details already configured. This sample would provide the Franklin pilot team with a place to consider implementing a schedule that meets the desired requirements.

Grade Span Schedules

TK Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	10:05 AM	Instructional Block	90 mins
10:05 AM	10:20 AM	Recess	15 mins
10:20 AM	11:00 AM	VAPA or PE Slot	40 mins
11:00 AM	11:44 AM	Lunch (TK-3)	44 mins
11:44 AM	1:15 PM	Instructional Block	91 mins
1:15 PM	1:30 PM	Recess	15 mins
1:30 PM	2:45 PM	Instructional Block	75 mins

* Current practice at Franklin

Kindergarten Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	10:00 AM	Instructional Block	85 mins
10:00 AM	10:15 AM	Recess	15 mins
10:15 AM	11:25 AM	Instructional Block	70 mins
11:25 AM	12:09 PM	Lunch (TK-3)	44 mins
12:09 PM	12:49 PM	VAPA or PE Slot	40 mins
12:49 PM	1:24 PM	MTSS	35 mins
1:24 PM	1:39 PM	Recess	15 mins
1:39 PM	2:45 PM	Instructional Block	66 mins

* Current practice at Franklin

First Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	10:35 AM	Instructional Block	120 mins
10:35 AM	10:50 AM	Recess	15 mins
10:50 AM	11:30 AM	VAPA or PE Slot	40 mins
11:30 AM	12:14 PM	Lunch (TK-3)	44 mins
12:14 PM	12:49 PM	MTSS	35 mins
12:49 PM	1:30 PM	Instructional Block	41 mins
1:30 PM	1:45 PM	Recess	15 mins
1:45 PM	2:45 PM	Instructional Block	60 mins

* Current practice at Franklin

Second Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	9:35 AM	Instructional Block	60 mins
9:35 AM	9:50 AM	Recess	15 mins
9:50 AM	10:40 AM	Instructional Block	50 mins
10:40 AM	11:15 AM	MTSS	35 mins
11:15 AM	11:59 AM	Lunch (TK-3)	44 mins
11:59 AM	1:14 PM	Instructional Block	75 mins
1:14 PM	1:54 PM	VAPA or PE Slot	40 mins
1:54 PM	2:09 PM	Recess	15 mins
2:09 PM	2:45 PM	Instructional Block	36 mins

* Current practice at Franklin

Third Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	9:10 AM	MTSS	35 mins
9:10 AM	10:10 AM	Instructional Block	60 mins
10:10 AM	10:25 AM	Recess	15 mins
10:25 AM	11:55 AM	Instructional Block	90 mins
11:55 AM	12:39 PM	Lunch (TK-3)	44 mins
12:39 PM	1:45 PM	Instructional Block	66 mins
1:45 PM	2:00 PM	Recess	15 mins
2:00 PM	2:40 PM	VAPA or PE Slot	40 mins
2:40 PM	2:45 PM	End Of Day	5 mins

* Current practice at Franklin

Fourth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	9:15 AM	VAPA or PE Slot	40 mins
9:15 AM	9:50 AM	MTSS	35 mins
9:50 AM	10:05 AM	Recess	15 mins
10:05 AM	12:15 PM	Instructional Block	130 mins
12:15 PM	12:52 PM	Lunch (4-6)	37 mins
12:52 PM	2:45 PM	Instructional Block	113 mins

* Current practice at Franklin

Fifth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	9:20 AM	Instructional Block	45 mins
9:20 AM	10:00 AM	VAPA or PE Slot	40 mins
10:00 AM	10:35 AM	MTSS	35 mins
10:35 AM	10:50 AM	Recess	15 mins
10:50 AM	12:15 PM	Instructional Block	85 mins
12:15 PM	12:52 PM	Lunch (4-6)	37 mins
12:52 PM	2:45 PM	Instructional Block	113 mins

* Current practice at Franklin

Sixth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:30 AM	8:35 AM	Start Day	5 mins*
8:35 AM	10:05 AM	Instructional Block	90 mins
10:05 AM	10:45 AM	VAPA or PE Slot	40 mins
10:45 AM	11:00 AM	Recess	15 mins
11:00 AM	12:12 PM	Instructional Block	72 mins
12:12 PM	12:49 PM	Lunch (4-6)	37 mins
12:49 PM	1:24 PM	MTSS	35 mins
1:24 PM	2:45 PM	Instructional Block	81 mins

* Current practice at Franklin

MTSS Schedule (Chronological)

Start Time	End Time	Grade Level	Duration
8:35 AM	9:10 AM	3rd Grade	35 mins
9:15 AM	9:50 AM	4th Grade	35 mins
10:00 AM	10:35 AM	5th Grade	35 mins
10:40 AM	11:15 AM	2nd Grade	35 mins
12:14 PM	12:49 PM	1st Grade	35 mins
12:49 PM	1:24 PM	Kindergarten	35 mins
12:49 PM	1:24 PM	6th Grade	35 mins

Master Lunch Schedule

Grade Level	Start Time	End Time	Duration
TK	11:00 AM	11:44 AM	44 mins
2nd Grade	11:15 AM	11:59 AM	44 mins
Kindergarten	11:25 AM	12:09 PM	44 mins
1st Grade	11:30 AM	12:14 PM	44 mins
3rd Grade	11:55 AM	12:39 PM	44 mins
6th Grade	12:12 PM	12:49 PM	37 mins
4th Grade	12:15 PM	12:52 PM	37 mins
5th Grade	12:15 PM	12:52 PM	37 mins

Recess Schedule

Grade Level	Start Time	End Time	Duration
2nd Grade	9:35 AM	9:50 AM	15 mins
4th Grade	9:50 AM	10:05 AM	15 mins
Kindergarten	10:00 AM	10:15 AM	15 mins
TK	10:05 AM	10:20 AM	15 mins
3rd Grade	10:10 AM	10:25 AM	15 mins
1st Grade	10:35 AM	10:50 AM	15 mins
5th Grade	10:35 AM	10:50 AM	15 mins
6th Grade	10:45 AM	11:00 AM	15 mins
TK	1:15 PM	1:30 PM	15 mins
Kindergarten	1:24 PM	1:39 PM	15 mins
1st Grade	1:30 PM	1:45 PM	15 mins
3rd Grade	1:45 PM	2:00 PM	15 mins
2nd Grade	1:54 PM	2:09 PM	15 mins

VAPA or PE Master Schedule (3 days a week)

Start Time	End Time	Grade Level	Duration
8:35 AM	9:15 AM	4th Grade	40 mins
9:20 AM	10:00 AM	5th Grade	40 mins
10:05 AM	10:45 AM	6th Grade	40 mins
10:20 AM	11:00 AM	TK	40 mins
10:50 AM	11:30 AM	1st Grade	40 mins
12:09 PM	12:49 PM	Kindergarten	40 mins
1:14 PM	1:54 PM	2nd Grade	40 mins
2:00 PM	2:40 PM	3rd Grade	40 mins

Pilot Team Considerations

- **Does TK Look Different?** TK does not have any legal requirement for PE. It is also structured differently from other grade spans. The prep periods may need a deeper conversation on what best suits the teachers as well as the students. It is highlighted in green on the schedule above to denote that it will need to happen on days when the 1st and 6th grades are not happening.
- **Special Day 4th-6th:** In consultation with the administration, this class would be included as the fourth 6th-grade class when considering Special rotations.
- **How are “Specials” configured?** There are 4 teachers at each grade span (except three at TK). For example, there are four 3rd-grade teachers, four 5th-grade teachers, etc. Because there are only three 40-minute preps a week, the best way to provide the VAPA or PE sessions might be to group them so that classes are doing only one type of “special” a week. This would also address the concerns raised that more consecutive time for VAPA would be appreciated, as well as making the routine of where to go easier for the students to remember. In this model, a teacher would be either a VAPA teacher or a PE teacher, not both.

- For example:

Teacher Name	Odd weeks	Even Weeks
Classroom Teacher 1	VAPA, VAPA, VAPA	PE, PE, PE
Classroom Teacher 2	VAPA, VAPA, VAPA	PE, PE, PE
Classroom Teacher 3	PE, PE, PE	VAPA, VAPA, VAPA
Classroom Teacher 4	PE, PE, PE	VAPA, VAPA, VAPA

- **Library Schedule:** The pilot committee can use the same schedule slots used for the Specials, but on the off days, to build out the library schedule. For example, if the Specials happen on Monday, Thursday, and Friday, the library times can be scheduled on Tuesday and Wednesday. This will take coordination with the itinerant staff who are shared between school sites.
- **Music Pull Out:** Students in grades 4-6, who elect to participate in strings and band instruction, can be pulled out during the VAPA special, as well as on one of the off days. This will take coordination with the itinerant staff who are shared between school sites.

FTE Considerations

- Current FTE at Franklin includes 1.2 FTE in Prep Provider and 1.6 FTE CLT, for a total of 2.8
- With 4 simultaneous preps for most grades, for 3 times a week, that is .20 FTE per person per day. So $.20 \times 4 \times 3 = 2.4$ FTE.
- With 7 sessions offered in a day, each session is $.20 / 7 = 0.029$.
- The TK FTE would be $.029 \times 3 \text{ teachers} \times 3 \text{ days a week} = .029 \times 3 \times 3 = .261$ FTE.
- Adding that to the 2.4 we get $2.4 + .261 = 2.661$ FTE.
- The VAPA/PE teachers would each need a prep a week, at $.029 \times 4 = .116$ FTE
- Adding the prep to the 2.661 gives $2.661 + .116 = 2.777$, rounded to 2.8 FTE to support Franklin.
- This staff would need to be itinerant and support other sites on the off days/times. There would be additional FTE that might be needed if this model were to be used for travel.
- Total FTE would be close enough to current staffing, with the ability to use Prop 28 funding for coverage, based on actual implementation of preps and travel for itinerant staff.

Sample Schedule for Fairview Pilot

This sample schedule is provided as an example, and is not meant to be the exact model with all the details already configured. This sample would provide the Franklin pilot team with a place to consider implementing a schedule that meets the desired requirements.

Grade Span Schedules

TK Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	9:55 AM	Instructional Block	90 mins
9:55 AM	10:10 AM	Recess	15 mins
10:10 AM	10:50 AM	VAPA or PE Slot	40 mins
10:50 AM	11:34 AM	Lunch (TK-3)	44 mins
11:34 AM	1:05 PM	Instructional Block	91 mins
1:05 PM	1:24 PM	Recess	19 mins
1:24 PM	2:34 PM	Instructional Block	70 mins

* Current practice at Fairview

Kindergarten Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	9:50 AM	Instructional Block	85 mins
9:50 AM	10:05 AM	Recess	15 mins
10:05 AM	11:15 AM	Instructional Block	70 mins
11:15 AM	11:59 AM	Lunch (TK-3)	44 mins
11:59 AM	12:39 PM	VAPA or PE Slot	40 mins
12:39 PM	1:14 PM	MTSS	35 mins
1:14 PM	1:29 PM	Recess	15 mins
1:29 PM	2:34 PM	Instructional Block	65 mins

* Current practice at Fairview

First Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	10:25 AM	Instructional Block	120 mins
10:25 AM	10:40 AM	Recess	15 mins
10:40 AM	11:20 AM	VAPA or PE Slot	40 mins
11:20 AM	12:04 PM	Lunch (TK-3)	44 mins
12:04 PM	12:39 PM	MTSS	35 mins
12:39 PM	1:20 PM	Instructional Block	41 mins
1:20 PM	1:35 PM	Recess	15 mins
1:35 PM	2:34 PM	Instructional Block	59 mins

** Current practice at Fairview*

Second Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	9:25 AM	Instructional Block	60 mins
9:25 AM	9:40 AM	Recess	15 mins
9:40 AM	10:30 AM	Instructional Block	50 mins
10:30 AM	11:05 AM	MTSS	35 mins
11:05 AM	11:49 AM	Lunch (TK-3)	44 mins
11:49 AM	1:04 PM	Instructional Block	75 mins
1:04 PM	1:44 PM	VAPA or PE Slot	40 mins
1:44 PM	1:59 PM	Recess	15 mins
1:59 PM	2:34 PM	Instructional Block	35 mins

** Current practice at Fairview*

Third Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	9:00 AM	MTSS	35 mins
9:00 AM	10:00 AM	Instructional Block	60 mins
10:00 AM	10:15 AM	Recess	15 mins
10:15 AM	11:45 AM	Instructional Block	90 mins
11:45 AM	12:29 PM	Lunch (TK-3)	44 mins
12:29 PM	1:35 PM	Instructional Block	66 mins
1:35 PM	1:50 PM	Recess	15 mins
1:50 PM	2:30 PM	VAPA or PE Slot	40 mins
2:30 PM	2:34 PM	End Of Day	4 mins

* Current practice at Fairview

Fourth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	9:05 AM	VAPA or PE Slot	40 mins
9:05 AM	9:40 AM	MTSS	35 mins
9:40 AM	9:59 AM	Recess	19 mins
9:59 AM	12:05 PM	Instructional Block	126 mins
12:05 PM	12:42 PM	Lunch (4-6)	37 mins
12:42 PM	2:34 PM	Instructional Block	112 mins

* Current practice at Fairview

Fifth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	9:10 AM	Instructional Block	45 mins
9:10 AM	9:50 AM	VAPA or PE Slot	40 mins
9:50 AM	10:25 AM	MTSS	35 mins
10:25 AM	10:40 AM	Recess	15 mins
10:40 AM	12:05 PM	Instructional Block	85 mins
12:05 PM	12:42 PM	Lunch (4-6)	37 mins
12:42 PM	2:34 PM	Instructional Block	112 mins

** Current practice at Fairview*

Sixth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:25 AM	Start Day	5 mins*
8:25 AM	9:55 AM	Instructional Block	90 mins
9:55 AM	10:35 AM	VAPA or PE Slot	40 mins
10:35 AM	10:50 AM	Recess	15 mins
10:50 AM	12:02 PM	Instructional Block	72 mins
12:02 PM	12:39 PM	Lunch (4-6)	37 mins
12:39 PM	1:14 PM	MTSS	35 mins
1:14 PM	2:34 PM	Instructional Block	80 mins

** Current practice at Fairview*

Lunch Schedule

Grade Level	Start Time	End Time	Duration
TK	10:50 AM	11:34 AM	44 mins
2nd Grade	11:05 AM	11:49 AM	44 mins
Kindergarten	11:15 AM	11:59 AM	44 mins
1st Grade	11:20 AM	12:04 PM	44 mins
3rd Grade	11:45 AM	12:29 PM	44 mins
6th Grade	12:02 PM	12:39 PM	37 mins
4th Grade	12:05 PM	12:42 PM	37 mins
5th Grade	12:05 PM	12:42 PM	37 mins

MTSS Schedule

Grade Level	Start Time	End Time	Duration
3rd Grade	8:25 AM	9:00 AM	35 mins
4th Grade	9:05 AM	9:40 AM	35 mins
5th Grade	9:50 AM	10:25 AM	35 mins
2nd Grade	10:30 AM	11:05 AM	35 mins
1st Grade	12:04 PM	12:39 PM	35 mins
Kindergarten	12:39 PM	1:14 PM	35 mins
6th Grade	12:39 PM	1:14 PM	35 mins

Recess Schedule

Grade Level	Start Time	End Time	Duration
2nd Grade	9:25 AM	9:40 AM	15 mins
4th Grade	9:40 AM	9:59 AM	19 mins
Kindergarten	9:50 AM	10:05 AM	15 mins
TK	9:55 AM	10:10 AM	15 mins
3rd Grade	10:00 AM	10:15 AM	15 mins
1st Grade	10:25 AM	10:40 AM	15 mins
5th Grade	10:25 AM	10:40 AM	15 mins
6th Grade	10:35 AM	10:50 AM	15 mins
TK	1:05 PM	1:24 PM	19 mins
Kindergarten	1:14 PM	1:29 PM	15 mins
1st Grade	1:20 PM	1:35 PM	15 mins
3rd Grade	1:35 PM	1:50 PM	15 mins
2nd Grade	1:44 PM	1:59 PM	15 mins

VAPA/PE Schedule

Grade Level	Start Time	End Time	Duration
4th Grade	8:25 AM	9:05 AM	40 mins
5th Grade	9:10 AM	9:50 AM	40 mins
6th Grade	9:55 AM	10:35 AM	40 mins
TK	10:10 AM	10:50 AM	40 mins
1st Grade	10:40 AM	11:20 AM	40 mins
Kindergarten	11:59 AM	12:39 PM	40 mins
2nd Grade	1:04 PM	1:44 PM	40 mins
3rd Grade	1:50 PM	2:30 PM	40 mins

Pilot Team Considerations

- **Does TK Look Different?** TK does not have any legal requirement for PE. It is also structured differently from other grade spans. The prep periods may need a deeper conversation on what best suits the teachers as well as the students. It is highlighted in green on the schedule above to denote that it will need to happen on days when the 1st and 6th grades are not happening.
- **Highly Structured:** The pilot group might consider combining the HSII and HS III classes with their grade 3 (or other grade) peers for VAPA and PE. The students and the paraprofessionals can be spread among the four classes of their peers evenly. The pilot team may consider treating prep for the HS I class like we currently do for PK Sped. The Special teacher would join the class and continue instruction, with the paras, including station choice activities. This is the current practice.
- **How are “Specials” configured?** There are 4 teachers at each grade span for all grades except TK, 5th, and 6th. Fourth grade has three classes and a 4/5 combo class, giving four classes at 4th or 5th, based on the site recommendation. Because there are only three 40-minute preps a week, the best way to provide the VAPA or PE sessions might be to group them so that classes are doing only one type of “special” a week. This would also address the concerns raised that more consecutive time for VAPA would be appreciated, as well as making the routine of where to go easier for the students to remember. In this model, a teacher would be either a VAPA teacher or a PE teacher, not both. Grades with only three simultaneous grades might consider one VAPA and two PE a week, or the same schedule as their other grade peers.
 - For example:

Teacher Name	Odd weeks	Even Weeks
Classroom Teacher 1	VAPA, VAPA, VAPA	PE, PE, PE
Classroom Teacher 2	VAPA, VAPA, VAPA	PE, PE, PE
Classroom Teacher 3	PE, PE, PE	VAPA, VAPA, VAPA
Classroom Teacher 4	PE, PE, PE	VAPA, VAPA, VAPA

- **Library Schedule:** The pilot committee can use the same schedule slots used for the Specials, but on the off days, to build out the library schedule. For example, if the Specials happen on Monday, Thursday, and Friday, the library times can be scheduled on Tuesday and Wednesday. This will take coordination with the itinerant staff who are shared between school sites.
- **Music Pull Out:** Students in grades 4-6, who elect to participate in strings and band instruction, can be pulled out during the VAPA special, as well as on one of the off days. This will take coordination with the itinerant staff who are shared between school sites.

FTE Considerations

- Current FTE at Fairview includes 1.2 FTE in Preprovider and 1.7 FTE CLT, for a total of 2.9
- .20 FTE max per person per day
- With 7 sessions offered in a day, each session is $.20 / 7 = 0.029$.
- With 4 simultaneous preps for grades K, 1, 2, 3, and 4, for 3 times a week, that is .029 FTE per person session, for 5 sessions. So $4 \times .029 \times 5 \times 3 = 1.74$
- With 3 simultaneous preps for grades TK, 5, and 6, that is $3 \times .029 \times 3 \times 3 = .78$
- Adding the two we get $1.74 + .78 = 2.52$ FTE.
- The VAPA/PE teachers would each need a prep a week, at $.029 \times 4 = .116$ FTE
- Adding the prep to the 2.52 gives $2.52 + .116 = 2.64$, rounded to 2.7
- This staff would need to be itinerant and support other sites on the off days/times. There would be additional FTE that might be needed if this model were to be used for travel.
- Total FTE would be close enough to current staffing, with the ability to use Prop 28 funding for

coverage, based on actual implementation of preps and travel for itinerant staff.

Sample Schedule for El Vista Pilot

This sample schedule is provided as an example, and is not meant to be the exact model with all the details already configured. This sample would provide the Franklin pilot team with a place to consider implementing a schedule that meets the desired requirements.

Grade Span Schedules

TK Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	9:58 AM	Instructional Block	90 mins
9:58 AM	10:13 AM	Recess	15 mins
10:13 AM	10:53 AM	VAPA or PE Slot	40 mins
10:53 AM	11:37 AM	Lunch (TK-3)	44 mins
11:37 AM	1:08 PM	Instructional Block	91 mins
1:08 PM	1:27 PM	Recess	19 mins
1:27 PM	2:37 PM	Instructional Block	70 mins

Kindergarten Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	9:53 AM	Instructional Block	85 mins
9:53 AM	10:08 AM	Recess	15 mins
10:08 AM	11:18 AM	Instructional Block	70 mins
11:18 AM	12:02 PM	Lunch (TK-3)	44 mins
12:02 PM	12:42 PM	VAPA or PE Slot	40 mins
12:42 PM	1:17 PM	MTSS	35 mins
1:17 PM	1:32 PM	Recess	15 mins
1:32 PM	2:37 PM	Instructional Block	65 mins

First Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	10:28 AM	Instructional Block	120 mins
10:28 AM	10:43 AM	Recess	15 mins
10:43 AM	11:23 AM	VAPA or PE Slot	40 mins
11:23 AM	12:07 PM	Lunch (TK-3)	44 mins
12:07 PM	12:42 PM	MTSS	35 mins
12:42 PM	1:23 PM	Instructional Block	41 mins
1:23 PM	1:38 PM	Recess	15 mins
1:38 PM	2:37 PM	Instructional Block	59 mins

Second Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	9:28 AM	Instructional Block	60 mins
9:28 AM	9:43 AM	Recess	15 mins
9:43 AM	10:33 AM	Instructional Block	50 mins
10:33 AM	11:08 AM	MTSS	35 mins
11:08 AM	11:52 AM	Lunch (TK-3)	44 mins
11:52 AM	1:07 PM	Instructional Block	75 mins
1:07 PM	1:47 PM	VAPA or PE Slot	40 mins
1:47 PM	2:02 PM	Recess	15 mins
2:02 PM	2:37 PM	Instructional Block	35 mins

Third Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	9:03 AM	MTSS	35 mins
9:03 AM	10:03 AM	Instructional Block	60 mins
10:03 AM	10:18 AM	Recess	15 mins
10:18 AM	11:48 AM	Instructional Block	90 mins
11:48 AM	12:32 PM	Lunch (TK-3)	44 mins
12:32 PM	1:38 PM	Instructional Block	66 mins
1:38 PM	1:53 PM	Recess	15 mins
1:53 PM	2:33 PM	VAPA or PE Slot	40 mins
2:33 PM	2:37 PM	End Of Day	4 mins

Fourth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	9:08 AM	VAPA or PE Slot	40 mins
9:08 AM	9:43 AM	MTSS	35 mins
9:43 AM	10:02 AM	Recess	19 mins
10:02 AM	12:08 PM	Instructional Block	126 mins
12:08 PM	12:45 PM	Lunch (4-6)	37 mins
12:45 PM	2:37 PM	Instructional Block	112 mins

Fifth Grade Daily Schedule

Fifth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	9:13 AM	Instructional Block	45 mins
9:13 AM	9:53 AM	VAPA or PE Slot	40 mins
9:53 AM	10:28 AM	MTSS	35 mins
10:28 AM	10:43 AM	Recess	15 mins
10:43 AM	12:08 PM	Instructional Block	85 mins
12:08 PM	12:45 PM	Lunch (4-6)	37 mins
12:45 PM	2:37 PM	Instructional Block	112 mins

Sixth Grade Daily Schedule

Start Time	End Time	Activity	Duration
8:20 AM	8:28 AM	Start Day	8 mins
8:28 AM	9:58 AM	Instructional Block	90 mins
9:58 AM	10:38 AM	VAPA or PE Slot	40 mins
10:38 AM	10:53 AM	Recess	15 mins
10:53 AM	12:05 PM	Instructional Block	72 mins
12:05 PM	12:42 PM	Lunch (4-6)	37 mins
12:42 PM	1:17 PM	MTSS	35 mins
1:17 PM	2:37 PM	Instructional Block	80 mins

Lunch Schedule

Grade Level	Start Time	End Time	Duration
TK	10:53 AM	11:37 AM	44 mins
2nd Grade	11:08 AM	11:52 AM	44 mins
Kindergarten	11:18 AM	12:02 PM	44 mins
1st Grade	11:23 AM	12:07 PM	44 mins
3rd Grade	11:48 AM	12:32 PM	44 mins
6th Grade	12:05 PM	12:42 PM	37 mins
4th Grade	12:08 PM	12:45 PM	37 mins
5th Grade	12:08 PM	12:45 PM	37 mins

MTSS Schedule

Grade Level	Start Time	End Time	Duration
3rd Grade	8:28 AM	9:03 AM	35 mins
4th Grade	9:08 AM	9:43 AM	35 mins
5th Grade	9:53 AM	10:28 AM	35 mins
2nd Grade	10:33 AM	11:08 AM	35 mins
1st Grade	12:07 PM	12:42 PM	35 mins
Kindergarten	12:42 PM	1:17 PM	35 mins
6th Grade	12:42 PM	1:17 PM	35 mins

Recess Schedule)

Grade Level	Session	Start Time	End Time	Duration
2nd Grade	Morning	9:28 AM	9:43 AM	15 mins
4th Grade	Morning	9:43 AM	10:02 AM	19 mins
Kindergarten	Morning	9:53 AM	10:08 AM	15 mins
TK	Morning	9:58 AM	10:13 AM	15 mins
3rd Grade	Morning	10:03 AM	10:18 AM	15 mins
1st Grade	Morning	10:28 AM	10:43 AM	15 mins
5th Grade	Morning	10:28 AM	10:43 AM	15 mins
6th Grade	Morning	10:38 AM	10:53 AM	15 mins
TK	Afternoon	1:08 PM	1:27 PM	19 mins
Kindergarten	Afternoon	1:17 PM	1:32 PM	15 mins
1st Grade	Afternoon	1:23 PM	1:38 PM	15 mins
3rd Grade	Afternoon	1:38 PM	1:53 PM	15 mins
2nd Grade	Afternoon	1:47 PM	2:02 PM	15 mins

VAPA/PE Schedule

Grade Level	Start Time	End Time	Duration
4th Grade	8:28 AM	9:08 AM	40 mins
5th Grade	9:13 AM	9:53 AM	40 mins
6th Grade	9:58 AM	10:38 AM	40 mins
TK	10:13 AM	10:53 AM	40 mins
1st Grade	10:43 AM	11:23 AM	40 mins
Kindergarten	12:02 PM	12:42 PM	40 mins
2nd Grade	1:07 PM	1:47 PM	40 mins
3rd Grade	1:53 PM	2:33 PM	40 mins

Pilot Team Considerations

- **Does TK Look Different?** TK does not have any legal requirement for PE. It is also structured differently from other grade spans. The prep periods may need a deeper conversation on what best suits the teachers as well as the students. It is highlighted in green on the schedule above to denote that it will need to happen on days when the 1st and 6th grades are not happening.
- **Highly Structured:** The pilot group might consider combining the HSII and HS III classes with their grade 2 (or other grade) peers for VAPA and PE. The students and the paraprofessionals can be spread among the two classes of their peers evenly. The pilot team may consider treating prep for the HS I class like we currently do for PK Sped. The Special teacher would join the class and continue instruction, with the paras, including station choice activities. This is the current practice.
- **How are “Specials” configured?** There are 2 teachers at each grade span for all grades. Because there are three 40-minute preps a week, the best way to provide the VAPA or PE sessions might be to group them so that classes are doing only one type of “special” a week. This would also address the concerns raised that more consecutive time for VAPA would be appreciated, as well as making the routine of where to go easier for the students to remember. In this model, a teacher would be either a VAPA teacher or a PE teacher, not both.

- For example:

Teacher Name	Odd weeks	Even Weeks
Classroom Teacher 1	VAPA, VAPA, VAPA	PE, PE, PE
Classroom Teacher 2	VAPA, VAPA, VAPA	PE, PE, PE

- **Library Schedule:** The pilot committee can use the same schedule slots used for the Specials, but on the off days, to build out the library schedule. For example, if the Specials happen on Monday, Thursday, and Friday, the library times can be scheduled on Tuesday and Wednesday. This will take coordination with the itinerant staff who are shared between school sites.
- **Music Pull Out:** Students in grades 4-6, who elect to participate in strings and band instruction, can be pulled out during the VAPA special, as well as on one of the off days. This will take coordination with the itinerant staff who are shared between school sites.

FTE Considerations

- Current FTE at El Vista includes .80 FTE in Preprovider and 1.2 FTE CLT, for a total of 2
- .20 FTE max per person per day
- With 2 simultaneous preps for all grades, for 3 times a week, that is .20 FTE per person per day. So $.20 \times 2 \times 3 = 1.2$ FTE.
- With 7 sessions offered in a day, each session is $.20 / 7 = 0.029$.
- The TK FTE would be $.029 \times 2 \text{ teachers} \times 3 \text{ days a week} = .029 \times 2 \times 3 = .174$ FTE.
- Adding the two we get $1.2 + .174 = 1.374$ FTE.
- The VAPA/PE teachers would each need a prep a week, at $.029 \times 2 = .06$ FTE
- Adding the prep to the 1.374 gives $1.374 + .06 = 1.43$ rounded to 1.5
- This staff would need to be itinerant and support other sites on the off days/times. There would be additional FTE that might be needed if this model were to be used for travel.
- Depending on how the pilot team decided to provide prep to the HS I class, that might add $.029 \times 3$ a week, or an additional .087 FTE, plus an additional amount for travel / prep.
- Total FTE would be close enough to current staffing, with the ability to use Prop 28 funding for coverage, based on actual implementation of preps and travel for itinerant staff.